From

Director General Higher Education, Haryana, Shiksha Sadan, Sector-5 Panchkula.

То

All the Principal of Government Colleges (in the State of Haryana)

Memo No. 6/17-2017 NPE (1) Dated: Panchkula, the 15-01-2018

Subject:- Policy Guidelines of re-engaging of existing Computer Instructors and Computer Lab Attendants in Govt. Colleges for the year 2017-18.

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Kindly refer to the subject cited above.

Please find enclosed herewith Policy Guidelines for re-engaging of existing Computer Instructors and Computer Lab Attendants in Govt. Colleges for the year 2017-18.

Encls:- As above

NPE 2016-17/NPE 1/Eng Lotte

Deputy Director NPE for Director General Higher Education, Haryana, Panchkula Revised Policy Guidelines for re-engaging the existing Computer Instructors and Computer Lab Attendants in Government Colleges for the year 2017-18 purely on temporary basis

- To cover up the shortage of staff in Government Colleges, the State Government has granted permission to re-engage the existing Computer Instructors and Computer Lab Attendants purely on temporary basis. The following guidelines have been approved by the State Government which shall be followed by all the Principals in letter and spirit.
  - Principals will re-engage the existing Computer Instructors and Computer Lab Attendants w.e.f. 11<sup>th</sup> May, 2017 upto 30<sup>th</sup> April, 2018.
  - 2. Existing Computer Instructors and Computer Lab Attendants who are eligible will continue under these guidelines without facing any interview as prescribed under these guidelines duly approved by the department.
  - 3. In no case no new Computer Instructor and Computer Lab Attendant shall be engaged without prior approval of the Department.
- Essential Qualifications:-

### For Computer instructors:-

The minimum qualification for Computer Instructors will be 50% marks in MCA/M.Sc. (Computer Sc., IT)/ or Post Graduate with 'A' level Diploma of DOEACC.

### For Computer Lab Attendant:-

The minimum qualification for Computer Lab Attendants will be 10+2 (with 50% marks) and 'O' level/one year diploma/course in Programming/Computer Application/NCVT Certificate (with 50% marks).

### Terms and Conditions:-

- Remuneration :-
- (a) Computer Instructor would be paid @ Rs. 23,000/- (Rupees Twenty Three Thousand only) per month.
- (b) Computer Lab Attendants would be paid Rs. 15,000/- (Rupees Fifteen Thousand only) per month.

The increased remuneration is applicable w.e.f. 15.01.2018.

They shall also perform all other official duties as assigned by the concerned Principal as per requirement of the college.

#### Duty Hours: -

The duty hours for Computer Instructors and Computer Lab Attendants in the colleges will be from 9:00 AM to 4:00 PM

- Leave: -
  - (i) As per instructions issued by Additional Chief Secretary, Finance Department vide their letter No. 11/8/2014-3FR/11887 dated 04.08.2014, a woman employee is eligible for maternity benefits and whose services have been hired on contract basis shall be entitled "fully paid maternity leave" up to a maximum of six months or till the currency of the subsisting contract, whichever is earlier.
  - (ii) The benefit under this scheme shall be admissible only up to two living children. A woman employee who already has two children before her contractual engagement shall not be entitled to the benefit of maternity leave.
  - (iii) This leave shall be admissible subject to completion of minimum three months service.
  - (iv) The Heads of Department concerned shall be competent to grant 'maternity leave' in terms of these instructions.
  - (v) 12 Casual Leave in a calendar year for any personal reason including medical on pro-rata basis in addition to Gazetted Holidays and Sundays. However, they shall not be entitled to any other kind of leave such as earned leave, half pay leave, medical leave etc.
  - Services: -
  - All persons engaged on contract basis shall execute an agreement on a non-judicial stamp paper of Rs. 10/- with two witnesses and submit the same to the appointing authority concerned( concerned college Principal) at the time of reporting for duty agreeing to the terms and conditions of the contract. (Annexure 'B' and 'C')
  - If the services of any of these Computer Instructors/Computer Lab Attendants are not found up to mark and in case of any misconduct, the college Principal with the consent of the college council can terminate their services any time.

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A)

Annexure - 'B'

## CONTRACT AGREEMENT

## (Computer Instructor)

	This	agreement is made on thi	on thisday of			between the			
Principal and	Govt.	College	(h	ereinafter	called	the	first	party)	
(he	ereinafter	called the second party).	• • • • • • • • • • • • •	*****	•••••••••••••	•••••			

Whereas the first party intend to engage second party as Computer Instructor purely on contract basis up to 30.04.2018 and second party is ready to render his/her services as Computer Instructor for the above mentioned period.

Now therefore, the second party hereby accepts the offer and signs the agreement on the following terms and conditions:-

- That Sh./Ms.\_\_\_\_\_\_, the second party will be paid a consolidated Contract Amount / Remuneration / Job Work Fee of Computer Instructor would be paid @ Rs. 23,000/- (Rupees Twenty Three Thousand) (w.e.f. 15.01.2018). The duty hours for Computer Instructors in the colleges are from 9:00 AM to 4:00 PM.
- 2. That if in case the second party fails to perform the job work assigned to him/her and commits mistakes or misconduct, the first party shall have the right to terminate their assignment after giving appropriate opportunity to the second party.
- 3. That the second party has been re-engaged as Computer Instructor with the first party on purely temporary basis and the assignment will automatically stand terminated on 30.04.2018.
- 4. That after the expiry of assigned period this bilateral agreement shall automatically come to an end on 30.04.2018 without any requirement of notice or compensation etc. to the second party.
- 5. That the second party will be entitled to six months maternity leave (only for female employee) with pay and 12 Casual Leaves per year for any personal reason including medical on pro-rata basis in addition to Gazetted Holidays and Sundays. However, they shall not be entitled to any other kind of leave such as earned leave, half pay leave, medical leave etc.
- 6. Any unauthorized wilful absence for more than two consecutive working days would entail the extermination of contract and next person in panel would be offered this assignment.
- 7. That the present engagement of the second party, for this work in terms of this Service Contract Agreement, shall in no case and circumstances confer any vested right to the second party to continue beyond the aforesaid date nor would confer any vested right to seek any employment in the office of the first party.
- 8. That all the differences and disputes between the parties shall be referred to the college council and its decision would be binding.

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IN WITNESS WHEREOF the Principal, Govt. College ...... the first party and Mr./Ms. , the second party, after understanding all the terms and conditions of this agreement have signed this service contract agreement at on this \_\_\_\_\_ \_\_\_\_\_ day of \_\_\_\_\_\_ in the presence of the following witnesses. WITNESSES:-1. Signature: Name: Principal, Govt. College For and on behalf of First Party Date: Address: 2. Signature: Name: **Computer Instructor** (Second Party) Date: Address: -4-

Annexure - 'C'

# CONTRACT AGREEMENT

# (Computer Lab Attendant)

	This	agreement is made on	on thisday of						
Principal and	Govt.	College		(hereinafter	called	the	first	narty)	
••••••	••••••••••	called the second party)							

Whereas the first party intend to engage second party as Computer Lab Attendant purely on contract basis up to 30.04.2018 and second party is ready to render his/her services as **Computer Lab Attendant** for the above mentioned period.

Now therefore, the second party hereby accepts the offer and signs the agreement on the following terms and conditions:-

- That Sh./Ms.\_\_\_\_\_\_, the second party will be paid a consolidated Contract Amount / Remuneration / Job Work Fee of Rs. 15,000/- per month (Rupees Fifteen Thousand only) (w.e.f. 15.01.2018). The duty hours for Computer Lab Attendant in the colleges are 1 from 9:00 AM to 4:00 PM.
- 2. That if in case the second party fails to perform the job work assigned to him/her and commits mistakes or misconduct, the first party shall have the right to terminate their assignment after giving appropriate opportunity to the second party.
- 3. That the second party has been re-engaged as Computer Lab Attendant with the first party purely on temporary basis and the assignment will automatically stand terminated on 30.04.2018.
- 4. That after the expiry of assigned period this bilateral agreement shall automatically come to an end on 30.04.2018 without any requirement of notice or compensation etc. to the second party.
- 5. That the second party will be entitled to six months maternity leave (only for female cmployee) with pay and 12 Casual Leaves per year for any personal reason including medical on pro-rata basis in addition to Gazetted Holidays and Sundays. However, they shall not be entitled to any other kind of leave such as earned leave, half pay leave, medical leave etc.
- 6. Any unauthorized wilful absence for more than two consecutive working days would entail the extermination of contract and next person in panel would be offered this assignment.
- 7. That the present engagement of the second party, for this work in terms of this Service Contract Agreement, shall in no case and circumstances confer any vested right to the second party to continue beyond the aforesaid date nor would confer any vested right to seek any employment in the office of the first party.
- 8. That all the differences and disputes between the parties shall be referred to the college council and its decision would be binding.

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IN WITNESS WHEREOF the Principal, Govt. College ....., the first party and Mr./Ms.\_\_\_\_\_, the second party, after understanding all the terms and conditions of this agreement have signed this service contract agreement at \_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ in the presence of the following witnesses. WITNESSES:-(1)Signature: Name: Principal, Govt. College For and on behalf of First Party Date: Address: (2)Signature: Name: Computer Lab Attendant (Second Party) Date: Address: 6-