

Government Of Tamil Nadu

ABSTRACT

ELEMENTARY EDUCATION - Creation of Junior Grade Posts in Higher Grade / Secondary Grade/ B.Ed. Teachers/Tamil Pandits/ Pandits of other languages /Physical Education Teachers / Specialist Teachers (Sewing/Music/Drawing) in Panchayat Union/Government / Municipal Elementary and Middle 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.

School Education (G) Department

G.O.(Ms.) No. 55

Dated: 02.06.2004.

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 3119 W18 /04 dated 29.1.2004.
- 3) From the Director of Elementary Education, Chennai-6 letter Rc.No.26986/D1/2003 dated 5.2.2004.
- 4) G.O.Ms.No.51, School Education, dated 1.6.2004.
- 5) G.O.Ms.No.52, School Education, dated 1.6.2004.

ORDER;

The Government in the G.O. 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 deemed to be junior grade Teacher posts and allowed only consolidated pay. In the said G.O. the Junior Grade B.Ed. Teachers/Tamil Pandits/ Pandits of other languages and Secondary Grade Teachers/ Physical Education Teachers / Specialist Teachers (Sewing/Music/Drawing) and Higher Grade Teachers were allowed on consolidated pay of Rs. 4000/-, Rs. 3000/- and Rs.2500/- per month respectively.

2. The Director of School Education with his letter second read above has forwarded the draft form of Agreement vetted by Special Government Pleader (Education).

3. The Government after careful examination, approve the form of agreement so as to be adopted under the Department of Elementary Education as appended to this order

to be executed by the Junior Grade Secondary Grade Teachers / B.Ed. Teachers/Tamil Pandits/ Pandits of other languages/ Physical Education Teachers / Specialist Teachers (Sewing/ Music/Drawing) and Higher Grade Teachers, etc

4. The Director of Elementary Education is requested to instruct the appointing authorities compulsorily to execute the above 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 Junior Grade Higher Grade Teachers / Secondary Grade Teachers / 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 Elementary Education ,Chennai-6.
The Chairman, Teachers Recruitment Board , Chennai-6.

Copy to:

The Director of School Education, Chennai-6.

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

The Senior Personal Assistant to Hon'ble Minister for Education, Chennai-9.

The Law Department./Personnel and Administrative Reforms 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 Higher Grade Teachers/ Junior Secondary Grade Teachers/ Junior B.Ed. Grade Teachers/ Junior Tamil Pandits / Junior Language Pandits/ Junior Physical Education Teachers/ Junior Specialist Teachers in Panchayat Union Schools/ Municipal Schools/Government Schools coming under the control of Directorate of Elementary Education,

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 Junior Higher Grade Teacher/ Junior Secondary Grade Teacher/ Junior B.Ed. Grade Teacher/ Junior Tamil Pandit/ Junior Language Pandits / Junior Physical Education Teacher / Junior Specialist Teacher" of the Other Part.

WHEREAS under Proceedings No.....dated
..... the District Elementary Educational Officer,
District has appointed Thiru/Tmt./Selvi as
.....in Panchayat Union School/ Municipal
School/ Government School at on consolidated
pay of Rs...../- (Rupees.....
.....

only) per month on the terms and conditions herein after 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 Director of Elementary Education and Officers under whom he/she may from time to time be placed by the District Elementary Educational Officer 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./- (Rupeesonly) 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 Director of Elementary Education and the District Elementary Educational Officer and of the said officers and shall do all the acts, 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 the prescribed scale of pay after satisfactory completion of five years of service as Junior Gradetaking 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 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 Elementary Education obtained in each case, and abide by such conditions as the Director of Elementary 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 Director of Elementary Education 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 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 person 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 Director of Elementary Education/ District Elementary Educational Officer and other Officers or his subordinate 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 Director of Elementary Education/District Elementary 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..... (Rupees..... only) per month for the post of 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 five years contract appointment.

11. He/She shall not have any claim for regularisation of his/her services in the post of 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, 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 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 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 Director of Elementary Education/District Elementary Educational Officer/or Competent Authority.

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

17. Junior grade Teachers for I to V Standards: He/She shall handle a maximum of 25 periods per week. He/She will be permitted to take rest in the 4th period and the 7th period.

18. Junior Grade B.T. Assistant/ Tamil Pandits for VI to VIII Standards: He/She shall handle a minimum of 14 hours of work per week. He/She need not be involved in any extra curricular activities. He/She will be permitted to leave the institution as and when the work assigned by the Head of the institution for each day is completed. He/She need not remain in the school till closure of the school.

19. 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 Junior Grade

..... and the District Elementary Educational Officer 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 District Elementary Educational Officer

In the presence of:-

First Witness---

Name and Address

Occupation

Second Witness---

Name and Address

Occupation.