

PROCEEDINGS OF THE STATE PROJECT DIRECTOR, SARVA SHIKSHA ABHIYAN,
ANDHRA PRADESH, HYDERABAD.

Present: K.Sandhya Rani.,IPoS.

Rc.No. 1707/SSA-AP/A9/2015.

Dated;21-04-2015.

Sub;- SSA, Andhra Pradesh, Hyderabad – Re-engaging of the services of the certain personnel on Out sourcing/Contract basis in the SSA for the year 2015-16– Certain instructions *-issued-Regarding.

Ref:- Project Approval Board (PAB) meeting held on 05.02.2015.

All the Project Officers of SSA in the state are informed that the Project Approval Board of SSA met in New Delhi on 05.02.2015 and approved the budget tentatively for CRCs and BRCs for the year 2015-16.

02. Hence, all the Project Officers of SSA in the state are requested to re-engage the services of MIS Coordinators, Data Entry Operators, Cluster Resource Persons, Divisional Level Monitoring Teams and Asst Sectoral Officers (NGO) on contract basis/out sourcing to work from 01.05.2015 till the end of the academic year 2015-16 in DPOs, Divisional, Mandal, School Complex and School level in the districts duly assessing the performance.

03. A model contract form and proceedings are enclosed herewith for ready reference. No personnel shall be engaged without entering into contract under any circumstances. If any deviation is noticed, action will be initiated against the concerned officers as per rules. While engaging them, assessment of previous years performance shall be strictly assessed.

04. Further all the Project Officers of SSA are requested to collect the information of the personnel category wise in the format enclosed and furnish the same to the State Project Office within 15 days after engaging the services. The information shall be updated from time to time based on modifications, if any and kept ready at the District Project Office and furnish the same to the State Project Office as and when required.

05. The services are engaged afresh.

06. Therefore, all the Project Officers of SSA in the state are requested to follow the norms strictly without any deviations and submit compliance to the State Project Office.

Sd/-K.Sandhya Rani.
STATE PROJECT DIRECTOR.

Encl (as above)
To,

The Project Officers of SSA in the state.

Copy to all the District Educational Officers in the state.

Copy to Commissioner School Education, AP, Hyderabad.

Copy submitted to the Principal Secretary to Government, School Education, AP, Hyderabad.

//True Copy Attested//


Additional State Project Director.

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24/4/15

CONTRACT OF EMPLOYMENT

This Employment Contract is entered into this the ____ day of _____ (Month) 2015 (Year).

BY AND BETWEEN

Project Officer/ M.E.O/ HM, School Complex _____
represented by _____ **district** (hereinafter referred to as the “**Employer**” which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors and assigns) of the **ONE PART**.

AND

Sri/Smt./Kum. _____, an Indian resident, residing at _____
_____ (hereinafter referred to as the “**Employee**” which expression shall unless excluded by or repugnant to the context or meaning thereof include his administrators, executors, legal heirs and representatives) of the **OTHER PART**.

(The Employer and the Employee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS

A. Government of India, Ministry of Human Resource Development, New Delhi have introduced a Scheme called “Sarva Shiksha Abhiyan” to achieve Universalisation of Elementary Education. For Implementation of the objectives of SSA, “Andhra Pradesh Sarva Shiksha Abhiyan Society” has been registered with Registration No.277 of 2014 under the Andhra Pradesh Societies Registration Act 2001 The following are the main objectives of Sarva Shiksha Abhiyan:

- a) To provide access to all children up to the age of 14 years.
- b) To enroll and retain all children in regular schools up to the age of 14 years.
- c) To impart Quality Education to the children.

- d) To provide building and infrastructure facility to all the Government and Local Body, Primary, Upper Primary and High Schools.
- e) To implement schemes of SSA, KGBV and other schemes as entrusted by Government of India / Government of Andhra Pradesh as per the norms, guidelines, instructions issued by the respective Governments from time to time.
- f) To implement "Right of children to free and compulsory Education Act, 2009".

B. The Employer in order to achieve the above objectives requires the services of the Employee who has requisite knowledge and expertise.

C. Based on the representations and statements of the Employee, the Employer has agreed to appoint the Employee for the rendition of the duties entrusted to him in the order of engagement of his services on the terms and conditions hereinafter appearing in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Employer and the Employee hereby agree as follows:

1. Duration of Agreement

This agreement will be deemed to have come into effect on the ____ day of _____ (month), 2015 (Year), the contract shall initially be for a period of ____ months on temporary basis from the date of commencement of this agreement and Co-terminus with Sarva Shiksha Abhiyan.

2. Appointment

The Employer, subject to the terms and conditions of this Agreement and based on the representations and warranties of the Employee as contained herein, hereby engages the services of the Employee and the Employee hereby accepts to offer his services as an Employee for rendition of the services to the Employer. The Employee's job title is _____ and the primary place of

work will be in _____. In addition, the Employee will work at, and travel to, such locations as may be necessary for the proper discharge and fulfillment of the Services.

3. Remuneration, leave and working hours

A consolidated remuneration is fixed as Rs. _____ per month without any allowances

- a) The Signatory shall be accorded 15 days Casual Leave in a calendar year. The Signatory is not eligible for any other kind of leave.
- b) Working hours shall be those applying to the project/activity to which the Signatory is assigned.
- c) The employee is not entitled for any remuneration for the period not attended to duty.

4. Status of Signatory

The Signatory shall have the status of a temporary contractual employee and shall not be considered in any respect as a regular staff of Sarva Shiksha Abhiyan. The Signatory is subject to Income Tax laws as applicable with the duration of the contract.

5. Rights and Obligations of the Signatory

The rights and obligations of the Signatory are strictly limited to the terms and conditions of this contract. Accordingly, the Signatory shall not be entitled to any benefit, payment, subsidy, compensation or any other benefits, except as expressly provided in this contract.

- i) The individual should attend the work as per the job chart prescribed by State Project Director, Sarva Shiksha Abhiyan.

- ii) The individual should collect all statistical data pertaining to their sector and to update it from time to time and should be able to submit the same to higher authorities whenever required.
- iii) The individual shall under take field visits as and when required.
- iv) The individual should be available during all the working days of the Govt. during office hours. In addition he should be available whenever his services are required on holidays/ after office hours due to urgent works.
- v) The individual should get prepared with relevant information/ records for review meetings, seminars conferences, workshops and group discussions including report writings, preparation of project report, documentation work etc., whenever they are conducted by the Authority.
- vi) The individual shall attend to such other duties entrusted by the Collector & Chairman, Sarva Shiksha Abhiyan, _____ and the Project Officer, Sarva Shiksha Abhiyan, _____ from time to time.

6. Rescission

Either party may rescind this agreement at any time by giving the other party at least 30 calendar days notice in writing of its intention to do so. However, Sarva Shiksha Abhiyan will terminate the services of the Signatory involved in disciplinary cases and in criminal cases immediately if proved in departmental enquiries prima facie findings established the irregularities. The State Project Director, Sarva Shiksha Abhiyan, Andhra Pradesh, Hyderabad is empowered to take necessary appropriate action without giving any notice.

7. Termination

In case of improper conduct and / or unsatisfactory performance by the Signatory, having regard in particular to the Terms and Reference mentioned above, Sarva Shiksha Abhiyan shall terminate this agreement without any notice and no compensation shall be payable in such case.

8. Unpublished Information

The Signatory shall exercise the utmost discretion in regard to all matters of official business. He/She shall not communicate to any person any information known to him/her by reason of official position which has not been made public, except on written authorization of the Project Officer, Sarva Shiksha Abhiyan. At no time shall

he/she in any way use to private advantage information known to him/her by reason of his official person. These obligations do not ease with expiry of this Agreement.

9. Performance of Duties and Standards of Conduct

In the performance of his/her duties under this Agreement, the Signatory shall be exclusively responsible to Sarva Shiskha Abhiyan and also institutional Head where Sarva Shiskha Abhiyan offices are located.

The Signatory shall not engage in any activity that is contrary or conflict with the purposes / principles or the proper discharge of his/her duties for Sarva Shiskha Abhiyan. He/She shall avoid any interaction with the Press and in particular any kind of public pronouncement, which may adversely reflect on his integrity, independence or impartiality, which are required in his/her relationship with Sarva Shiskha Abhiyan. At every step, he/she will act according to the Human & Child Rights regulations and violation of the child rights will be viewed seriously.

Any favour, gift or remuneration from any sources other than Sarva Shiskha Abhiyan shall not be accepted by him/her.

10. Release of Remuneration

Remuneration will be released to the Signatory only by Sarva Shiskha Abhiyan.

UNDERTAKINGS

- (i) The Signatory shall obey the orders and directives issued by Project Officer / Head of institution where he/she is posted and other higher officials of Sarva Shiskha Abhiyan from time to time and maintain all records meticulously as required to be maintained in his/her terms of duty and produce them as and when called for inspection and provide requisite data periodically as required by Sarva Shiskha Abhiyan or any such officials empowered to know such information.
- (ii) The Signatory shall inform beforehand the concerned officials of Sarva Shiksha Abhiyan placed immediately above him/her regarding his/her absence from duty due to any personal reasons and shall inform at least one day prior to availing Casual leave.
- (iii) The Signatory shall use such cordial and pleasant language while interacting with his/her superiors and in any case shall not use arrogant or insubordinate language

with his/her compatriots and will maintain extra cautiousness towards punctuality in working place.

- (iv) The Signatory shall be bound by the undertakings mentioned above in this Agreement and understand that any deviation shall immediately render in cancellation of this Contract Service Agreement and result in termination of service without any prior notice and any compensation thereof.

Provided further that in the case of contractual employee defaults the conditions laid down in the service agreement, the Sarva Shiksha Abhiyan is entitled to recover damages from the contractual employee. The quantum of damages will be fixed by the Sarva Shiksha Abhiyan which will be final.

The place of enforcement of this Bond shall be _____ district.

The Contract/Bond shall in all respects be governed by the laws of Andhra Pradesh for the time, being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of Andhra Pradesh.

Project Officer/M.E.O/ HM,
School Complex_____ District

Signature of the Signatory
(Contractual Employee)

Letter of Contractal Offer

Rc.No. _____

Date: _____

Sub:- A.P. SSA, Hyderabad - 2015-16 Engaging the services of Sri/Smt. _____ in the O/o _____ as Data Entry Operator/ Cluster Resource Persons/ Divisional level Monitoring/MIS Coordinators - Orders - Issued.

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Sri / Smt. _____ is selected _____ and accordingly his/her services are hereby engaged to work as _____ in O/o the _____ district purely on contract basis initially for a period of _____ months from the date of joining duty. The services of the above individual are engaged on the following terms and conditions:

- 1) A fixed remuneration of Rs. _____ per month will be paid without any Allowances.
- 2) The individual should work as per the job chart prescribed by the State Project Director, Sarva Shiksha Abhiyan, A.P, Hyderabad.
- 3) The individual should be available during all working days of the Government during office hours. In addition he/she should be available whenever his/her services are required on holidays/ after office hours as per exigency.
- 4) The individual should get prepared with relevant information / records for review meetings, seminars conferences, workshops and group discussions including report writings, preparation of project report, documentation work etc., whenever they are conducted by Project Officer / Higher Authorities.
- 5) The individual shall attend to such other duties entrusted by the Project Officer, Sarva Shiksha Abhiyan, _____ district / Head of the Institution where his/he services are engaged.

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- 6) The contract of the individual is subject to termination at any time without assigning any reason thereof at one month notice.
- 7) The individual is eligible for availment of (15) days Casual Leave in a calendar year. He / She is not eligible for any other kind of leave. He / She should submit work done report to the concerned Head before 5th of every month.

Encl: Proforma of Contract of Employment

Head of the Institution/ Officer

To

Sri / Smt. _____

- Copy to the District Educational Officer, _____ district and Ex-Officio Project Coordinator, Sarva Shiksha Abhiyan, _____ district.
- Copy to the Collector & District Magistrate, _____ district and Chairman, Sarva Shiksha Abhiyan, _____ district.
- Copy to State Project Director, Sarva Shiksha Abhiyan, AP, Hyderabad

Sarva Shiksha Abhiyan, Andhra Pradesh, Hyderabad

Details of _____ engaged on contract basis for the year 2015-16

Name of the district:

| Sl. No | Name of the personnel | Place of working (School, School complex, MRC, Divisional level and DPO) | Date of joining | Qualifications | | SB A/c Number | Name of the Bank with Branch | IFSC Code | Remarks |
|--------|-----------------------|--|-----------------|----------------|--------------|---------------|------------------------------|-----------|---------|
| | | | | Academic | Professional | | | | |
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* Information should be submitted Category wise in separate sheet.

Signature of the Project Officer