

## **Memorandum of Understanding for Pvt. Schools**

In pursuance to the Royal Government's Policy to establish Private Schools, the Department of School Education, Ministry of Education, Royal Government of Bhutan hereinafter referred to as "the Department of School Education" and the Proprietor of *Yoezerling Primary School*, hereinafter referred to as "the Proprietor of School" have signed this Memorandum of Understanding (MOU) on the 12<sup>th</sup> day of the 5<sup>th</sup> month of the Wood Male Monkey Year corresponding to 29<sup>th</sup>. June 2004 with regard to the establishment of the School in Paro.

This MOU is signed between the Royal Government of Bhutan, duly represented by Mr. *Chhador Wangdi*, Joint Director, Programmes Division, Department of School Education, Ministry of Education, authorized to conclude this MOU by virtue of the decision of the Royal Government of Bhutan and Mr. *Chencho Namgyel* duly represented by its proprietor, domiciled in Paro, Bhutan and authorized to conclude this MOU.

### **Section A: GENERAL**

1. The Proprietor shall follow the Guidelines for the Establishment of Private Schools issued by the Department of School Education.
2. The Department of School Education shall approve the appointment of the Head of the School.
3. The Proprietor shall ensure that all the minimum requirements in terms of both facilities and human resources are in place prior to the opening of the school.
4. The school shall provide and maintain education of a standard equal to or better than that provided by the government schools.
5. The Department of School Education shall assess the standard of education in the school from time to time.
6. The ownership of the school shall not be transferred without approval from the Department of School Education.
7. The school shall be subject to inspection by the Education Monitoring and Support Division and other designated representatives of the Department of School Education.
8. The school shall provide any information as part of regular reports or for specific studies conducted by the Department of School Education.
9. The school shall not engage in any activities which are anti-social or against national interest and the policy of the Royal Government.
10. The Proprietor shall maintain a separate Bank Account for the school. All receipts and expenditures should be transacted through the Bank Account and

- proper records maintained and made available to the appropriate authorities as and when required.
11. The school shall pay all taxes as per prevailing rules and regulations of the Royal Government of Bhutan.
  12. The school shall be provided with textbooks for Class PP to III free of cost as in government schools and under the same terms and conditions that are spelt out in the Education Policy Guidelines and Instructions.
  13. The school shall be governed by the rules and regulations applicable to government schools. All rules and regulations as well as instructions/guidelines shall be shared with the private schools.
  14. Any change to the level of classes shall require prior approval from the Department of School Education.

### **CIRRICULUM and ASSESSMENT/EXAMINATIONS**

15. The school shall follow the curriculum prescribed by the Department of School Education.
16. Any additional courses and activities to be introduced in the school must receive prior approval from the Department of School Education.
17. The school shall register its students for National Level examinations with the Bhutan Board of Examinations and shall also follow all the rules and regulations prescribed by the Board.

### **ADMISSION**

18. At least ninety percent (90%) of the student enrolment shall be children of bonafide Bhutanese citizens and children of resident expatriates.
19. Admission of transfer students shall be subject to production of character certificate and complete school documents.

### **SCHOOL FEES**

20. The school fees shall be fixed by the proprietor and approved by the Department of School Education.
21. The School fees shall be collected biannually. These fees shall be all inclusive and students shall not be subjected to any other collections.
22. Any increase in the school fees shall require prior approval from the Department of School Education.

## **PHYSICAL FACILITIES**

23. The school shall provide adequate space and facilities as per the Guidelines for the Establishment of Private Schools.
24. The school shall provide basic safety and hygiene measures as determined by the Department of School Education.

## **STAFF:**

25. There shall be a minimum staffing support as per the standard teacher-student ratio of 1:32 established by the Department of School Education.
26. The school will employ only competent teachers who are trained or academically qualified as prescribed by the Department of School Education. The teachers should be paid at par with teachers serving in government schools or more.
27. Teachers may be deputed on request from government schools for a maximum period of five years. The school shall pay their salaries. The seniority of teachers on deputation shall be protected.
28. Expatriate staff may be recruited according to the prevailing government rules and regulations.
29. Teachers from the school can participate in relevant in-country, in-service programmes/workshops organized by the Department of School Education. Teachers not on deputation from the government shall be sponsored by the school.

## **MANAGEMENT**

30. The School shall be governed by a School Management Board comprising of the following:
  - President: Proprietor
  - Member Secretary: Head of the School
  - Other Members: Two senior teachers, DEO/Representative from the Department of School Education, parent's representative constituting one parent for every hundred students, with a minimum representation of two parents.

The School Management Board shall be responsible for:

- Ensuring proper implementation of the Government policy and guidelines
- Ensuring quality of services provided
- Recommending the intake capacity of students and admission modality

- Approving the Calendar of activities
- Reviewing the progress and performance of the school
- Awarding scholarships to deserving students if any
- Ensuring proper discipline in school and taking appropriate action when necessary

### **OTHER CONDITIONS**

31. The school shall maintain individual records (including health records) of the students.
32. The school shall not be closed without the prior approval from the Department of School Education. Closure of the school by either party (Proprietor or Department of School Education) shall require one year's notice and adequate provisions should be made for the children affected.
33. Contravention of any of the terms and conditions set under the MOU may amount to termination of the Licence.
34. The decision of the Department of School Education shall be final and binding in case of a dispute on the interpretation of any of the terms and conditions.
35. The MOU shall be effective for a period of **five years** from the date of its signing after which it shall be subject to renewal.
36. The renewal of the MOU shall be based upon the performance of the school and adherence to the terms and conditions of the MOU.

**Section B: SPECIFIC**

37. The School has commenced from the Academic Year 2003.
38. The Yearly School Fees for a student for one academic year shall be fixed at :  
a) Nursery and Playgroup = Nu.9000/= per annum.  
b) PP to I =Nu.9600 per annum.
39. The school shall have classes from Nursery to III.
40. The school shall be a day scholar. The school shall enrol only children of residents of Paro and shall not accept any dependents.
41. The school shall enrol a maximum of 120 children in its present location and building.

IN WITNESS WHEREOF the Department of School Education and the Proprietor have hereunto set their respective hands the day and year first herein above written.

DEPARTMENT OF SCHOOL EDUCATION

SINGED for and on behalf of the  
DEPARTMENT OF SCHOOL EDUCATION)  
In the presence of :

Mr. Dezang Dorji

Proprietor in the presence of:

Mr. Dago Dorji

Joint Director  
Programmes Division  
Department of School Education  
(Legal Stamp)

(Mr. Chencho Namgyel)  
Proprietor of Yoezerling Primary School  
(Legal Stamp)

This Memorandum of Understanding is done in English and signed on the 12<sup>th</sup> of the 5<sup>th</sup> month of the Wood Male Monkey Year corresponding to 29<sup>th</sup>. June of *Year 2004*, between the Royal Government of Bhutan and the proprietor of *Yoezerling Primary School*, Paro in the office of the Joint Director, Programmes Division, Department of School Education.