



## **SUPPORTING DOCUMENTS**

**“SELFI (JUVENILE FILIAL SCHOOL / FORMAL EDUCATION SERVICES AT SPECIAL CLASS DEVELOPMENT INSTITUTION FOR CHILDREN (LPKA) CLASS I PALEMBANG)”**

**GOVERNMENT OF PALEMBANG CITY**

**EDUCATION OFFICE**

Jl. Pramuka, Srijaya, Kec. Alang-Alang Lebar, Kota Palembang, Sumatera Selatan 30151

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# **LEGAL FORCE**



REGULATION OF THE PALEMBANG MAYOR  
NUMBER 25 YEAR 2016

ABOUT

FILIAL SCHOOL FOR CHILDREN WITH LEGAL ISSUE AT THE SPECIAL  
DEVELOPMENT INSTITUTE, CLASS I PALEMBANG

BY THE GRACE OF GOD ALMIGHTY

- Consideration :
- a. In order to achieve the Vision of the Palembang City Education Office, namely the realization of the City of Palembang to become a City of Education that is Civilized, Comprehensive and Qualified, needs to be informed. The mission of the Palembang City Education Office is to improve the equalization of 12-year compulsory education services and its quality and quantity at all levels both formal and non formal;
  - b. In the framework of implementing the Vision and Mission, the Palembang City Education Office is required to provide qualified education services for the entire community, including marginal groups (Children with legal issue) at the Special Development Institute, Class I, Palembang City.
  - c. To realize the mission, it needs to establish special education services in the form of Filial School;
  - d. Based on the considerations as referred to in letter a, letter b and letter c, it is necessary to stipulate the Mayor Regulation on Filial Schools for those children at the LPKA Class I Palembang.

Note.....

Note :

1. Law Number 28 Year 1959 concerning of the Establishment of Second Level Regions and Municipal Cities in South Sumatra (State Document of the Republic of Indonesia Year 1959 Number 73, Additional Document of the Republic of Indonesia Number 1821);
2. Law Number 20 Year 2003 concerning of the National Education System (Explanation in Additional Document of the Republic of Indonesia Number 4301);
3. Law Number 11 Year 2012 concerning of the Juvenile Criminal System (Explanation in Additional Document of the Republic of Indonesia Number 5332);
4. Law Number 23 Year 2014 concerning of the Local Government (State Document of the Republic of Indonesia Year 2014 Number 244, Additional Document of the Republic of Indonesia Number 5587), as amended several times, and recently by Law Number 9 Year 2015 concerning of Second Amendment to the Law Number 23 Year 2014 concerning of the Regional Government (State Document of the Republic of Indonesia Year 2015 Number 58, Additional Document of the Republic of Indonesia Number 5679);
5. Law Number 35 Year 2014 concerning of Amendment to the Law Number 23 Year 2002 concerning of Child Protection (State Document of the Republic of Indonesia Year 2014 Number 5606);
6. Government Regulation of the Republic of Indonesia Number 17 Year 2010 concerning of Management and Implementation of Education (State Document of the Republic of Indonesia Year 2010 Number 23, Additional Document of the Republic of Indonesia Number 5105);

DECISION.....

DECISION:

Decision: REGULATION OF THE MAYOR ABOUT FILIAL SCHOOLS FOR CHILDREN WITH LEGAL ISSUES AT THE SPECIAL DEVELOPMENT INSTITUTE OF CLASS I PALEMBANG.

CHAPTER I  
GENERAL REQUIREMENTS  
ARTICLE 1

In this Mayor Regulation, here are some definition of:

1. City means the City of Palembang.
2. City Government means the City Government of Palembang.
3. The Mayor means the Mayor of Palembang.
4. Education Office, hereinafter referred to as the Office, is the Palembang City Education Office.
5. Secretariat is the Secretariat of the Palembang City Education Office.
6. Field means the Field of Education Office in Palembang City.
7. Sub division means Sub division at the Palembang City Education Office.
8. Section means the Section at the Palembang City Education Office.
9. Filial School means a distant class that is opened outside of the central school.
10. Special Child Development Institute of Class I hereinafter referred to as LPKA Class I means the Special Child Development Institute of Palembang City, Class I.
11. The State Elementary School, hereinafter abbreviated as SDN, is a form of formal education unit that organizes general education at the level of basic education organized by the Regional Government.
12. The State Junior High School, hereinafter abbreviated as SMPN, is a form of formal education unit that organizes general education at the level of basic education as a continuation of Elementary Schools, Madrasah Ibtidaiyah, or other forms that are equivalent or continued from the learning outcomes that is recognized as equal to the Elementary School or Madrasah Ibtidaiyah, which is organized by the Regional Government.
13. State.....

13. State Senior High School, hereinafter abbreviated as SMAN, is one form of formal education unit organizing general education at secondary education level as a continuation of Junior High School, Madrasah Tsanawiyah, or other forms equivalent or advanced from learning outcomes recognized as equal or equivalent Junior High School or Madrasah Tsanawiyah, organized by the Regional Government.

## CHAPTER II FORMATION

### Article 2

Using this Mayor Regulation, the government holds a special education service in the form of Filial Schools or distance class for Children with the legal issue in LPKA Class I.

### Article 3

Filial School as referred to in Article 2, located in LPKA Class I Palembang, together with the main school including:

- a. The Elementary School means SDN 25 Palembang.
- b. Junior High School means SMPN 22 Palembang.
- c. Senior High School means SMAN 11 Palembang.

## CHAPTER III POSITION

### Article 4

- (1) The Filial School as referred to in Article 2 is under and is responsible to the Head of Education Office.
- (2) The Filial School is an inseparable part of the central school and the Office of Education.

## CHAPTER IV DUTY

### Article 5

Filial School which is as part of the formal education units has the duty of carrying out the operational technical activities of the Office of Education in providing special education services for children with legal issues at LPKA Class I.

CHAPTER V.....

## CHAPTER V

### ORGANIZATION

#### The First Part Organization structure

##### Article 6

Organization structure of Formal Education Unit of Filial School consists of:

- a. The leader is the Principal;
- b. Leadership assistants are the school administration staff; and
- c. Functional position category.

#### The Second Part Duties and Functions of Organizational Elements

##### Paragraph 1 Head Master

##### Article 7

- (1) The principal has the task of leading, coordinating and controlling all school activities in carrying out some government affairs in the field of special education.
- (2) To carry out the tasks as referred to in Article (1), the Principal has the function of:
  - a. Arranging the work plan of Filial School Formal Education Unit in accordance with the Office Strategic Plan;
  - b. Planning, implementing, controlling, evaluating and reporting the Filial School activities;
  - c. Collecting and processing of data and information, carrying out an inventory of problems and implementing the problem solving related to the tasks of managing the Filial Schools;
  - d. Preparation of materials; policy, guidance, development and supervision and technical instructions as well based on their fields of work;
  - e. The implementation of coaching and controlling the learning process in accordance with applicable regulations;
  - f. The implementation of learning outcomes of the Filial School student;
  - g. The arrangement, empowerment and facilitation of increasing the professionalism of teachers / technical personnel;
  - h. The Implementation of inventory, procurement proposal and management of the facilities of Filial School;
  - i. The implementation of coaching and controlling the education, boy scouts, art and culture, and sport;

J. The Provision.....

- j. The provision of educational facilities and infrastructure in accordance with their authority;
- k. Implementation of guidelines for operational funding for the administration of Filial Schools in accordance with applicable regulations;
- l. Implementation of supervision of the educational calendar;
- m. Admission of new Filial School students in accordance with applicable regulations;
- n. The implementation of the evaluation of learning outcomes and the National Examination in Filial Schools in accordance with applicable regulations;
- o. The implementation of School Development, Sport Art, School Health Center, Enhancement of Character Building, and the School Environmental-based;
- p. Implementation of administration and household affairs of Filial School;
- q. Implementation of analysis and Carrier development of Filial School performance; and
- r. The implementation of other tasks given by the Head of Office in accordance with their duties.

Paragraph 2  
School Administration Staff  
Article 8

- (1) School Administration Staff has the task of assisting the Principal in managing general administrative affairs, employment, planning, evaluating and reporting.
- (2) To carry out the task, the School Administration Workers have the functions:
  - a. Materials preparation of work and activity plan of Filial School
  - b. Carrying out the administrative affairs in correspondence, archives, employment, and finance;
  - c. The implementation of administration and work order in the Filial School environment;
  - d. Implementation of administrative services to the Principal and within the Filial School environment;
  - e. Implementation of the school budget plan under the coordination of the Office Secretary;
  - f. Carrying.....



- f. Carrying out the inventory and maintenance of Filial school facilities and infrastructure;
- g. Compilation and inventory of regulations / policies related to Filial Schools;
- h. Implementation of coordination with agencies or other parties for the smooth of tasks;
- i. Preparation and submission of Filial School activity reports on a regular basis; and
- j. The implementation of other official assignments given by the Principal in accordance with their duties.

Paragraph 3  
Functional Position Category  
Article 9

- (1) The Functional Position Category has the task of carrying out some of the Filial School activities in a professional manner to meet the needs.
- (2) Functional Position Category in carrying out the task is responsible to the School Principal.

Article 10

- (1) Functional Position Category consist of a number of personnel in functional position levels divided into various category based on their area of expertise and skills.
- (2) The number of functional positions is determined based on the character, type, needs and workload.
- (3) Types and levels of functional positions are regulated in based on the applicable laws and regulations.

CHAPTER VI  
WORKING PROCEDURE  
THE FIRST PART  
GENERAL  
ARTICLE 11

- (1) Things that become the school elements are a unity that can not be separated.

(2) The Implementation.....

- (2) The implementation of duties and function of the School Principal as the organizer of Filial school affairs, the operational activities are conducted by the school administration and the classification of functional position based on the field of job description.
- (3) The position of the School Principal is under and responsible to the head of the Education Office through the Secretary.
- (4) In doing his job, the School Principal is obliged to apply the principles of coordination, integration, synchronization and simplification.

The Second Part  
Report  
Article 12

- (1) The School Principal is obliged to regularly provide accurate reports on the implementation of his duties in clear and punctual manner to the Head Office through the Secretary.
- (2) Arrangements regarding to the type of report and how to submit it, are guided by the applicable laws and regulations.

The Third Part  
REPRESENTATIVE  
Article 13

In case if the school principal is absent, he will be substituted by the School Administration Staff.

CHAPTER VII  
EMPLOYMENT AND POSITION  
THE FIRST PART  
The Employment  
Article 14

- (1) Appointment and dismissal of officials of the Principal of the Filial School Formal Education Unit are carried out based on the regulation.
- (2) Appointment of Officers and Employees as referred to in paragraph (1) must meet job competency standards.

The second part.....

The Second Part

Position

Article 15

- (1) The School Principal is a teacher who is given the task to lead and manage the Education Unit based on the regulation.
- (2) Administrative Staffs of education unit are the school administrative organizers.

BAB VIII

PARTNERSHIP

Article 16

- (1) In the framework of providing the special education that is qualified for Children with Legal Issue in LPKA Class I, the Office may establish partnerships with various related parties.
- (2) The partnership referred to in Article (1) is carried out on the principle of mutual need, strengthening and benefit in order to achieve a common goal.
- (3) The beginning and ending of partnership as referred to in Article (1) and Article (2) are carried out through a collective agreement mechanism based on the applicable laws and regulations.

CHAPTER IX

FINANCING

Article 17

- (1) Finance to support the activities of organizing the Filial School can be sourced from:
  - a. Regional income and expenditure budget;
  - b. State revenue and expenditure budget; and
  - c. The other legal and non-binding sources.
- (2) Approval, management and report of finance as referred to in Article (1) must be in accordance with the regulation

CHAPTER X.....

CHAPTER X  
THE CLOSING PROVISION

Article 18

This Major Regulation will be applied on the date of valid regulation. The enactment of this Major Regulations by placing it in the Local News of Palembang City so that public will know it.

Palembang  
Month Date 15 Agustus 2016  
PALEMBANG MAYOR,

HARNOJOYO

Regulated in Palembang  
On 15 Agustus 2016  
The Task Executor, The Local Secretary  
PALEMBANG CITY,

KURNIAWAN

THE LOCAL NEWS OF PALEMBANG CITY YEAR 2016 NUMBER 25

Acknowledged,

THE HEAD OF EDUCATION OFFICE

The image shows a circular official stamp in purple ink. The outer ring of the stamp contains the text "PEMERINTAH KOTA PALEMBANG" at the top and "PALEMBANG" at the bottom, separated by two stars. The inner circle contains the text "DINAS PENDIDIKAN". Overlaid on the stamp is a handwritten signature in black ink, which appears to be "H. Ahmad Zulinto".

H. AHMAD ZULINTO, S.Pd., M.M.



## COOPERATION AGREEMENTS

Between

**DIRECTORATE GENERAL OF CORRECTIONAL FACILITY  
MINISTRY OF JUSTICE AND HUMAN RIGHTS**

With

**DIRECTORATE GENERAL OF EARLY CHILDHOOD EDUCATION AND SOCIETY  
EDUCATION**

**DIRECTORATE GENERAL OF PRIMARY AND SECONDARY EDUCATION**

And

**DIRECTORATE GENERAL OF TEACHERS AND EDUCATION PERSONNEL  
MINISTRY OF EDUCATION AND CULTURE**

Number : PAS-38- HM.05.02 Tahun 2016

Number : 1139 / c / KS / 2a76

Number : 4061 / D / KS / 2016

Number : 17268 / B / KP / 2016

About

**IMPLEMENTATION OF PRIMARY, INTERMEDIATE AND NON FORMAL EDUCATION IN  
CORRECTIONAL CENTER, INSTITUTIONAL DEVELOPMENT FOR CHILDREN,  
TEMPORARY CHILD PLACEMENT INSTITUTION, STATE DETENTION HOUSE, AND  
CORRECTIONAL INSTITUTION**

On this Wednesday, Twenty-seventh of April, Two Thousand Sixteen  
(27<sup>th</sup> April, 2016), located in Jakarta, we were undersigned:

1. I Wayan K. Dusak, as Directorate General Of Correctional Facility Ministry Of Justice And Human Rights, domiciled at Jl. Veteran 11 Central Jakarta. In this case act on behalf of Directorate General of Correctional Ministry of Justice and Human Rights, hereinafter referred to as **THE PARTY**
2. Harris Iskandar, as Directorate General Of Early Childhood Education And Society Education, domiciled at 3rd Floor of E Building, Jl. Jendral Sudirman, Senayan, Central Jakarta. In this case act on behalf of Directorate General Of Early Childhood Education And Society Education, hereinafter referred to as **SECOND PARTY**

3. Hamid Muhammad, as Directorate General Of Primary And Secondary Education Ministry Of Education And Culture, domiciled at 5th Floor of E Building, Jl. Jendral Sudirman, Senayan, Central Jakarta. In this case act on behalf of Directorate General Of Primary And Secondary Education Ministry Of Education And Culture, hereinafter referred to as **THIRD PARTY**
4. Sumarna Surapranata, as Directorate General Of Teachers And Education Personnel Ministry Of Education And Culture, domiciled at 11th Floor of D Building, Jl. Pintu 1, Senayan, Central Jakarta. In this case act on behalf of Directorate General Of Teachers And Education Personnel Ministry Of Education And Culture, hereinafter referred to as **FOURTH PARTY**

Next, the **PARTY**, **SECOND PARTY**, **THIRD PARTY**, and **FOURTH PARTY** are collectively referred to as **THE PARTIES**, agree to conduct cooperation agreement based on Article 3 Section 1, Memorandum of Understanding between the Ministry of Justice and Human Rights with the Ministry of Education and Culture number: M. HH-08. HM. 05.02 2015 and number: 02/IV/NK/2015 on organizing the education at Correctional Center, Institutional Development For Children, Temporary Child Placement Institution, State Detention House, And Correctional Institution, with the followings:

#### **Article I**

##### **GOAL**

This cooperation agreement aims to provide basic education services, and non-formal education at Correctional Center, Institutional Development For Children, Temporary Child Placement Institution, State Detention House, And Correctional Institution.

#### **Article 2**

##### **SCOPE**

The scope of this cooperation agreement includes:

(1) Primary and secondary education implementation:

- A. Open school programs of Elementary, Junior and Senior high schools;
- B. Drafting model of defence;
- C. Assistance in the procurement of educational facilities and infrastructure;
- D. Coordination and/or facilitation of provision for educators

(2) Non-formal education:

- A. Literacy Education Program;
- B. Equality Education Program (Package A, B, C);
- C. Provision of teaching materials

- D. Skills training program (Certificate of Competency);
- E. Assistance in the procurement of educational facilities and infrastructure;
- F. Educator assistance and enhancement

### **Article 3**

#### **DUTIES AND RESPONSIBILITIES**

(1) **The PARTY** has duties and responsibilities:

- A. Prepare participants of learning model preparation;
- B. Prepare participants of non-formal education management;
- C. Preparing the educational backgrounds of correctional community in accordance with the education level that has been reached;
- D. Prepare a place of learning, competency test and learners;
- E. Proposed correctional technical unit as beneficiary education program Package;
- F. Set up an education manager.

(2) **SECOND PARTY** has duties and responsibilities:

- A. Assisting the provision of non-formal educational learning facilities;
- B. Coordinating the maintenance of non-formal education services with the provincial education office, district/city education office, and related offices;
- C. Monitoring and evaluating the implementation of non-formal education And correctional halls, special development institutes for children, temporary child placement agencies, state detention houses, and correctional institutions.

(3) **THIRD PARTY** has duties and responsibilities:

- A. Assisting the provision of primary and secondary education learning facilities;
- B. Coordinating the maintenance of primary and secondary education services with the provincial education office, district/city education office, and related agencies;
- C. Monitoring and evaluating the implementation of nonformal education at Correctional Center, Institutional Development For Children, Temporary Child Placement Institution, State Detention House, And Correctional Institution.

(4) **FOURTH PARTY** has the duties and responsibilities:

- A. Coordinating the maintenance of primary and secondary education services with the provincial education office, district/city education office, and related agencies;

- B. Monitoring and evaluating the provision of educators at Correctional Center, Institutional Development For Children, Temporary Child Placement Institution, State Detention House, And Correctional Institution.

#### **Article 4**

#### **FINANCE**

Finance arising as a result of the implementation of this cooperation agreement charged to **THE PARTIES** in accordance with the provisions of statutory regulations.

#### **Article 5**

#### **MONITOR AND EVALUATION**

Monitoring and evaluation of the implementation of this cooperation agreement is carried out by the **PARTIES** at least once in six months or according to the needs agreed upon by **THE PARTIES**.

#### **Article 6**

#### **DISPUTE RESOLUTION**

In case of disagreements or misunderstandings in cooperation agreements, **The PARTIES** agree to settle in order to achieve the deal.

#### **Article 7**

#### **PERIOD**

(1) The cooperation agreement is valid when signed by **THE PARTIES** until the end of a memorandum of understanding, and may be altered or terminated with written agreement based on **THE PARTIES** deal.

(2) If one of the parties wishes to change or terminate the cooperation agreement before the period as referred to in paragraph, the Party shall notify other parties in written agreement, no later than 3 (three) months in advance.

(3) Termination of this cooperation agreement does not affect the Ongoing activities that begin before the notification termination as referred to in paragraph (2), unless approved by **THE PARTIES**.



- (1) This cooperation agreement may be terminated or voided by itself when:
- A. Changes in the provisions of statutory regulations and/or changes Government policy that does not allow the ongoing agreement cooperation;
  - B. Force majeure, such as natural disasters and the security of state is not possible.
- (2) The affected Party as mentioned in clause (1) setion A, shall be
- A. Notify the other party at least 3 (three) months after the changes in the provisions of the laws and/or Government policy changes.
- (3) Things that have not been set or are not sufficiently regulated in the Cooperation agreement will be governed by the agreement of **the PARTIES** written in the form of an addendum which is an integral part of This cooperation agreement.

### **Article 9**

### **CLOSING**

This cooperation agreement is made into four originals with stamps. Each writing is same, having the same legal power, and every party gets one original agreement.

### **THE PARTY**

**I WAYAN K. DUSAK**

**SECOND PARTY**

**THIRD PARTY**


**FOURTH PARTY**

**HARRIS ISKANDAR  
SURAPRANATA**

**HAMID MUHAMMAD**

**SUMARNA**

**Acknowledged,  
THE HEAD OF EDUCATION OFFICE**

  
**H. AHMAD ZULINTO, S.Pd., M.M.**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**MINISTRY OF LAW AND HUMAN RIGHTS OF THE REPUBLIC OF INDONESIA  
AND  
MINISTRY OF EDUCATION AND CULTURE OF THE REPUBLIC OF INDONESIA**

**NUMBER : M.HH-08.HM.05.02 YEAR 2015**

**NUMBER : 02/IV/NK/2015**

**ABOUT**

**THE IMPLEMENTATION OF EDUCATION AT THE SOCIAL CENTER, CHILD  
DEVELOPMENT INSTITUTE, TEMPORARY CHILD CARE, STATE PRISON AND  
THE PENITENTIARY**

Today is the twenty-seventh of April Year Two Thousand and Fifteen  
(27-04-15), located in Jakarta, and the authorized signs:

- I. YASONNA H. LAOLY :** Minister of Law and Human Rights of the Republic of Indonesia, in this matter on the behalf of the Ministry of Law and Human Rights of the Republic of Indonesia, located on Jalan H.R Rasuna Said Kav. 6-7 Kuningan, South Jakarta, subsequently referred to as the **FIRST PARTY**.
- II. ANIES BASWEDAN :** Minister of Education and Culture of the Republic of Indonesia, in this matter on the behalf of Education and Culture of the Republic of Indonesia, located on Jl. Jenderal Sudirman, Senayan, Central Jakarta, subsequently referred to as the **SECOND PARTY**.

**THE FIRST PARTY** and **THE SECOND PARTY** which are subsequently called as **THE PARTIES** which agree to hold a Memorandum of Understanding in implementing the education at the Social Center, Child Development Institute, Temporary Child Care, State Prison and the Penitentiary, with the following provisions:

## **THE PURPOSE**

### **Article 1**

This Memorandum of Understanding aims to provide educational services at the Social Center, Child Development Institute, Temporary Child Care, State Prison and the Penitentiary.

## **THE SCOPE**

### **Article 2**

The scope of this Memorandum of Understanding includes:

- a. The implementation of primary and secondary education;
- b. The implementation of non-formal / community education.

## **THE IMPLEMENTATION**

### **Article 3**

- (1) The implementation of this Memorandum of Understanding is going to be regulated further by **THE PARTIES** as set in a Cooperation Agreement which is inseparable part from this Memorandum of Understanding;
- (2) The Cooperation Agreement as referred to in article (1) will be prepared and implemented by **THE PARTIES** by appointing each representative based on their duties and functions.

## **THE TIME PERIOD**

### **Article 4**

- (1) This Memorandum of Understanding is valid for a period of 5 (five) years and can be extended or ended with the approval of **THE PARTIES**;
- (2) In the case if one party wishes to terminate the Memorandum of Understanding before the expiration of the period referred to in article (1), then the party must notify the other party in written, no later than 3 (three) months before ending;
- (3) The termination of this Memorandum of Understanding does not affect the ongoing activities that are started before the notice of termination as referred to in article (2), unless agreed by **THE PARTIES**.

## **THE FINANCING**

### **Article 5**

The Costs as a result of the implementation of this Memorandum of Understanding will be maintained by **THE PARTIES** in accordance with the regulations.

## **THE CLOSING**

### **Article 6**

This Memorandum of Understanding is made in 2 (two) original copies, sufficiently stamped, signed by **THE BOTH PARTIES** and each has the same legal force.

**THE FIRST PARTY**

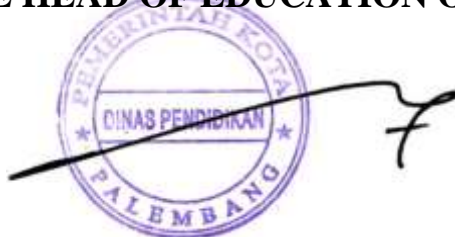
**THE SECOND PARTY**

**YASSONA H. LAOLY**

**ANIES BASWEDAN**

Acknowledged,

**THE HEAD OF EDUCATION OFFICE**

The image shows a circular official stamp in purple ink. The text inside the stamp reads "PEMERINTAH KOTA PALEMBANG" around the top and "DINAS PENDIDIKAN" in the center. A handwritten signature in black ink is written over the stamp, extending to the right.

**H. AHMAD ZULINTO, S.Pd., M.M.**