

## **Government Of Tamil Nadu**

### **ABSTRACT**

SCHOOL EDUCATION - Creation of Junior Grade B.Ed. Teachers/Tamil Pandits/ Pandits of other languages / Physical Education Teachers./ Specialist Teachers (Sewing/Music/Drawing) in Government/Municipal High/Higher Secondary Schools from the academic year 2003-2004 – Agreement Form under rule 11 of General Rules for the Tamil Nadu State and Subordinate Service Rules – Prescribed – Orders issued.

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### **School Education (M2) Department**

**G.O.(Ms) No.54,**

**DATED: 2.6.2004**

#### **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 and Letter Rc.No. 3119/W18/2004, dated 29.1.2004.
- 3) G.O.(Ms) No. 51, School Education, dated 1.6.2004.
- 4) G.O.(Ms) No. 52, School Education, 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 B.Ed. Teachers/Tamil Pandits/ Pandits of other languages and Physical Education Teachers/ Specialist Teachers (Sewing/Music/Drawing) were allowed on consolidated pay of Rs. 4000/- and Rs. 3000/- per month respectively.

2. The Director of School Education with his letter second read above has forwarded the draft form of Agreement for appointment to the posts of Junior Grade B.Ed. Teachers/Tamil Pandits/ Pandits of other languages / Physical Education Teachers/ Specialist Teachers (Sewing/Music/Drawing) in Government/Municipal High/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 so as to be adopted under the Department of School Education as appended to this order to be compulsorily executed by the Junior Grade B.Ed. Teachers/Tamil Pandits/ Pandits of other languages/Physical Education Teachers/ Specialist Teachers (Sewing/ Music/Drawing) etc.

4. The Director of School Education is requested to instruct the appointing authorities to

execute the agreement in the Form as appended to this order with the Junior Grade B.Ed. Teachers/Tamil Pandits/ Pandits of other languages who are recruited by the Teachers Recruitment Board. and the Physical Education Teachers./Specialist Teachers (Sewing/Music/Drawing) through Employment Exchange as the case may be.

/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 School Education Department (Budget), Chennai-9.

The Senior Personal Assistant. to

Hon'ble Minister for Education, Chennai-9.

The Law Department Chennai-9.

The Personnel and Administrative Reforms Department,  
Chennai-9.

The Finance Department, Chennai-9.

The Commissioner, Corporation of Chennai, Chennai-3.

/Forwarded by Order/

**Section Officer.**

### **AGREEMENT**

Agreement to be made under rule 11 of General Rules of the Tamil Nadu State and Subordinate Services Rules for the appointment of Junior Grade B.Ed. Teachers/ Junior Tamil Pandits/ Junior Pandits of other languages/Physical Education Teachers Junior/Specialist Teachers (Sewing/Music/Drawing ) in Government/Municipal High/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.....

Son/Daughter of..... residing  
at.....(hereinafter referred to as the "Junior Grade B.Ed. Teachers/ Tamil Pandits/Pandits of other languages/Physical Education Teachers/Specialist Teachers (Sewing/Music/Drawing ) of Government/Municipal High/Higher Secondary School. ....  
.....of the Other Part ;

WHEREAS, under Proceedings Rc.No. ...., dated ..... the Joint Director of School Education (Personnel)/Chief Educational Officer has appointed Thiru/Tmt. .... as Junior Grade B.Ed. Teacher/Tamil Pandits/Pandits of other languages/Physical Education Teacher/Specialist Teachers (Sewing/Music/Drawing ) in Government/Municipal High/Higher Secondary School at ..... on consolidated pay of Rs.....(Rupees .....only) Per Month on the terms and conditions hereinafter mentioned.

Now, these presents witnesseth 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 (Personnel)/Chief Educational Officer of concerned district and of the officers under whom he/she may from time to time be placed by the Joint Director of School Education (Personnel)/Chief Educational Officer of concerned district 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 (Personnel)/Chief Educational Officer of concerned district and of the said officers and shall do all acts to discharge all the duties that may be required of him 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 Junior Grade B.Ed. Teacher/Tamil Pandits/Pandits of other languages/Physical Education Teacher/Specialist Teachers (Sewing/Music/Drawing ) 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 Junior Grade B.Ed. Teacher/Tamil Pandits/Pandits of other languages/Physical Education Teacher/Specialist Teachers (Sewing/Music/Drawing ) 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 ( Personnel) / Chief Educational Officer of concerned district or other duly authorised officers 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 absent himself/herself from the said duties without obtaining permissions 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 person who is appointed or posted as 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 (Personnel) /Chief Educational Officer of concerned district 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 (Personnel)/Chief Educational Officer or any higher authority by giving three 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. .... /Rs. .... Per Month only (Rupees ..... only / Rupees ..... only) for the post of Junior Grade B.Ed. Teacher/Tamil Pandits/Pandits of other languages/Physical Education Teacher/Specialist Teachers (Sewing/Music/Drawing ).

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 Junior Grade B.Ed. Teacher/Tamil Pandits/Pandits of other languages/Physical Education Teacher/Specialist Teachers (Sewing/Music/Drawing ), 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, Junior Grade .....shall unless 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 improvements 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 herein before 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 (Personnel) /Chief Educational Officer of concerned district.

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

17. 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.

18. He/She shall handle a minimum of 14 hours of work per week.

19. He/She need not be involved in any extra curricular activities of schools.

20. He/She shall be permitted to leave the institution 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.

IN WITNESS WHERE OF the said Junior Grade .....

and the Joint Director of School Education (Personnel)/Chief Educational Officer of concerned district 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 (Personnel)/Chief Educational Officer.

In the presence of:-

First Witness

Name and Address

Occupation

Second Witness

Name and Address

Occupation