

## AGREEMENT

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ month 2018 year between Collector-cum-Chief Executive Officer, Zilla Parishad, Bargarh (herein after called the "First Party" of the one part and Sri / Smt. / Kumari \_\_\_\_\_ Son / Wife / Daughter of Sri \_\_\_\_\_ aged about \_\_\_\_\_ year residing at Village \_\_\_\_\_ PO \_\_\_\_\_, PS \_\_\_\_\_, Block \_\_\_\_\_, Dist \_\_\_\_\_, PIN \_\_\_\_\_ (herein after called "Second Party" of the other part).

And whereas, the Second Party is willing to be engaged as Junior Teacher (Contractual) to impart teaching in the Primary / Upper Primary Schools under School & Mass Education Department, Government of Odisha and to motivate the parents / guardians to send their children to Schools and will be assigned such other works relating to teaching for the objective of Universalisation of Primary Education and Implementation of Right of Children to Free and Compulsory Education Act' 2009.

And whereas the First Party desires to engage the Second Party on a contract basis as "Junior Teacher (Contractual) for the period specified hereunder and the Second Party agreed to enter in to this contract and abide by the terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSED and the parties hereunder hereby agree as follows:

1. That the First Party shall provide engagement to the Second Party as Junior Teacher Contractual in Primary / Upper Primary Schools for a period commencing on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year and ending on \_\_\_\_\_ Year as agreed to by both the parties and the contract of this engagement ipso-facto shall be terminated on the last working day of the date specified for which no formal notice of order by Zilla Parishad is required to be issued by the First Party. The contract will stand re-signed on expiry of the period.
2. Teaching in the School shall be main duty of the Junior Teacher (Contractual).
3. That the Second Party shall be paid Rs.7400/- (Rupees seven thousand four hundred) only per month as consolidated honorarium.
4. Junior Teacher (Contractual) will get consolidated monthly remuneration as decided by Govt. from time to time.
5. That, the Second party shall not be eligible to get any other allowance and shall not claim any other dues except the honorarium as mentioned in Clause(3) above.
6. The engagement will be on basis of annual contract in case Zilla Parisad decides not to renew the contract appeal shall lie to the Government within three months on non-renewal of contract.
7. That, the Second Party shall be eligible for casual leave of 12 days during one calendar year. She / he shall not be entitled to any other authorized

absence beyond the above-mentioned period. If she or he remains absence with permission and she / he does not have any authorized leave at his/her credit, the proportionate amount from consolidated remuneration shall be deducted.

8. The second party ensures completion of entire curriculum within the specified time.
9. The Second Party must assess the learning ability of each child and accordingly supplement additional instruction, if any, as required.
10. They must ensure minimum level of learning (MLL) for the students as prescribed by the Competent Authority (School & Mass Education Department)
11. The Second Party must ensure at least 90% attendance of the children in respective school in all classes.
12. The Second Party must maintain regularity and punctuality in attending school.
13. The Second Party shall reduce the drop out of the children in school below 10%.
14. The Second Party shall motivate the parents / guardians of the villages in which the School is situated for enrollment of children within the age group of 6 to 14 years. It will be their duty to contact parents / guardians in case children fail to attend classes regularly and get back such children to the classes.
15. The Second Party will hold regular meeting with parents and guardians and apprise them about the regularity in attendance, ability to learn, process made in learning and any relevant information about the child.
16. That the Second Party would attend training Programme as may be fixed by Government from time to time.
17. That, the Second Party shall perform all such other duties as assigned to them by the Competent Authority as and when required.
18. The engagement shall be cancelled, if any fraudulent testimonial is detected in future, if he / she criminally proceeded against.
19. The engagement shall be cancelled, if the training qualification (CT or B.Ed as the case may be) is detected to have not been recognized by NCTE.
20. The Second Party shall be abide by the rationalization of teachers of Govt. as issued from time to time.
21. Whenever applicable the Second party will work under the administrative control of Head Pandit / Head Master or Head Mistress in charge of the school to which he / she is assigned. They shall perform the duties as will be entrusted upon him / her by the concerned Head Pandit / Head Master or Head Mistress.
22. The second Party may be assigned any other work in futureance of the objective of universalization of Primary Education / RTE Act by Chief Executive Office, Zilla Parisad or any other authority as decided by Government in School & Mass Education Department from time to time.
23. The engagement is subject to result of the W.A. 442 / 2017 & other batch matters.

IT IS EXPRESSLY STATED AND AGREED that any duties rendered under this agreement by the Second Party shall not any circumstances whatever provided him /

her any right to claim for any scale of pay or to be appointed in any service that may exist now or may arise in future in any educational institutions or in any Government Officers.

IN WITNESS WHERE OF the parties here to and hereby put their hands the day, month and year first above written.

Name & Designation and  
Address  
Signature of the Second  
Party

In the presence of witness for Second Party

1. Name .....
- Address .....
2. Name .....
- Address .....

In the presence of witness for First Party

1. Name .....
- Address .....
2. Name .....
- Address .....

Chief Executive Officer,  
Zilla Parishad-cum-Collector, Bargarh  
(First Party)

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