



Date: 19th/July/2021

Ref: SEF/PSDU/048/2021

## CIRCULAR

To,

- i. The Program Heads (All), Sindh Education Foundation, Government of Sindh
- ii. The Regional / District Heads (All), Sindh Education Foundation, Government of Sindh

**Subject: General Guidelines for Operationalization of New Foundation Assisted Schools**

1. The Partner shall open a dedicated account in Sindh Bank Ltd. In case where the existing partners already have bank account in SBL, this may be considered for transfer of funds.
2. The partner shall recruit head teacher(s)/teaching/subject specific teachers/ non-teaching staff s in accordance with terms and conditions of the Contract.
3. The partner must provide adequate furniture taking the need of the students (age/grade/comfort/quality) into consideration.
4. The partner must provide adequate furniture for staff.
5. Partner shall register the school with the concerned authorities and must submit the credentials to the Foundation. Partner must initiate the registration process of school(s) within 45 days.
6. The Partner shall arrange provision of adequate Early Childhood Learning environment.
7. In order to ensure inclusive learning environment, the partner shall set up arrangements to cater for the needs of the differently abled student(s).
8. The partner shall submit the students' profile/teachers' profile data to the regional/district office within 45 days of the start of the academic year.
9. The partner shall maintain updated records within school premises; including but not limited to financials, teachers' salaries, students', teachers' in accordance with terms of the contract and on the prescribed format provided by the Foundation.
10. **New Foundation Assisted School may be operationalized in any of the following setup/arrangements by following the given guidelines:**



SEF/PSDU/048/2021

#### **Permanently Rented Buildings**

As per the eligibility criteria given in the RFP and prerequisites of the partnership contract, there is no bar for operationalizing the FAS schools in rented building, provided all the contractual compliances are being fulfilled by the partners. The map provided by the Foundation will not be applicable in this case, however, following general guidelines shall be taken into consideration for the operationalization of schools in rented buildings to maintain quality standards of education as per the partnership contract:

1. The partner must sign a tenancy agreement as per law of tenancy.
2. It is required to sign a tenancy agreement for at least 3 to 5 years.
3. A copy of tenancy agreement may also be submitted to regional/district office.
4. Though the partnership contract allows the operationalization of schools in rented buildings, the quality standards shall be maintained as outlined in the partnership contract.
5. The proposed building must fulfill the need of the enrolled students and also keep the space for expansion into consideration.
6. The partner shall submit school development plan for rented building in accordance with requirement of the students.
7. Most of the rented buildings have been designed and constructed for residential purposes. Therefore, if deemed appropriate, necessary alterations may be made in order to create an appropriate environment for school. Terms and conditions of such alterations must also be incorporated in tenancy agreement to avoid any uncertainty in the future.
8. Funds utilization report of disbursed amount of Establishment/Rehabilitation Cost must be submitted to respective regional offices, latest by the second quarter of the academic year.
9. Contract clause 1.1.2 (b) may not be fully applicable to the schools operating in rented buildings. Therefore, the partners have to make necessary arrangements as permanent setup before the start of the academic year.
10. The partner shall arrange provision of adequate ECE setup, playground/play area, staff room, library , computer lab, science labs (in case of Secondary school only), gender wise functional washrooms as per the need of the students/staff etc.



*MSP*



11. It is mandatory to maintain a minimum 6-8 square feet space in each classroom for every child. The classroom size of 16 x 20 sq.ft is required but in case of rented building if the size of the classroom is not as per the requirement; the partner needs to maintain a minimum space of 6-8 square feet in each classroom for every child. Overcrowding and multiple grading is prohibited in this case specifically. Further, conducting classes in corridors, under the shades, and open areas, on floor is also not allowed.
12. Adequate furniture, lighting, proper ventilation and black/white boards are mandatory. The building must be in a good condition and be safe & clean for use.
13. It is highly recommended for the partners to own a building/plot for greater sustainability. However, in case of change of rented building, it must be within the radius of 100-200 meters. All such cases of change of building would be forwarded to HO for the approval of the Competent Authority.

#### **+ Own Building**

In case of proposed owned building for the operationalization of FAS; following general guidelines may be taken into consideration to maintain quality and standards of education as per the partnership contract;

1. Quality standards need to be maintained as outlined in the partnership contract.
2. The proposed building must fulfill the needs of the enrolled students and also keep the space for expansion into consideration.
3. The partner shall submit school development plan for proposed building in accordance with requirement of the students.
4. The proposed buildings may have been designed and constructed for the residential purpose. Therefore, necessary changes may be made in order to create an appropriate environment of school.
5. Funds utilization report of disbursed amount of Establishment/Rehabilitation Cost must be submitted to respective regional offices, latest by the third quarter of the academic year.
6. Contract clause 1.1.2 (b) is not applicable to the schools operating in owned buildings. Therefore, the partners have to make necessary arrangements as permanent setup before the start of the academic year.





7. The partner shall arrange provision of adequate ECE setup, playground/play area, staff room, library , computer lab, science labs (in case of Secondary school only), gender wise functional washrooms as per the need of the students/staff etc.
8. It is mandatory to maintain a minimum 6-8 square feet space in each classroom for every child. The classroom size of 16 x 20 sq.ft is required but in case of owned building if the size of the classroom is not as per the requirement; the partner shall maintain the minimum space of 6-8 square feet in each classroom for every child. Overcrowding and multiple grading is prohibited in this case specifically. Further, conducting classes in corridors, under the shades, and open areas, on floor is also not allowed.
9. Adequate furniture, lighting, proper ventilation and black/white boards are mandatory. The building must be in a good condition and be safe & clean for use.

#### ✚ **For Owned Plots**

In case of construction of new building where the plot is either community donated or owned plot, following general guidelines need to be taken into consideration to maintain quality and standards of education as per the partnership contract. In case of rented plots, partners are highly encouraged to adhere to the map provided. However, in cases where it is not possible, all standards given below are mandatory to be followed except point 1.

1. The schools shall be constructed as per the school map provided by the Foundation.
2. The partner shall submit School Development Plan in accordance with requirement of the students and as per the establishment cost provided by the Foundation.
3. The proposed plan must fulfill the need of the enrolled students and also keeping the space for expansion into consideration.
4. Partners are highly encouraged to construct the building within the period of 6-8 months from signing of the Contract.
5. Funds utilization report of disbursed amount of Establishment/Rehabilitation Cost must be submitted to respective regional offices, latest by the third quarter of the academic year.
6. The partner must put in place a makeshift/temporary arrangement before the start of the academic year 2021-22.





7. The proposed building for temporary setup must be within the distance of 200 to 300 meters from the original proposed location.
8. The partner must ensure all the necessary arrangements during makeshift period including adequate space, furniture, toilets, white/blackboards, lighting, proper ventilation, boundary wall, electricity etc.
9. For arranging temporary set up, in peculiar cases and hard areas, where the ONLY available building for makeshift arrangement has limited space e.g. the school has been started in community hall having two rooms and a corridor. In such conditions the SCR is allowed up to 1:45. Multi-grading may also be allowed provided separate teacher is hired for each grade and as per the standard STR mentioned in the contract. Partners must keep on adding rooms as per requirements of the students. This will be allowed on the recommendation of RAD.
10. The building must be in a good condition and be safe & clean for use.
11. In case the building for makeshift arrangement is on rent for, a tenancy agreement as per law of tenancy.
12. The terms and conditions of the temporary rented building must be incorporated and covered in the tenancy agreement.
13. The partner shall apprise the regional/district team regarding the transition from temporary to the original location.

#### ✦ **For Community Donated Plots**

These are **additional guidelines** in case of Community Donated (CD) plots.

1. In case of the CD plot, the terms and conditions of such setup must explicitly be documented as per the law.
2. It is highly recommended that the ownership of the plot is transferred in the name of SEF and copy of the documents shall be submitted to concerned regional/district office.
3. In case of any conflict between the community and the partner; the responsibility of any loss shall be with the partner.



SEF PSDU 048 2021



✦ **For Rented Plots**

These are **additional guidelines** in case of rented plots.

1. The terms and conditions of such setup must explicitly be covered in the tenancy agreement.
2. However, in case of change of proposed rented plot, it must be within the radius of 100-200 meters of the originally proposed location and fulfil the criteria of distance from government school. All such cases of change of plot would be forwarded to Head Office for the approval of the Competent Authority.
3. In case of any conflict between the land lord and the partner; the responsibility of any loss shall be with the partner.

**(Abdul Kabir Kazi)**  
Managing Director

Ref # SEF/PSDU/048/2021

Date: 19<sup>th</sup> July 2021

Enclosure: Excerpt from the Partnership Contract

Copy forwarded to:

- i. The Directors (All) Sindh Education Foundation, Govt. of Sindh
- ii. The Staff Officer to Managing Director, Sindh Education Foundation, Govt. of Sindh
- iii. The Deputy Director (ACU) with a request to upload on SEF Website
- iv. Office Record

**Mubashir Mirza**  
Deputy Director

Program Support & Development Unit



SEF PSDU 048 021



**CONTRACTUAL CLAUSES**

**ARTICLE-1: CONDITIONS PRECEDENT FOR FIRST CONTRACT**

- 1.1 Within thirty days of signing of this Contract, the Partner shall observe or cause to observe following conditions precedent. The Partner shall not claim any right without observing or cause to be observed the conditions precedent.
- 1.1.1 The Partner shall open a dedicated account in Sindh Bank Ltd. However, till the opening of new bank account in the preferred bank, the funds may be credited in their existing bank accounts through any securitized bank instruments (Demand Draft/Pay order) OR through online transfer.
- 1.1.2 The Partner shall submit:
- (a) School Operational Plan; based on the School Development Plan submitted by the Partner for proposed location/site/building along with projected enrollment.
  - (b) During the school establishment/rehabilitation phase, Partner must put in place a makeshift/temporary arrangement, so that children's academic year is not impacted. Provided, such makeshift/temporary arrangement shall be subject to the approval of the Competent Authority.
- 1.1.3 Partner shall ensure starting of the academic session in a school within stipulated time along with all necessary arrangements including dedicated place/building for school, appointment of teaching (head teacher/teachers/subject specific teachers in accordance with terms and conditions of the Contract) and non-teaching staff, provision of learning aids and material, infrastructure, furniture, list of students etc. a month prior to starting of new academic session/year. *(Read with 1.1.2)*
- 1.1.4 In case of rented building, Partner shall be required to submit attested tenancy agreement in accordance with the law of tenancy.
- 1.1.5 The Partner shall declare:
- (a) Personal relationships with any of the employees working with the Foundation in order to avoid real or perceived conflict of interest.
  - (b) Personal relationships with the School employees; specifically; head teacher/teachers in case of individual Partner and with the Organization's Head, General Secretary, Treasurer and/or equivalent office bearers in case the Partner is an Organization.
  - (c) In writing to the Foundation any other facts which might give rise to a conflict of interest (if any) whether real or perceived.



In such cases, i.e. for (a), (b) & (c) above, the decision of the Competent Authority shall be considered final and binding.

1.1.6 The Partner shall provide an undertaking that:

- (a) He or she is not a serving Government Teacher or a serving employee of the Government (in case of Individual Partner).
- (b) The Organization's Head, General Secretary, Treasurer and/or equivalent office bearers are not serving Government Teachers or serving employees of the Government (in case of Organizations).

## **ARTICLE-2: ADMINISTRATIVE FUNDAMENTALS & LEARNING ENVIRONMENT**

Partner shall ensure the following operational fundamentals.

### **2.1 School Registration:**

2.1.1 Partner shall register the school with the concerned authorities and must submit the credentials to the Foundation. Partner must initiate the registration process of school(s) within 45 days.

### **2.2 Learning Environment:**

2.2.1 The Partner shall arrange provision of adequate Early Childhood Learning environment.

2.2.2 Students' centered teaching and learning techniques and ICT based learning should be promoted.

2.2.3 Provision of proper arrangements to cater for the needs of the differently abled student(s) should be ensured where required.

## **ARTICLE-7: SCHOOL INFRASTRUCTURE AND FACILITIES**

7.1 The Partner shall ensure availability, maintenance and up-gradation of adequate basic infrastructure and all relevant classroom facilities and other amenities in school(s), including but not limited to the following:

7.1.1 Minimum 6-8 square feet space in each classroom for every child, or classroom size of 16 x 20 sq.ft. Adequate furniture, lighting, proper ventilation and black/white boards are also mandatory. The building must be in a good condition and be safe & clean for use.

7.1.2 Maintain student teacher and student classroom ratio of **35:1**.

7.1.3 Multi-grading is prohibited in school(s).





- 7.1.4 Within the school premises must not conduct tuition academies or residential/commercial/profit making venture or any other purpose.
- 7.1.5 Construct at least one (1) functional toilet for boys and girls students separately; for every 50 students enrolled in school(s) in junior and senior section. Likewise, school must have (2) separate functional toilet for male and female staff each.
- 7.1.6 Provide safe drinking water facility for students and staff.
- 7.1.7 Availability of electricity including any alternate source (solar panels/generators/UPS etc.)
- 7.1.8 The provision of adequate space for establishment of Audio-Visual Room/Computer lab with provision of internet etc. as per the criteria laid down by the Foundation for Elementary and higher level schools.
- 7.1.9 Establishment of Science Laboratories at Secondary/Higher Secondary schools along with lab staff.
- 7.1.10 Partner shall take environment friendly measures in school(s) which includes plantation etc.
- 7.1.11 Install the SEF signboard, at a prominent location near the school and at the school entrance. The content and design as prescribed by the Foundation.
- 7.1.12 In case of any loss or damage to the any property created through financial assistance by the Foundation, the Partner shall be responsible for such loss or damage.
- 7.1.13 In cases of peculiar circumstances, the Partner may formally request for the change of school(s) building/location in writing which shall be processed as per the Foundation's policy. Any unauthorized relocation shall entail penal consequences as determined by the Competent Authority on case to case basis.