

**GOVERNMENT OF ASSAM
ELEMENTARY EDUCATION DEPARTMENT
DISPUR :: GUWAHATI-6**

ORDERS BY THE GOVERNOR OF ASSAM

NOTIFICATION

Dated Dispur the 6th August, 2020

No. PMA.38/2020/29: In partial modification of earlier Govt. Notification issued vide No. PMA. 38/2020/26 dated 01/07/2020, the Government of Assam, after careful consideration of all aspects, is pleased to further clarify the following for allowing benefits to those Contractual Teachers working under Axom Sarba Siksha Abhiyan Mission:

- (1) **Signing of agreement**: The agreement for further contract on the basis of this Notification shall be signed by the Mission Director, Axom Sarba Siksha Abhiyan Mission instead of SMC of the school where the Contractual Teachers are working. The Head of the Institution shall sign in the agreement as 1st witness and the President of the SMC sign in the agreement as 2nd witness. Agreement format is enclosed at Annexure I. Hence revised.

The other terms and conditions will remain same as per earlier Notification No. PMA. 38/2020/26 dated 01/07/2020.


(Preetom Saikia, IAS)

Commissioner & Secretary to the Government of Assam

Elementary Education Department

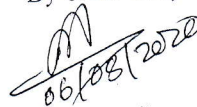
Dated Dispur the 6th August, 2020

Memo No PMA.38/2020/29-A

Copy forwarded for information and necessary action:-

- (1) The Accountant General (A&E) Assam, Guwahati-29.
- (2) The Director of Printing and Stationeries, Assam, Bamunimaidam, Guwahati-21. He is requested to publish in the next Extra Ordinary issue of the Assam Gazette and also to send 200 (two hundred) copies to this Department.
- (3) Mission Director, SSA, Assam, Kahilipara, Guwahati-19
- (4) All Deputy Commissioners.
- (5) The Principal Secretary of D.H A District Council/KA A District Council/BTC.
- (6) The Director of Elementary Education, Assam, Kahilipara, Guwahati-19.
- (7) The Director of Education, BTC, Kokrajhar/ Addl. Director of Education, Hills, Haflong.
- (8) The District Elementary Education Officer (All)
- (9) The Block Elementary Education Officer (All). They are requested to communicate this Notification to all Head of the Educational Institutions under their control.
- (10) Finance (EC-III), Department, Dispur.
- (11) Political (Cabinet Cell) Department, Dispur.
- (12) The Principal Private Secretary to Chief Minister, Assam
- (13) The SO to Chief Secretary, Assam, Dispur, Guwahati- 6
- (14) The PS to Hon'ble Minister of Education, Assam, Dispur.
- (15) The PS to Principal Secretary, Elementary Education, Dispur
- (16) Guard file.

By order etc.,


06/08/2020

(M. Gogoi)

Deputy Secretary to the Government of Assam

Elementary Education Department

**AGREEMENT FORM
FOR ENGAGEMENT OF ASSISTANT TEACHER, IN PRIMARY/UPPER
PRIMARY SCHOOLS, WORKING AS CONTRACTUAL TEACHERS
UNDER AXOM SARBA SIKSHA ABHIYAN MISSION, ASSAM**

THIS AGREEMENT IS MADE on this day the.....of month.....of the Year.....between Axom Sarba siksha Abhiyan Mission, Kahilipara, Guwahati 781019 hereafter called the "First Party" of the one part and Mr./Ms... .., Son/daughter of Resident of Vill..... P.O..... P.S in the district of and the Second Party of the other part.

AND WHEREAS the First Party has engaged the Second Party as Assistant Teacher on Contractual Basis in Primary/Upper Primary Schools, working as Contractual Teachers under Axom Sarba Siksha Abhiyan Mission, engaged to strengthen and improve the quality of Elementary Education in the State in compliance with the Right to Education Act, 2009 and with a view to maintain Pupil-Teacher ratio (PTR), especially in the schools of remote and isolated areas and the Second Party has agreed to serve the School in that capacity on the terms and condition herein after contained.

AND WHEREAS the Second Party was engaged as Assistant Teacher on contractual basis vide appointment letter no dated and accordingly he/she has been working in School,....., Block....., District..... and executed an agreement on which is now superseded by this present agreement;

NOW THESE PRESENTS WITNESS AND THE Parties hereto respectively agrees as follows:

1. The Second Party shall remain in the service of the School as Assistant Teacher on Contractual Basis in Primary/Upper Primary Schools, working as Contractual Teacher under Axom Sarba Siksha Abhiyan Mission, engaged to strengthen and improve the quality of Elementary Education in the State in compliance with the Right to Education Act, 2009 and with a view to maintain Pupil-Teacher ratio (PTR), especially in the schools of remote and isolated areas, from the date of fresh joining i.e./07/2020 pursuant to this present agreement till further order or maximum till attaining the age of 60 years (hereinafter called 'contractual period') subject to the provisions herein contained.
2. The Second party has agreed to perform duties as per the job to be specified and assigned by the Principal/Headmaster of the School, which shall constitute an integral part of this Agreement.
3. During the period of the instant contract, the Second Party will be entitled to continue to draw Salary and increment as per ROP in force and also the benefits of CPF etc.as is being drawn as per existing system. In the existing Salary the Scale of pay is of Rs. _____ and Grade pay is of Rs. _____. The Second party will not be entitled to any kind of pension and /or any other pensionary benefits on their completion of service on attaining 60 years of age or

prior to that in the event of termination and/or death, resignation and/or any other event which may lead to cessation of service.

4. That the Second Party shall not claim any additional or arrear salary or other benefits for the period of service pursuant to the previous agreement which is now superseded by the present agreement as the benefits accruing under the present agreement shall be prospective in nature.
5. The Second party will be entitled for Medical re-imbusement benefits maximum upto Rs.5.00 lakh annually for himself/herself and his/her immediate dependent/s, who are his/her parents, sons, daughters and spouse, all inclusive in the said amount during the period of this contract. The provisions of the Assam Medical Attendance Rules, 2008 (Rules) (as Amended) shall apply mutatis mutandis regarding assessment of illness and mode of treatment only.
6. The Second party will be entitled to avail Bank loan at par with other State Government employees.
7. The statutory deductions as applicable will be deducted against the remuneration of the Second party at source, and shall be deposited following the due financial procedures.
8. Any action either directly or indirectly of the party for the change of posting/re-deployment will be guided according to the Transfer Policy and the Policy of rationalization/amalgamation for Elementary Teachers of Govt. of Assam, to maintain the Pupil Teacher Ratio (PTR) mandated by the RTE Act, 2009.
9. The Second Party will have to stay and be stationed within a radius of 8 (Eight) kilometers from the school in which the Second Party is required to serve. Violation of this clause will lead to termination of the contract.
10. The services of the Second Party shall stand automatically terminated at the expiry of contract period, without any necessity of giving any notice or notice pay to the Second Party and without any liability on part of Govt. of Assam, to pay any retrenchment or other compensation or other amounts to the Second party.
11. The Second Party will be entitled for Casual Leave (CL), Earned Leave (EL), Maternity Leave (ML) and Child Care Leave (CCL) as per Rule for a Vacation Department of the Government of Assam. The casual leave will be granted by the Principal/Head Master concerned and other leave benefits will be granted by the Mission Director, SSA, Assam.
12. The performance appraisal will be conducted annually for the Second Party by the Mission Director, Axom Sarba Siksha Abhiyan Mission. The competency assessment will be conducted by the Principal/Head Master concerned/Block Elementally Education Officer Annually.
13. The continuation of engagement of the Second party will depend upon the satisfactory Annual Performance Report and may be terminated by the Mission Director, Axom Sarba Siksha Abhiyan Mission, if the performance of the Party is found to be unsatisfactory or below the minimum expected levels as per prevalent norms or if the Second Party is found to be guilty of any insubordination, dereliction of duty or any other misconduct. Further, the Second Party's

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continuation in service will also be subject to satisfactory report on his or her regularity in attendance, good academic performance in discharge of duty as teacher, socially acceptable behavior, political neutrality and other moral and social behavior and activities.

14. The Annual Performance Report of the Second Party will be appraised annually as per the criteria/ norms and by such authority as may be fixed by the Government in Elementary Education Department, Assam.
15. The senior most Secretary to Govt. of Assam, Elementary Education Department, will be the Appellate Authority for any matter related to the termination issue.
16. That during the period of contract, the Second Party shall not indulge in any political activity, directly or indirectly and shall not contribute anything in print/electronic or social media platform which are political, communal or anti establishment in nature. However, the Second party is not debarred from practicing any creative writing in literature and in any other creative and academic fields. The Second Party is strictly restrained from undertaking any part time job/activity, more particularly in the field of journalism. Any violation of the terms and conditions in this clause will be considered as an act of serious misconduct which will lead to termination of contractual service.
17. That any kind of unauthorized absence, staying away from or dereliction of primary and assigned duty of teaching, including attending Court for personal litigation purposes without authorized leave of absence will be treated as a misconduct and may lead to termination of service.
18. Either of the parties hereto have the right to terminate this Agreement without assigning any reasons; provided that a written notice of one month is given to the other party.
19. The Tribunals and Courts in Guwahati will have the exclusive jurisdiction in respect of all matters pertaining to contractual agreement between the First Party and the Second Party.

IN WITNESS THEREOF, THE SECOND PARTY AND AUTHORIZED SIGNATORY OF THE FIRST PARTY HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR SECOND ABOVE WRITTEN

For Axom Sarba Siksha Abhiyan Mission First Party	Second Party
(Mission Director or his Representative)	
Signature	Signature
Name	Name with present and permanent address
Designation	
Seal	
Witness – 1 (DEEO/BEE0)	Witness-2 The School Principal/Head Master of the school, or In-charge head of the School
Signature	Signature

Name	Name
Address	Address
Dated	Dated

