

Government Of Tamil Nadu

ABSTRACT

School Education-Creation of Junior Grade Post Graduate Assistants in Government/ Municipal Higher Secondary Schools from the academic year 2003-2004-Agreement form under rule 11 of the General rules for the Tamil Nadu State and Subordinate Services for the appointment of Junior Grade Post Graduate Assistants-prescribed – Orders issued.

School Education (HS1) Department

G.O.Ms.No.53

Dated: 02.6.2004

Read:

- 1.G.O.Ms.No.100 School Education dated 27/6/2003
2. From the Director of School Education Letter Rc.No.05188/JDP/2004 dated 13.1.2004
3. G.O.(Ms) No.51 School Education Department dt. 1.6.2004
4. G.O.(Ms) No.52 School Education (E1) dated 1.6.2004

ORDER

The Government in the Government Order first read above have ordered that in view of the difficult financial position in the State, vacancies arising from the academic year 2003-2004 in the various categories of Teacher Posts in all kinds of Schools shall be deemed to be junior Grade Teacher posts and allowed only consolidated pay. In the said Government Order the Junior Grade Post Graduate Assistant was allowed consolidated pay of Rs.4500/- per month.

- 2) The Director of School Education in his letter second read above has forwarded the draft form of Agreement for appointment to the posts of Junior Grade Post Graduate Assistant in Government / Municipal Higher Secondary Schools under rule 11 of the General Rules for Tamil Nadu State and Subordinate Services.
- 3) The Government after careful examination approve the form of agreement to be executed at the time of appointment by the Junior Grade Post Graduate Assistants as appended to this order.
- 4) The Director of School Education is requested to instruct the appointing authorities to execute the agreement with the Junior Grade Post Graduate Assistants

recruited by the Teachers Recruitment Board in the Agreement Form appended to this order. He is also requested to use this Agreement Form in respect of other identical Junior Grade posts in the Tamil Nadu Higher Secondary Educational Service.

(BY ORDER OF THE GOVERNOR)

**K. GNANADESIKAN,
Secretary to Government.**

To

The Director of School Education , Chennai-6
The Chairman Teachers Recruitment Board, Chennai-6

Copy to

The Commissioner, Corporation of Chennai, Chennai-3

The school Education department (Budget)Chennai-9

The Senior PA to Honourable Minister for Education. Chennai-9

Law Department, Chennai-9

Personnel and Administrative Reforms Department,Chennai-9

// forwarded by Order//

SECTION OFFICER.

APPENDIX

Agreement to be made under rule 11 of the General Rules of the Tamil Nadu State and Subordinate Services Rules for the appointment of Post Graduate Assistants (Junior Grade) in the Government / Municipal Higher Secondary Schools.

This agreement made at ----- on this the -----
----- day of ----- 200 ----- between the Governor
of Tamil Nadu (hereinafter referred to as “ the Government” which expression shall
wherever the context so admits, include his successors-in-office and to be assigned of
the one Part and Thiru/Tmt/Selvi ----- S/O, D/O -----
----- residing at (hereinafter referred to as “the Post Graduate
Assistant (Junior Grade)” of the Government / Municipal Higher Secondary School,
----- of the Other Part.

WHEREAS under Proceedings Rc.No. -----

dated ----- the Joint Director of School Education (Higher Secondary)

has appointed Thiru/Tmt/Selvi- - - - -

as Post Graduate Assistant (Junior Grade) on consolidated pay of Rs. - - - (Rupees
- - - - - only) per month on the terms and conditions
hereinafter mentioned.

Now these presents witnesses and the parties hereto respectively agree as follows:-

1. - - - - - shall submit himself/herself to the orders and directions of the Joint Director of school Education (Higher Secondary) and of the superiors under whom he/she may from time to time be placed by the Joint Director of School Education (Higher secondary) for Service.

2) (i) - - - - - shall subject to the provisions for determination of the agreement made for the purpose, be in the temporary service of the Government initially on consolidated pay of Rs. - - - (Rupees - - - - - only) per month for five years. He/She shall also serve at all the time, discharge himself / herself efficiently and diligently all the responsibilities assigned as a teacher under the orders, directions and instructions of the Joint Director of School Education (Higher Secondary) and of the said officers and shall do all the acts to discharge all the duties that may be required to be done in such capacity as appointed.

(ii) He/She shall be brought on to regular establishment with prescribed scale of pay after satisfactory completion of 5 years of service as Post Graduate Assistant (Junior Grade) taking into account his/ her merit, ability and seniority.

3. He/She shall devote his / her whole time and attention to the duties and responsibilities attached to the post of Post Graduate Assistant (Junior Grade) - - - - -
- - - - - and subject to as hereinafter mentioned and shall not engage directly or indirectly in any trade or business, work or occupation on his /her own account. He/She shall not undertake private work of any kind except with the special sanction of the Director of School Education obtained in each case, and abide by such conditions, as the Director of School Education may impose while granting permission.

4. He/She shall not on any account or pretext absent himself/ herself from his/her duties without having first obtained the permission of the Joint Director of School Education (Higher Secondary) Chennai-6 or other duly authorised superiors or in case of sickness or inevitable accident, without furnishing his/her immediate superior officer forthwith with a medical certificate to the satisfaction of the officer concerned. In case he/she absents himself/herself from the said duties without obtaining permission aforesaid or in case of sickness or inevitable accident, without furnishing the requisite medical certificate aforesaid, as early as possible, he /she shall forfeit all claims of any remuneration which might otherwise accrue to himself /herself during such absence, in addition being liable to any disciplinary action which such absence may entail upon himself/herself under the rules prescribed for the time being in force for the regulation of the category of the public service to which he/she belongs or in which he/she may be, for the time being and / or from time

to time serving.

5. He/She at all times will truly and faithfully account for and pay or deliver to the persons who is appointed or posted on his /her successor all money , goods, materials, documents, books, papers and reports which will or may at any time come to his /her hands or be under his/her charge on account of the Government and shall conform to all the rules and regulations including the Tamil Nadu Government Servants' Conduct Rules prescribed for the time being in force for the regulation or the category of the public service to which he/she belongs or in which he/she may be, for the time being and / or from time to time serving and shall conform to and obey all such orders, direction and regulation as he/she may from time to time that may be received from the Joint Director of School Education (Higher Secondary) and or his/her superior officers.

6. The services of Thiru/ Tmt/ Selvi/ ----- may, at any time during the tenure of service under this agreement be terminated either by the Joint Director of School Education (Higher Secondary) or any higher authority by giving 3 months notice on the part of the teacher /employer except in case of termination for want of vacancy.

7. If he/she should observe and comply with all the terms, conditions, stipulations and provisions of these presents, it shall be paid to him / her for such time as he/she shall be in the said temporary service and perform the duties herein before mentioned but not otherwise, consolidated pay of Rs.---- (Rupees only) per month for the post of Post Graduate Assistant (Junior Grade) .

8. He/She shall, during his/her temporary service under this agreement be eligible, subject to the exigencies of public service for the Casual Leave at the rate of one day per duty month. No other leave is admissible.

9. He/She shall not be eligible for any pension or disability pension whatsoever nor shall have any claim for any bonus or gratuity in respect of his/her service under these presents or otherwise.

10. He/She will be on Contributory Pension scheme on his/her regular appointment on completion of 5 years contract appointment.

11. He/she shall not have any claim for regularisation of his/her services in the post of Post Graduate Assistant (Junior Grade) for fixation of seniority and sanction of increment by virtue of this appointment on any account for any reason whatsoever.

12. Notwithstanding anything herein before contained the Post Graduate Assistant (Junior Grade) shall, unless or otherwise decided by the Government, be entitled to receive, in whole or in part as may be authorised by the Government, the benefits of any improvement that may be sanctioned by the Government, subsequent to the date of these presents in the terms and conditions of service of members of the category of the service to which he/she may, for the time being, belong and the decision of the Government in respect of such improvement in the terms and conditions of such service of him/her shall operate so as to modify to that extent the provisions of these

presents.

13. If due to any misconduct or negligence on the part of the individual, the Government may sustain any loss or damage, such loss or damage shall be made good by him/her.

14. Notwithstanding anything hereinbefore contained the pay admissible under these presents shall be subject to any modification that may be ordered by the Government.

15. He/She is liable for transfer to any place by the Joint Director of School Education (Higher Secondary).

16. He/She shall not be eligible for any concessions in relation to medical attendance and treatment.

17. He/She should handle a minimum of 14 hours of work per week.

18. He/She need not be involved in any extra Curricular activities of Schools.

19. He/She is permitted to leave the institution as and when the work assigned by the Head of the institution for each day is completed and he/she need not remain in the School till closure of the School.

20. In respect of any matter in regard to which no provision has been made in the agreement, the provisions of Article 311 of the Constitution of India and the provisions of any Rule made under the proviso to Article 309 of the Constitution of India, shall apply to the extent to which they are applicable to the service hereby provided for, and the decision of the Government as to their applicability shall be final.

IN WITNESS WHERE OF the said Post Graduate Assistant (Junior Grade) and the Joint Director of School Education (Higher Secondary), Chennai-6 acting for and on behalf of and by order and direction of the Governor of Tamil Nadu have hereunto set their respective signatures.

Signature of the Employee

In the presence of:-

First Witness –

Name and Address

Occupation

Second Witness –

Name and Address

Occupation

Signed and delivered by the Joint Director of School Education (Higher secondary),
Chennai-600 006.

In the presence of :-

First Witness –

Name and Address

Occupation

Second Witness –

Name and Address

Occupation