

*[Approved by the Coordination Committee in its meeting held on 10/05/2018. Accepted by the University in its EC meeting held on 25/06/2018 for implementation].*

## **ORDINANCE No. 4 (D)**

### **CONTRACTUAL APPOINTMENT OF TEACHERS AGAINST SANCTIONED POSTS**

(Minutes Approved by Coordination Committee held on 26 June 2006)

1. Contract Teacher can be appointed against the sanctioned and vacant post only through advertisement.
2. Selection procedure and consolidated Pay may be approved by the respective EC. However the Contract Teacher will normally be paid as per provisions of Ordinance No. 4 (C), higher consolidated pay may be offered to candidates with higher qualifications and also to teachers in professional courses with prior approval of EC.
3. Selection will be by a Selection Committee comprising of
  - a. Kulpati or his Nominee Chairman
  - b. Dean of the concerned faculty to be nominated by the Kulpati
  - c. Two subject experts not related to the University be nominated by the Kuladhipati
  - d. Member belonging to SC/ST/OBC to be nominated by the Kulpati

Presence of one subject expert is essential.

4. Qualifications will be as per UGC norms in force. However, University can set higher criterion for short listing.
5. Contractual appointment should be made for a period of six months. Attempt should be made to fill the post as early as possible. In the event of non-filling of the post, the contract may be renewed for another period of six months or less. A duly constituted Assessment Committee by the Kulpati will assess the performance of the Contract Teacher for renewal of contract after one year. If the Assessment Committee does not recommend continuation, the post is to be re-advertised. In no case, this arrangement would continue beyond three years and a fresh

advertisement should be given to appoint Contract teachers thereafter. Appointment to these posts shall be automatically get terminated once the regular teachers have been appointed.

6. Similar procedure for appointment of Contract Teacher shall be applicable as per Ordinance 4(c).
7. Contract Teacher shall be appointed against the sanctioned positions as per the Roaster. If it is not possible to fill the reserved position, the university may appoint Guest Faculty against these posts. Their monthly remuneration will be decided by the Executive council of the University from time to time.
8. Contract can be terminated by giving fifteen days notice by either of the party.
9. The Contract Teachers at the time of joining that (a) he will have no claim for the post, (b) he will not claim any allowance and benefits normally available to regular teachers. A contract shall be signed by the parties as given in appendix.
10. Attempt should be made to fill the sanction posts so as to relieve the contract teacher.

## FORM OF AGREEMENT

This Agreement made on the ..... day of between Shri ..... (hereinafter called the "Employee") on the one part and the Registrar of the ..... University for and on behalf of the .....the other part, and has agreed to appoint the employee as .....from the .....day of .....on the following terms and conditions in addition to the conditions provided in the Ordinance No.4 (D) of the contractual appointment of teacher.

Now, it is agreed between both the parties as follows :-

1. Shri/Smt/Ku.....Son/Daughter/Wife of.....resident of .....shall be contractually employed by the University and the employee shall serve the University from the ..... day of .....
2. The employee shall serve the University for a period of 06 months from the date of joining or termination as per clause-6of the contract whichever is earlier.
3. During the term at his employment the employee shall be paid a fixed amount of Rs. .... per month.
4. The employee shall devote his whole time to the duties of the service and will not engage directly or indirectly in any trade, business or occupation on his own account and will not absent himself/herself from his duties without obtaining prior permission of concerned Head of Department of the University.
5. The employee shall make his headquarter at the place of posting.
6. This Agreement may be at any time during the continuance thereof be terminated by either partly giving to the other party at least 15 days notice in writing to that effect and any such notice given by or on behalf of the University shall be deemed to be sufficient if addressed to the employee and sent by registered post to his last known place at residence.

Provided that, the services of the employee may be terminated without 15 days notice and in lieu that employee shall be paid equivalent to salary by the University.

Provided further that, if the Agreement is terminated by the employee before the expiry of the contract period without giving the requisite 15 days notice, he shall pay 15 days salary to the University.

7. The services of the employee may be terminated at any time by issuing a show cause notice and giving a reasonable opportunity to be heard. If the employee commits any misconduct or any breach or neglect of the terms of this agreement or his duties or any of the duties which may from time to time be assigned to him.
8. The employee shall not be entitled to any benefits and (a) he will have no claim for the post, (b) he will not claim any allowance and benefits normally available to regular teachers.
9. Notwithstanding anything contained in clause 6 of this contract, it shall be lawful for the University to terminate the services of the employee at any time during the existence of this contract if it is satisfied on the report of a duly constituted advisory medical board that the employee is unfit and is likely for a considerable period to continue to be unfit by reason of ill health for the discharge of his duties, his services shall be terminated after giving fifteen days notice to him/her. In the event of such termination the University shall not be liable to pay any compensation to the employee for the unexpired period of the contract.

In witness whereof the Parties here in have executed this agreement on the .....day of .....herein above written and signed and the seal of the .....University have been affixed here to

In the Presence of -

1. Signature

Name

Address

Signature of the Registrar

with seal of office.

2. Signature

Name

Address

Signature of the Employee

Name

Address