

AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ month of 2018 year BETWEEN Chief Executive Officer, Zilla Parishad, Balasore. Collector-cum-CEO, Zilla Parishad, Balasore (here-in-after called the 'First Party' of the one part AND Sri/ Smt/Kumari _____ S/O, D/O,W/O _____ aged about _____ years residing, At: _____, P.O _____, P.S _____, Block _____, Dist: _____) here-in-after called the 'Second Party' of the other part.

And whereas, the Second Party is willing to be engaged as **Sikshya Sahayak (JT Contractual)** to impart teaching in the Primary/ Upper Primary Schools under School & Mass Education Department, Government of Odisha to assigned the duty as per point no-9 in resolution No-18668/SME Dated 06.08.2013 of S& ME Deptt. Govt. Odisha

And whereas, the First Party desires to engage the Second Party on a contract basis as "**Sikshya Sahayak (JT Contractual)**" for the period specified hereunder and the second party agreed to enter into this contract and abide by the terms and conditions of this agreement as per resolution No-18668 dated 06.08.2013.

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 Sikshya Sahayak (JT Contractual) in Primary/Upper Primary Schools for a period commencing on ____ day of _____ month of 2018 year and ending on the ____ day of _____ month of _____ Year as agreed to by both the parties and the contract of this agreement ipso-facto shall be terminated on the last working day of the date specified for which no formal notice or order by the Zilla Parishad is required to be issued by the First Party. The contract will stand rescinded on expiry of the period.
2. That, the Second Party shall submit himself / herself to the orders of Zilla Parishad and of the Officers/Authorities under whom he/she may from time to time be placed by the first party and shall at all times, obey the rules prescribed and shall discharge whenever required to perform such duties as may be assigned.
3. That, the Second Party shall employ himself / herself efficiently and diligently and to the best of his/her ability.
4. That, the Second Party shall be paid Rs.7,400/-(Rupees Seven thousand four hundred) only per month as consolidated honorarium.
5. The Second Party shall not claim the service benefits as admissible to the State Govt. Employees.
6. That, the Second Party shall not be eligible to get any other allowances and shall not claim any other dues except the honorarium as mentioned in Clause -(4) above.
- 7 That, the Second Party shall not be eligible subject to exigency of public service for Casual Leave of 12 days during an academic year.

- 8. That, the Second Party shall not be entitled for any other kind of authorized absence beyond authorized leave. If he/she remains absent with permission and he/she does not have any authorized leave at his/her credit, the proportionate amount from his/her consolidated honorarium shall be deducted.
- 9. That, teaching in the school shall be the main duty of the second party.
- 10. That, the Second Party must ensure minimum level of learning (MLL) for the students as prescribed by the competent Authority(S& ME Deptt.)
- 11. That, the Second party must ensure at least 90% attendance of the children in respective schools in all classes.
- 12. The second party shall ensure the zero drop out of the children in school.
- 13. The Second Party would attend training programme as may be fixed by Govt. from time to time,
- 14. The second Party shall be abide by the rationalization of teachers policy of Govt. as issued from time to time.
- 15. That, the Second Party has agreed to serve in the manner as required and perform the duties assigned by the First Party and he/she has agreed to be disengaged without any notice on ground of involvement in criminal case / misconduct / delinquency / incapacitation / unauthorized absence / poor performance.
- 16. If the second party is lack training qualification during the operation of the agreement she/he shall acquire the training qualification at his/her own cost within the stipulated period as provided under section 23 (1) of RTE Act. Failing which she/he shall be disengaged and no agreement shall be executed thereafter.
- 17. The engagement shall be cancelled, if any fraudulent testimonial is detected in future.
- 18. **The engagement as S.S (JT Contractual) shall be subject to the result of WA. 442/17 and other batch matter.**

IT IS EXPRESSLY STATED AND AGREED that any duties rendered under his agreement by the Second Party shall not under any circumstances whatsoever provide 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 Govt. Offices.

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

In the presence of witness

Name & Designation & Address

- 1. Name
- Address.....

Signature of the Second Party.

- 2. Name
- Address.....

In the presence of witness

- 1. Name
- Address.....

- 2. Name
- Address.....

**Signature of Collector-cum-CEO
Zilla Parishad, Balasore District
(First Party)**

AFFIDAVIT

I, Shri/ Smt. / Kumari _____ S/o, D/o, W/o
_____ residing at _____

Po.- _____ District. _____ do hereby
undertake as follows:

1. That, I have been selected as SS in Balasore District as per my marks secured in HSC from _____ Board, +2/+3 Arts/Science from _____ Council/University and CT/B.Ed. from _____ Board/University.
2. That, I am well aware of the marks published in the select list and found them correct.
3. That, all the certificate/Mark sheets produced by me are genuine and authentic to the best of my knowledge.
4. That, if at any stage of time, my certificate/mark sheets are found to be forged/not authentic, the authority reserves the right to terminate/disengage me from my engagement as Sikshya Sahayak without any notice.
5. That, the authority reserves right to initiate criminal proceeding against me as per law on identification of any forged certificate/testimonials.
6. That my engagement as S.S/JT (Contractual) shall be subject to the result of WA. 442/17 and other batch matter.
7. That, the facts stated above are true to the best of my knowledge and belief.

Full Signature of the candidate with date

**MEDICAL CERTIFICATE UNDER ARTICLE 49
CIVIL SERVICE REGULATIONS**

I do hereby certify that, I have examined Sri/Smt. _____
_____ S/O, D/O, W/O - _____, a candidate
for employment confirmation in the post of _____ Department and cannot
discover that, he/she has any disease, constitutional affection or bodily infirmity except
_____.

I do not consider this a disqualification for employment / confirmation in the office of
_____. His / Her age is according to his / her own statement _____
years and by appearance about _____ years.

Place:

Signature of Medical Officer

Date :

Signature of the candidate attested

Signature of Medical Officer