

GOVERNMENT OF PUDUCHERRY
ABSTRACT

Directorate of School Education – Secretariat Wing – Engagement of guest teachers on a year to year contract basis – Orders – Issued.

DIRECTORATE OF SCHOOL EDUCATION
(SECRETARIAT WING)

G.O. Ms. No. 46

7 NOV 2017
Puducherry, dated 07.11.2017

READ: I.D. Note No.6/DSE/DDA/PA/2017 dt. 3.1.05.2017 from the
Director of School Education, Puducherry.

The Director of School Education has stated that Council of Ministers which met on 11.05.2017 has resolved to engage guest teachers on a year to year contract basis vide Resolution No.2016/M.18/113 and approved a Scheme for the above said purpose.

2. Accordingly, the Director of School Education has submitted a proposal for engagement of guest teachers on a year to year contract basis and requested the approval of the Government.
3. After careful examination of the proposal, the approval of the Lieutenant-Governor is hereby conveyed for engagement of guest teachers on a year to year contract basis subject to the following terms and conditions, namely:-

SCHEME OF GUEST TEACHERS ON A YEAR TO YEAR CONTRACT BASIS

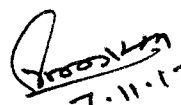
- (i) The Director of School Education will fix the number of engagements to be made and notify the same with the approval of the Secretary (Education).
- (ii) Reservation for various categories will be made as per the rules in force from time to time.
- (iii) The selection procedure shall be as follows:-
 - (a) For the post of Primary School Teacher and Trained Graduate Teacher, for which pass in Teacher Eligibility (TET) is must as per the Notification No.F.No.61-03/2010/NCTE(N&S), dated 23.08.2010 of National Council for Teacher Education, New Delhi and engagement shall be made based on the Teacher Eligibility Test marks and Employment Exchange Seniority. 90% weightage shall be given for TET marks and 10% weightage shall be given for Employment Exchange seniority.
 - (b) In respect of all other posts, which do not require TET, 90% weightage shall be given for open competitive examination and 10% weightage shall be given for Employment Exchange seniority.
 - (c) The weightage for Employment Exchange seniority shall be reckoned as per G.O. Ms.No.32, dated 08.12.2016 of the Directorate of School Education (Secretariat Wing), Government of Puducherry.
- (iv) The age and educational qualifications shall be as prescribed in the Recruitment Rules for the relevant post.
- (v) Selected candidates will be engaged as guest teachers for the particular academic year purely on contractual basis.
- (vi) The engagement will be purely a stopgap arrangement for the particular academic year or until the posts are filled on regular basis, whichever is earlier.

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- (vii) They will be disengaged with the commencement of annual vacation and the engagement will come to an end.
- (viii) They may be re-engaged after the reopening of school, if necessity arises for continuing the arrangement, subject to their satisfactory performance in the previous academic year, with the approval of the Secretary (Education). However no re-engagement will be made beyond three years.
- (ix) The guest teachers will be paid a fixed monthly wages as mentioned below. There will not be any increase at the time of re-engagement, if any.
- (a) Balasevika /Primary School Teacher/Sewing Teacher
Fine Arts Teacher and Performing Arts Teacher : Rs.18,000/- p.m.
- (b) Trained Graduate Teacher/School Librarian/Physical
Education Teacher. : Rs.22,000/- p.m.
- (c) Lecturer/Lecturer Physical Education/ Computer
Instructor/Instructor (Vocational) : Rs.25,000/ p.m.
- (x) The engagement will be on no work-no wage basis.
- (xi) They are not entitled to any allowances like DA, HRA, Transport Allowance etc. or Bonus.
- (xii) They are not entitled to regularization of service against any post based on their service as guest teacher.
- (xiii) They are not entitled to regular leave of any kind. They are however entitled to public holidays and declared holidays. They are also entitled to one day casual leave for each completed month of service.
- (xiv) They are not entitled to any retirement or other terminal benefits of any kind.
- (xv) The service rendered by the guest teachers shall not be reckoned for the purpose of seniority or for any other service benefits under the Government in future.
- (xvi) The services of the guest teachers may be terminated after issue of one month notice if their services are not up to expected standard or for any other specific reasons.
- (xvii) They may discontinue their services after giving one month notice if they do not want to continue.
- (xviii) They shall enter into an agreement with the Director of School Education as prescribed in the Annexure after which only engagement order will be issued.
- (xix) If any doubt arises in the implementation of the scheme, the same shall be referred to Government for decision which will be final.

// BY ORDER OF THE LIEUTENANT-GOVERNOR//


7.11.17
(V. JAISANKAR)
UNDER SECRETARY TO GOVERNMENT
(SCHOOL EDUCATION)

To
The Director of School Education,
Puducherry.

Copy to:

1. The Finance Department, Puducherry
2. The Director of Accounts & Treasuries, Puducherry
3. The Deputy Director of Accounts & Treasuries, Karaikal/Mahe/Yanam
4. The Principal Accountant General (Civil Audit), Tamilnadu & Puducherry
5. All Inspecting Officers of the Dte. of School Education, Puducherry
6. G.O. File/Spare

4. EDP SECTION (DSE) ✓

ANNEXURE

[Appended to G.O. Ms. No. 46 dated 07.11.17

AGREEMENT

This agreement made at on this the day of2017 between the Director of School Education, Government of Puducherry (for and on behalf of the President of India)(hereinafter referred to as "the Government" which expression shall, wherever the context so admits, include his/her successors in office and to be assigned) of the One Part and Thiru/Tmt./Selvi Son/Wife/Daughter of Thiru residing at(hereinafter referred to as Guest Teacher of Government Primary / Middle / High / Higher Secondary School) of the Other Part;

WHEREAS, under Office Order No. dated the Director of School Education, Government of Puducherry has issued an offer of engagement to Thiru/Tmt./Selvi as Guest Teacher on contract basis in Government Primary / Middle / High / Higher Secondary School at on consolidated wage 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. Thiru/Tmt./Selvi shall submit himself/herself to the orders and directions of the Director of School Education, Government of Puducherry and of Inspecting Officer / Head of School concerned under whom he/she may from time to time be placed by the Director of School Education, Government of Puducherry for service.
2. Thiru/Tmt./Selvi shall subject to the provisions for determination of the agreement made for the purpose as stipulated in the terms and conditions made in G.O.Ms.No..... dated on consolidated wage of Rs..... (Rupees..... only) per month on year to year contract basis.



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 School Education and the Inspecting Officer / Head of School concerned and shall do all acts to discharge all the duties that may be required of him/her to be done in such capacity as appointed.

3. He/she shall devote his/her whole time and attention to the duties and responsibilities attached to the post of Guest Teacher 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.

4. He/she should not absent himself/herself from duty without getting prior permission of the Head of the School. In case if he/she was unable to attend the school on medical grounds, he/she should produce necessary medical certificate to the concerned Officer through the Head of School. The individual is informed that the wage will not be paid for the absence period since his/her appointment is purely on contract basis. The individual is further informed that he/she is liable for disciplinary action for un-authorized absence as per rules in force.

5. He/she at all times will, truly and faithfully account for and deliver to the person who is appointed or posted as his/her successor all 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 and obey all such orders, direction and regulation as he/she may from time to time receives from his/her superior authorities.

6. The services of Thiru/Tmt./Selvi may at any time during the tenure of service under this agreement, be terminated by the Director of School Education by giving one month notice on the part of employer except in case of termination for want of vacancy. The individual may also break his contract at any time during the tenure of service, by giving one month notice to the Director of School Education, Government of Puducherry.



7. If he/she should observe and comply with all the terms, conditions, stipulation and provisions of these present, it shall be paid to him/her for such time as he/she shall be in the said contract service and perform the duties herein before mentioned but not otherwise, consolidated wage of Rs.(Rupees.....only) per month for the post of Guest Teacher.

8. He/she shall during his/her contract service under this agreement be eligible for one day casual leave for every completed month of service. He/she is entitled for regular and public holidays. He/she is not eligible for any other leave other than this.

9. He/she shall not be eligible for any service benefits including pension, invalid pension, retirement benefits and bonus etc., taking into account the period of his/her contract service.

10. He/she shall not have any claim for regularization of his/her services in the post of Guest Teacher for fixation of seniority and sanction of increment by virtue of this appointment on any account, for any reason whatsoever.

11. Notwithstanding anything herein before contained, Thiru/Tmt./Selvi shall not be entitled to receive in whole or part of 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 unless otherwise decided by the Government and the decision of the Government in respect of such improvement in the terms and conditions of such service of him/her, shall operates so as to modify to that extent the provisions of these presents.

12. 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.

13. He/she is liable for transfer to any place by the Director of School Education, Government of Puducherry.



14. He/she should perform the duties allotted by the Head of the School every day completely and he should leave the school with the permission of the Head of the School.

IN WITNESS WHERE OF, the said Thiru/Tmt./Selvi and the Director of School Education, Government of Puducherry acting for and on behalf of the President of India have hereunto set their respective signature.

Signature of the Contract Employee

In the presence of:-

First Witness

Name and Address

Occupation

Second Witness

Name and Address

Occupation

Signed and delivered by the Director of
School Education, Government of Puducherry

In the presence of:-

First Witness

Name and Address

Occupation

Second Witness

Name and Address

Occupation

