Scott II-27—58,004—4-11-46.

EDUCATION AND PUBLIC HEALTH (194 7) Department.

Ms, **SERIES.**

①

G.O. NO. Ms. 2406 Edn.

→ 15/321 - 27
CF

Dated 7th November 1947.

[Despatch Abstract.]

Madras Educational Rules - Appendix 28 - Form of agreement between teachers and managements revision of grant in Aid Code - Rule 35 - Amendments - Issued.

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
~~G.O.~~	~~3211~~	~~Edn~~	~~15.12.48~~				
T.R.S	2784	Edn	6-9-49				
G.O.	1530	Edn.	31.5-51				
G.O	1802	Edn.	2.7-51				
G.O	2184	Edn	16.9.52.				
G.O	2091	Edn.	8-9-53.				

~~Edn. + D.I.~~ B

15/14/41

Memo No. 67210-B1/46-1 Edn dt 13/11/46.

Discharge of services of teachers in aided edl. institutions.

②

19/11

A 13/11/46

It has been brought to the notice of Govt. that teachers with long expe. ~~have~~ are being sent out by certain managements of private edl. institutions, for reasons ~~having~~ not relat~~ed~~ to their work in the institutions, but on grounds such as the existence of a difference of opinion between them and the management. ~~and~~ "Conditions of service of teachers" has been a matter left to be adjusted between the employee and the employer, so far. The ~~D.O.I.~~ is now requested to circularise the authorities concerned with all private aided institutions ~~that~~ if in future instances of gross injustice to teachers come up, the Govt. cannot help interfering. 2/ ~~The~~ Dir. is also requested to send necessary proposals to enable Govt. to take power, under the rules of aid framed by them, to insist on the managements affording decent terms of service to the teachers ~~on a contract basis~~; the managements themselves may be asked to send suggestions to amend the terms of contract with teachers ~~in this regard~~.

19/11

To ~~the~~ D.O.1.

12/11/46

13/11/46

67 (one copy)
19/8.

C.F. 80.

EDUCATION **DEPARTMENT.**

(3)

Received .... 19 . *Registered* .... 19 .

26 JUN 1947

Subject.

SERVICE CONDITIONS = Discharge of services of Teachers in aided institutions = Agreement between teachers and management = Form = Amendment = Draft proposed:

-:%@%:-

5 2637

ENCLOSURES.
No. ....
....
Spare copies ....

R.O.C. No. 10708-D.3/46

Station MADRAS, *Dated the* 20th JUNE 1947.

From (Name) SRI D.S.REDDI, M.A.(Oxon), M.B.E.,
(Designation) DIRECTOR OF PUBLIC INSTRUCTION, MADRAS.

To The Secretary to the Government of Madras,
EDUCATION AND PUBLIC HEALTH *Department.*

Sir,

page 1c

REF:- Government Memorandum No.67210-B/46 dated 13th November 1946.

***

I have the honour to propose the following amendment to the Grant-in-Aid Code.

page
Memo

Insert the following as sub-para 2 to Rule 35 of the Grant-in-Aid Code.

"The Director may deduct from the grant payable to an institution such amount as may be due to the teachers from the Management for direct disbursement to the teacher concerned, should the management fail in the discharge of its obligations to a teacher under its employ, by -

non-adherence to the terms of agreement entered into under Rule 12(i) of the Madras Educational Rules."

2. I suggest that the terms of agreement to be entered into between the management and the teacher under its employ under Rule 12(i) of the Madras Educational Rules may be amended as follows:

page 4
12th Edition

APPENDIX 28. — pp 43-44 in the M.E.R

Delete the terms of agreement in the present form and insert the following instead:

Form of Agreement to be adopted by all aided Managements.

Agreement made the   day of --------- one thousand nine hundred ------   between (hereinafter called the) (school authority) ~~on~~ of the one part and (teacher) ~~on~~ of the other part;

Whereas the ~~said~~ school authority have agreed to engage the said teacher to serve (in the) (name of the) school at (Place) in the capacity of a teacher and ~~at~~ on the salary hereinafter mentioned;

Now these presents witness and the ~~said~~ parties hereto do hereby ~~respectively~~ agree as ~~hereunder:~~ follows :—

1. That the ~~said~~ school authority shall employ the said teacher and the said teacher shall serve the ~~said~~ school authority as a teacher in the school at (Place) from the date of his taking charge of such appointment until such employment shall be determined as hereinafter provided.

2. That the said teacher shall be on probation for a period of 12 months from the date of taking charge of his appointment, but the ~~management~~ school authority may before the ~~end of 12 months~~ expiry of that period extend it to a further period not exceeding 12 months for reasons to be recorded in writing.

3 ~~2~~. That the said teacher will employ himself honestly efficiently and diligently under the orders and instructions of the Headmaster or Correspondent or other officers of the said school under whom he shall from time to time be placed as teacher in the said school in which capacity he will discharge all such duties appertaining to that office and do all things which may be required of him or which are necessary

to be done in his capacity as aforesaid and will make himself in other respects generally useful as may be required of him.

4 ~~3~~. That ~~he~~ the said teacher will not normally or on any pretence absent himself from his duties without first having obtained the permission of his superior officers authorized in this behalf or in case of sickness or inevitable accident without forwarding where necessary a medical certificate satisfactory to the ~~management of~~ the school ~~aforesaid~~ authority as may be required by ~~its~~ the leave rules for the time being in force in the said school.

5 ~~4~~. That the (said teacher) will devote his whole time to the duties of the said employment and will not on his own account or otherwise either directly or indirectly carry on or be concerned in any trade, business or canvassing work, ~~or~~ private tuition or the like, ~~etc.,~~ of a remunerative kind without the specific written sanction of the ~~management.~~ school authority.

6 ~~5~~. That the said teacher shall conform to all the rules and regulations (for the time being) in force in the said school and ~~will~~ obey all lawful orders and directions as he shall from time to time receive from any authorized officer of the said school.

7 ~~6.~~ ~~(1)~~ (1) That the ~~management~~ school authority shall have the power to terminate the services of a ~~permanent~~ teacher× when he becomes a permanent [illegible] —

×See notes

(a) Without notice for any or all of the following reasons:—

Wilful neglect of duty; serious misconduct; gross insubordination; mental unfitness; suspension or cancellation of teacher's certificates by the Director of Public Instruction under the Madras Educational Rules.

(b) With notice ~~of~~ three months' or three months' salary in lieu thereof for the following reasons:-

Incompetence; retrenchment, physical unfitness, or any other good cause: ~~subject to the following conditions:~~

Provided ~~however~~ that

(i) ~~(1)~~ ~~that~~ the ~~said~~ school authority shall not determine the engagement of the said teacher whether summarily or otherwise without informing him in writing of the grounds on which they intend to take action and giving him ~~of~~ what

5

in ~~the management's~~ their view is a reasonable opportunity ~~of~~ for stating his case in writing, and before coming to a final decision, shall duly consider ~~the teacher's~~ his statement and if he so desires give him a personal hearing; (ii) ~~(2)~~ incompetence shall not be a ground for dismissal in the case of ~~any~~ the said teacher ~~who~~ if he has ~~served for five years~~ after being confirmed in his appointment; (iii) ~~(3) It~~ it shall be lawful for the school authority at any time, if satisfied on medical evidence that the said teacher is unfit, and is likely for a considerable period to continue unfit by reasons of ill health, for the discharge of his duties as such teacher, to terminate his service on paying him three months' salary less any amount which may have been paid to him as leave allowance after the date of his last appearance in the school for the regular discharge of his duties as teacher, subject to a minimum of one month's full salary.

any teacher who has even five years of efficient service after
unless with the previous permission of the S.E.O

see ... for ...

[(2) ~~(ii)~~ That the said teacher (including the Headmaster) in permanent service of a school shall have the power to terminate his service at the end of three months by either giving three months' notice or immediately paying three months' salary in lieu thereof.]

See notes

(3) ~~(iii)~~ That the teacher shall not during the period of this agreement when he ~~is~~ has not ~~under~~ been given notice of termination of his ~~appointment~~ services by the school authority or has not given notice to the school authority for such termination of his services, apply for an appointment under any other authority except through the authority ~~of the said~~ school and the penalty for any breach of this may at the discretion of the ~~said~~ school authority be dismissal from service. The school ~~management~~ authority shall not refuse to forward such application but may decline to relieve him when the need arises unless he gives due notice or pays ~~the penalty equivalent~~ an amount equal to the salary ~~of 3~~ for three months which he is drawing at the time.

– Here enter redraft on p16 of

7. That in respect of those appointed temporarily or to act on probation, the principles enunciated in paragraph 6 above will hold good with these modifications;

(a) Conditions 6(i), (2) and (30 will not apply.

(b) Teachers' notice may be 2 months; similarlyonly two months' salary need be paid in lieu of notice.

See note

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(5) "(2) That the said teacher when he becomes a permanent member of the staff of the said school shall be entitled to have his services terminated either by giving to the school authority three months' notice thereof in writing or by paying that authority three months' salary in lieu of such notice."

"In witness whereof..........and..........have hereunto set their hands.

Signed by the above-named.

in the present ce of

Signed by the above-named

in the present ce of "

7. That the said teacher shall be paid ~~to him~~ for such time as he shall be in service of the said school monthly salary in the scale of Rs.   starting on an initial salary of Rs.   with effect from (date   ) and the following additional allowances:— (Use specify the allowances)

8. That in the event of ~~his~~ the temporary absence (of the said teacher) from duty by reasons of sickness or leave or otherwise, he ~~shll~~ shall be paid such salary only as shall be deterimned by rules (for the time being) in force in the said school:

Provided always that the said teacher shall get the full salary or a proportionately reduced amount per month during the -- vacation, according as he has worked for the full period from July up to ~~to~~ (and inclusive of) March ~~inclusive~~ or a shorter period, subject to the instructions given by the Department of Public Instruction.

~~Signatures of Witness:~~ ~~Signatures of the party.~~

See notes

II.

The following instructions shall be inserted at the end of the appendix to Madras Educational Rules containing the draft agreement:

1. That no formal agreement need be entered into between the management and the teachers appointed for 3 months and less as it would be sufficient in cases of such short engagements if the management stated in the order of appointment the approximate period of appointment and the salary offered and the teacher accepted the terms in writing.

2. That a formal agreement should be entered into between the management and the teachers including the Headmaster in all other cases. The agreement between the Headmaster and the management should specifically secure for the Headmaster's freedom in the control of internal management of the school and the academic work of the school.

The following shall be inserted in such cases in paragraph 2 of the agreement:

That the said teacher in his capacity as Headmaster shall be responsible for the internal management of the school and the academic work of the school and shall exercise such powers as may be necessary for the due discharge of his duties.

3. That no appointment should be kept on a temporary basis for longer than 3 years and that any appointment retained beyond that period should be made permanent.

4. That approved service put in a school in a particular grade of temporary appointment e.g. secondary grade teacher, L.T. Assistants etc., shall be considered as counting towards probation in that grade of appointment in that school.

5. That in schools where the sanctioned scale of permanent posts provide for a time scale of pay the salaries attaching to temporary appointments also should be on time scale.

6. That the managements and individual members shall have the right of appeal to the Director of Public Instruction or the Divisional Inspector as hereunder.

To the Director:

Appointments of Headmasters and Headmistresses: L.T. Assistants, Senior Grade Pandits, Munshis and Commercial and Manual Training Instructors;

To the Divisional Inspectors:

All other appointments.

7. That the vacation salary shall be regulated as hereunder:

The teacher holding a temporary post on the last working day of the school year will get a proportionate salary.

The teacher appointed to act or temporarily in a permanent appointment may get proportionate vacation salary provided he was on duty on the last working day of the school year subject to the principle that if there is a permanent man who draws the whole or any part of the vacation salary, the vacation salary drawn by the acting man shall not exceed the allowance

for the period represented by the difference between the entire vacation period and the period for which the permanent teacher draws the vacation salary.

The teacher should have the right to vacation salary if he was on duty on the last working day of the school year and had served for atleast 8 months in the school year."

I have the honour to be,
Sir,
Your most obedient servant,

for Director of Public Instruction.

KAN.25/6

sd/25/6

10

E & P.H.(B1)

T.M.

⑨

From the Assistant Secretary, E & P.H. Deptt,

To

The Deputy D.P.I.

Reference Director's letter R.O.C. No 10708 D3 -3/46 dated 20-6 -47 regarding revision of the form of agreement between the teachers in aided institutions and the management to define clearly the service conditions and the liability to discharge for certain reasons

Please furnish urgently for reference a copy of the revised terms of agreement arrived at between the aided school teachers and managements and approved by the Provincial Advisory Board of Education . If the existing form and the revised form have been typed side by side for comparison a copy of it may also be furnished.

7.7.47

086
8/7

7/7/47

9/7

Issued
8-7-47

6/7/47

POST COPY OF TELEPHONIC MESSAGE DATED 9th JULY '47.

ASST. SECRETARY TO GOVT. EDUCATION AND PUBLIC HEALTH
11 JUL 1947

From
Sri.D.S.Reddi. M.A.(Oxon) M.B.E.
Director of Public Instruction. Madras.

To
The Assistant Secretary
To Government Education and Public Health Department.
Madras.

56661

Sub:- Agreements to be entered into between teachers in aided secondary schools and managements- Revision of form-

Ref:- Your Telephonic Message dated 8-7-47. p 10 ante

The form of agreement submitted with the Director's letter R.C.10,708-D3/46 dated 20-6-47 is the one approved by the Provincial Board of Education, Madras.

The existing form and the revised form have not been typed side by side. The existing form of agreement is printed as Appendix 28 of the Madras Educational Rules.

R. Narasimhan
for Director of Public Instruction.

B.G.10/7.

(11)

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E&M (167)

67
19/8

153/1916

Schools - Secondary - form of agreement between the management & a teacher - Revision of

from the DPI Roc. No 10708 - B.3.46 & 20.6.47

Memo. No 67210/46 - B, -3 Edn dated 19/8-47

Ap
18/8/47

It has been suggested that the following alterations may be made in the revised form of agreement suggested by the DPI in his letter cited above

(1) that the expression "management" may be altered into "School authority" wherever it occurs

(2) that the words "services of a permanent teacher" in clause 6(1) ~~may be altered into~~ (renumbered 7(1)) may be altered into "services of the said teacher when he becomes a permanent member of the staff of the said school" as the reference to a 'permanent teacher' is inappropriate in the context as the agreement

has to be entered into by the school authority with a particular teacher even before he is made permanent

(3) that the words "including the headmaster" in clause 6(ii) [renumbered 7(2)] ~~inappropriate~~ may be omitted as they are inappropriate in an agreement to be entered into a with a particular teacher and that ~~it~~ the clause may be recast as indicated in the draft enclosed. and

(4) that clause 7 may be omitted as it is in the nature of an instruction as to the clause to be adopted in the case of teachers appointed temporarily or on probation.

The DPI is requested to offer his remarks, if any, on the above suggestions and to state clearly what ~~whether~~ the intention is ~~that~~ ~~in the~~ in regard to the termination of the services of a teacher appointed on probation - whether the school authority should have power to terminate his services in the ~~[illegible]~~ manner specified in clause 6(i)(a) or in the manner specified in clause 6(i)(b) but without the restrictions in the proviso and that clauses 6(ii) and (iii) should apply to him with the

---

Substitution of 'two months' notice and two months' salary in lieu thereof" for 'three months' notice or three months' salary in lieu thereof". The Director is requested to modify the clause suitably so as to make the intention clear.

2. The Director is requested to treat this reference as specially urgent & to send his reply as soon as possible.

USR
14.8.47

17.8.47

To
The DPI with draft ✓ Copy 7 (pp 2-8 cf)
~~to be returned with reply.~~

15.8.47

Despd with encl.
R
22/8/47

16 / 18 / ⑬

ROC.No.10708 D.3/46

Office of the
Director of Public Instruction,
Madras, dated 5th Septr., 1947.

From

DR.S.R.U. SAVOOR, M.A., D.Sc.(Lond), I.E.S.,
DIRECTOR OF PUBLIC INSTRUCTION,
MADRAS.

To

THE SECRETARY TO GOVERNMENT,
EDUCATION AND PUBLIC HEALTH DEPARTMENT,
FORT ST.GEORGE, MADRAS.

ASST. SECRETARY TO GOVERNMENT
8 - SEP 1947
EDUCATION AND PUBLIC HEALTH DEPT.

Sir,

SUB:- Schools = Secondary = Agreement between management and teachers = Revision of form. pp13-15 ante

71134

REF:- Government Memorandum No.67210/46 B.1.3 Edn., dated the 19th August 1947.

I have the honour to state that I agree with the suggestions contained against items (1), (2) and (3) of the above reference.

2. A teacher, while entering service in a school, is governed by Clause 7 of the terms of agreement (vide Form submitted with my letter RC.No.10 708-D.3/46 dated 20th June 1947). When he becomes permanent in the post, Clause 6 of the terms of agreement is applicable in his case. The two clauses are independent of each other and I, therefore, consider it necessary to retain clause 7 in the agreement.

3. I suggest that clause 7 may be modified as follows:

"That in respect of those appointed temporarily or to act on probation, the following principles shall be observed:

The management shall have power to terminate the services of a teacher

(i) without notice for any or all of the following reasons; Wilful neglect of duty, serious misconduct, gross insubordination, mental unfitness suspension or cancellation of teachers' certificate by the Director of Public Instruction under the Madras Educational Rules;

(ii) with notice of 2 months or 2 months' salary in lieu thereof, for the following reasons: Incompetence, retrenchment, physical unfitness or any other good cause.

4. The intention of the department in regard to the termination of a teacher appointed on probation called for in the sub-paragraph of paragraph 1 of the above Government Memorandum is now made clear in the modification proposed to clause 7 above.

for DIRECTOR OF PUBLIC INSTRUCTION.

KAN.5/9

Sd
6/9

E&PH(M)

The main file on the subject has been ord to H.A.(Edn). This may lie over till its receipt.

6/9/47

6/9/47

6/9

MT

(14)

17

E.D.M.(A.D)

T.M (Rajpoot)

102
23/9

Ar
22/9/47

Dftd
24/9

p2 of

From
The Assistant Secretary, E & H Dept

To
The Deputy DPI

Reference Director's letter Roc. No 10708 D3/46 d 20.6.47 regarding revision of the form of agreement between teachers & management

It has been suggested that in clause 6(ii) of the revised form ~~draft~~ of agreement provision should be made for an appeal by both the parties to the Divisional Inspector of Schools against the termination of the services of a teacher who has put in five or more years of service. Please say whether this can be made under instruction 6 of the instructions appended to the draft agreement or whether separate provision is necessary. The word 'appointments of headmasters etc'. in the instructions is ambiguous. It is not clear whether provision for an appeal made therein is against

MT

the appointments to those posts or whether it is the intention that ~~the~~ teachers holding the specified appointments should appeal to the authority specified against those appointments in respect of any matter arising out of their agreement. The intention may be made clear and a revised draft of the instruction may be sent if necessary. Showing date of the G.O. under which these instructions were incorporated may also be specified.

KSN
19-9-47

R.O.C.NO.10708-D.3/46

19/131 ⑮

10 OCT 1947
Education and Public Health Dept.

Office of the
Director of Public Instruction,
Madras, Dated 8-10-1947.

From

DR.S.R.U.SAVOOR, M.A., D.Sc., I.E.S.,
Director of Public Instruction, Madras.

To

The Secretary to Government,
Education and Public Health Department.

Sir,

SUBJECT: Schools - Secondary - Agreement between managements and teachers - Revision of form

80908

R E F: T.M. by post dated 22-9-47 from Government in continuation of Government Memo. No.67.210/46 B.1.3 Edn dated 19-8-47.

pp 17-18 ante
pp 13-15 ante

I have the honour to state that provision has been made, enabling the managements as well as the teacher to have the right of appeal against violation of terms of agreement. This is embodied as instruction No.6 in the instructions inserted at the end of the form of agreement. As this instruction is intended to cover all cases I do not consider it necessary that separate provision should be made for an appeal against the termination of the services of teachers who have put in 5 or more years of service.

2. I submit herewith a revised draft of instructions No.6., making the intention of the Department clear.

3. The instructions appended to the revised agreement form were not incorporated with reference to any specific Government Order.

M Abdul Haq
9/10
for Director of Public Instruction.

RMK 9/10

ANNEXURE:

6. The managements and individual members shall have the right of appeal against violation of the terms of agreement entered into. The final appellate authority competent to dispose of such appeals shall be as hereunder:

Director of Public Instruction:	Appeals from persons holding the posts of Headmasters & Headmistresses, L.T. Assistants, Senior Grade Pandits, Munshis, Commercial and Manual Training Instructors.
Divisional Inspector of Schools:	Appeals from persons holding posts under all other categories.

M Abdul Haq
9/10
for Director of Public Instruction.

RVR 8/10/-

RMK 9/10

21

107
7/11

Education and Public Health(B1) Department

Madras Educational Rules-Appendix ~~Rule 12~~ 28- ~~Grant in aid code-Revised draft~~ Form of agreement between teachers and managements-~~Amendments Issued~~. Revision of Grant in Aid Code - ~~Rule~~ 35 - Amendments - Issued

pp 2-8 cf
page 16 cf
page 19 cf

From the D.P.I., Roc.No. 10708 D3/46 dated 20-6-47.
" " " " " 5-9-47.
" " " " " 8-10-47.

(16)

ORDER.MS.NO. 2406 EDUCATION DATED 7. 11. 47

S
7/11/47

Keep clear o/c

The following notifications will be published in the Fort St. George Gazette.

NOTIFICATIONS
I

Madras Educational Rules- Amendment

For the form of agreement to be entered into between a teacher and the management of an aided secondary school ~~In Rule 12(i), for the terms of agreement as~~ prescribed in Appendix 28 to the Madras Educational Rules, ~~28~~, the following shall be substituted.

(E) (Here enter the revised draft form of agreement)

pp 23-27 infra

II

Grant-in-aid code-Amendment.

Under Rule 35, the following shall be ~~substituted~~ added as sub-para 2.

pp 2.3 cf & A
on p 6 cf

"The Director may deduct from the grant payable to an institution such amount as may be due to the teachers from the Management for direct disbursement to the teacher concerned, should the management fail in the discharge of its obligations to a teacher under its employ, by non-adherence to the terms of agreement entered into under Rule 12(i) of the Madras Educational Rules."

Despd
13/11

To the D.P.I.
" A.G. thro' Fin.
" S.G.P. for publication in F.S.G.G.
and Spare copy

3.11.47

4.11.47

6-11-47

7/11/47.

23

Education & P.H.Deptt.(B1)

(17)

APPENDIX 28

Delete the terms of agreement in the present form and insert the following instead:

Form of Agreement to be adopted by all aided Managements.

Agreement made the _ _ _ _ _ _ _ _ day of one thousand nine hundred between (hereinafter called the (school authority of the one part and - - - (teacher) of the other part;

Whereas the school authority have agreed to engage the said teacher to serve in the (name of the) school at (place) in the capacity of a teacher and on the salary hereinafter mentioned;

Now these presents witness and the parties hereto do hereby agree as follows:-

1.That the school authority shall employ the said teacher and the said teacher shall serve the school authority as a teacher in the school at (place) from the date of his taking charge of such appointment until such employment shall be determined as hereinafter provided.

2.That the said teacher shall be on probation for a period of 12 months from the date of taking charge of his appointment, but the school authority may before the expiry of that period extend it to a further perio not exceeding 12 months for reasons to be recorded in writing.

3.That the said teacher will employ himself honestly efficiently and diligently under the orders and instructions of the Headmaster or Correspondent or other officers of the said school under whom he shall from time to time be placed as teacher in the said school in which capacity he will discharge all such duties appertaining to that office and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid and will make himself in other reppects genera useful as may be required of him.

4.That the said teacher will not normally or on any pretence abse himself from his duties without first having obtained the permission of his superior officers authorized in this behalf or in case of sickness or inevitable accident without forwarding where necessary a medical certificate satisfactory to the school authority as may be required by the leave rules.for the time being in force in the said school.

5.That the said teacher will devote his whole time to the of the said employment and will not on his own account or otherwise either directly or indirectly carry on or be concerned in any trade, business or canvassing work, private tuition or the like, of a remunerative kind without the specific written sanction of the school authority.

6. That the said teacher shall conform to all the rules and regulations for the time being in force in the said school and obey all lawful orders and directions as he shall from time to time receive from any authorized officer of the said school.

7.(1) That the school authority shall have the power to terminate the services of ~~a~~ the said teacher when he becomes a permanent member of the staff of the said school;

(a) without notice for any or all of the following reasons:-

Wilful neglect of duty; serious misconduct; gross insubordination; mental unfitness; suspension or cancellation of teacher's certificate by the Director of Public Instruction under the Madras Educational Rules.

(b) with three months' notice or three months' salary in lieu thereof for the following reasons:-

Incompetence, retrenchment, physical unfitness, or any other good cause:

Provided that

(i) the school authority shall not ~~determine the engagement~~ terminate the services of the said teacher whether summarily or otherwise without informing him in writing of the grounds on which they intend to take action and giving him what in their view is a reasonable opportunity for stating his case in writing, and before coming to a final decision, shall duly consider his statement and if he so desires give him a personal hearing;

[(ii) incompetence shall not be a ground for dismissal in the case of any teacher who has given five years of efficient service after being confirmed in his appointment unless with the previous permission of the District Educational Officer.]

(iii) it shall be lawful for the school authority at any time, if satisfied on medical evidence that the said teacher is unfit, and is likely for a considerable period to continue unfit by reason of ill health, for the discharge of his duties as such teacher, to terminate his service/ on paying him three months' salary less any amount which may have been paid to him as leave allowance after the date of his last ppearance in the school for the regular discharge of his duties as teacher, subject to a minimum of one month's full salary.

18

Education and Public Health Deptt.(B1)

Land Acquisition-Cuddalore-Site for the extension of St. Ann's Girls High School, Cuddalore-Notification under section 4(1) -Published.

"(2) That the said teacher when he becomes a permanent member of the staff of the said school shall be entitled to have his services terminated either by giving to the school authority three months' notice thereof in writing or by paying that authority three months' salary in lieu of such notice."

said

(3) That the said teacher shall not during the period of this agreement when he has not been given notice of termination of his services by the school authority or has not given notice to the school authority for such termination of his services, apply for an appointment under any other authority except through the school authority and the penalty for any breach of this may at the discretion of the school authority be dismissal from service. The school authority shall not refuse to forward such application but may decline to relieve him when the need arises unless he gives due notice or pays an amount equal to the salary for three months which he is drawing at the time.

(ii) the school authority shall not, except with the previous permission of the District Educational Officer, terminate the services of the said teacher for incompetence if he has put in five years of efficient service after being confirmed in his appointment.

See x notes

X

(4)" That in respect of ~~those~~ the teachers appointed temporarily or to act on probation, x [~~the following principles shall be observed:~~]

The ~~management~~ school authority shall have power to terminate the services of any such ~~a~~ teacher.

(i) without notice for any or all of the following reasons; Wilful neglect of duty, serious misconduct, gross insubordination, mental unfitness, suspension or cancellation of teachers' certificate by the Director of Public Instruction under the Madras Educational Rules;

B

(ii) with notice of 2 months or 2 months' salary in lieu thereof, for the following reasons: Incompetence, retrenchment, physical unfitness or any other good cause.

8 ~~7~~. That the said teacher shall be paid for such time as he shall be in the service of the said school monthly salary in the scale of Rs. starting on an initial salary of Rs. with effect from (date) and the following additional allowances (here specify the allowances)

the

K

9. ~~8~~. That in the event of the temporary absence of the said teacher from duty by reason of sickness or leave or otherwise, he shall be paid such salary only as shall be determined by rules for the time being in force in the said school:

M

Provided always that the said teacher shall get the full salary or a proportionately reduced amount per month during the vacation, according as he has worked for the full period from July up to and inclusive of March or a shorter period, subject to the instructions given by the Department of Public Instruction.

10 In witness whereof ....and.......... have hereunto set their hands.

2784 6-9-49

Signed by the above named

in the presen~~t~~ce of

Signed by the above named

in the presen~~t~~ce of

II.

The following instructions shall be inserted at the end of the appendix to Madras Educational Rules containing the draft agreement:-

1. That no formal agreement need be entered into between the management and the teachers appointed for 3 months and less as it would be sufficient in cases of such short engagements if the management stated in the order of appointment the approximate period of appointment and the salary offered and the teacher accepted the terms in writing.

2. That a formal agreement should be entered into between the management and the teachers including the Headmaster in all other cases. The agreement between the Headmaster and the management should specifically secure for the Headmaster's freedom in the control of internal management of the school and the academic work of the school.

The following shall be inserted in such cases in paragraph 3 ~~2~~ of the agreement.

That the said teacher in his capacity as Headmaster shall be responsible for the internal management of the school and the academic work of the school and shall exercise such powers as may be necessary for the due discharge of his duties.

3. That no appointment should be kept on a temporary basis for longer than 3 years and that any appointment retained beyond that period should be made permanent.

4. That approved service put in a school in a particular grade of temporary appointment e.g. secondary grade teacher, L.T. Assistants etc., shall be considered as counting towards probation in that grade of appointment in that school.

5. That in schools where the sanctioned scale of permanent posts provide for a time scale of pay the salaries attaching to temporary appointments also should be on time scale.

6. That the managements and individual members shall have the right of appeal (against violation of the terms of agreement entered into.) ~~to the Director of Public Instruction or the Divisional Inspector as hereunder~~. The final appellate authority competent to dispose of such appeals shall be as hereunder:

~~To the Director~~: Director of Public Instruction:

(Appeals from persons holding the posts ~~appointments~~ of Headmasters and Headmistresses, L.T. Assistants, Senior Grade Pandits, Munshis, ~~and~~ Commercial and Manual Training Instructors).

~~To the~~ Divisional Inspector~~s~~ of Schools:

Appeals from persons holding posts under all other categories. ~~All other appointments~~.

G.O. No. 2784 Edn. 6-9-49

7. That the vacation salary shall be regulated as hereunder:

That teacher holding a temporary post on the last working day of the school year will get a proportionate salary.

The teacher appointed to act or temporarily in a permanent appointment may get proportionate vacation salary provided he was on duty on the last working day of the school year subject to the principle that if there is a permanent man who draws the whole or any part of the vacation salary, the vacation salary drawn by the acting man shall not exceed the allowance for the period represented by the difference between the entire vacation period and the period for which the permanent teacher draws the vacation salary.

The teacher should have the right to vacation salary if he was on duty on the last working day of the school year and had served for atleast 8 months in the school year."

~~I have the honour to be,~~
~~Sir,~~
~~Your most obedient servant,~~

~~For Director of Public Instruction.~~

Notes

(21)

Secretary, E. & P.H.

It has come to my notice that teachers with long experience have been sent out by certain managements for other than educational reasons. Recently, it was pointed out to me in Mangalore that in a certain school, a teacher with 27 years' experience has been sent out unceremoniously for a difference of opinion between himself and the Correspondent. I think this state of ~~atmosphere~~ affairs must be put an end to. The D.P.I. may be informed that pending amendments to the rules on the subject, circulars may be issued to private aided managements that if such cases are brought to the notice, Government will have to interfere in the matter. Till now the Government had left it to the good sense of the management but if instances of gross injustice are brought to their notice, They cannot but interfere. ~~They~~ The managements may also be informed that they may send suggestions in the matter of amending the provisions in contract between teachers and managements in this direction.

TSA
4-11-46
H.M. Education.

SECRETARY, EDN. AND P. H. DEPT.
6 - NOV 1946
GOVERNMENT OF MADRAS

2

Edn. & PH (BI) Deptt.

Please see the minutes of H. M. (Edn.).
on p1 ante. A draft memo to the DPI is
submitted below for approval.

p2, Bk 40

According to paragraph 10 of the Grant-in-Aid Code ~~heavy~~ every institution~~s~~ on behalf of which grant-in-aid is sought shall undertake among others to fulfill all the conditions of recognition and aid.

Rule 12 of the G R contains the conditions of recognition

According to this rule the Director has power to refuse or withdraw recognition if he is not satisfied among others as regards the terms on which ~~the~~ teachers are engaged including the execution of the written agreement between the management and each teacher. The ~~draft~~ form of agreement to be executed between the management and the teachers is given in Appendix 28 to the Educational Rules. ~~in~~ under paragraph 6 of th~~e Appendix~~ ~~the~~ ~~draft~~ form agreement between the management and the teacher may be terminated at any time by either

p4, Bk 151

p43, Bk 151

2/11/46

9/11/46

-3-

B1

(22)

party giving to the other three calendar months notice in writing of such intention or by the school authority paying three months salaries in lieu of such notice.

12/11/46

7/11/46

[Issued as Memo. No. 67210/46-B- 1 Edn.
d/ 13/11/46]

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831 5 ㉓

ASSISTANT SECRETARY TO GOVERNMENT
13 JUN 1947
EDUCATION AND PUBLIC HEALTH DEPARTMENT

SECRETARIAT, EDN. AND P.H.
13 JUN 1947
GOVERNMENT OF MADRAS

49291

Secretary, E.& P.H.

Certain revised terms of agreement were arrived at between the Aided School teachers and Managements and approved by the Provincial Advisory Board of Education and these ~~x~~ were asked to be drafted properly and submitted. I am sorry this has not yet been submitted ~~ix~~ so long even though it was approved four months back. The D.P.I. may be asked to expedite the matter.

TSA 11.6.47

H.M. Education.

Copy to the D.P.I.

MW

E+PH·(Br)

Please see the minutes of H.M.(Edn). on page 1 ante. A copy of the note has been sent to the D.P.I. He may be reminded if necessary. on 1/7/47 if his reply is not received by the time.

14/6/47

15/6/47

16.6.47

As 17/6/47

From the D.P.I. · R.O.C. No 10708 D3/46 dated 20-6-47 pp 2-8 C.F.

p5 of Bx no 40

The D.P.I. has suggested an addition to Rule 35 of the Grant-in-Aid Code enabling him to deduct from the grant payable to an aided institution such amount as may be due to the teachers from the management and disburse it direct to the teacher concerned in the event of the management failing in the discharge of its obligations to a teacher under its employ by non- adherence to the terms of agreement entered into under Rule 12(i) of the Madras Educational Rules. This may be approved.

A

p5

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2. The Director has also submitted a revised form of agreement to be enetered into between teachers and managements of secondary schools. Clasues 6 to 8 in the present form of agreement has been revised completely. It appears from the minutes of H.M.(Edn) that the revised terms of agreement were approved by the Provincial Advisory Board of Education. The D.P.I. may be asked to furnish for reference the revised terms approved by the Board.

A draft T.M. is submitted below for approval.

6/7/47

7.7.47

p10 cf T.M to the Deputy DPI dated 7.7.47

p12 cf T.M from the DPI dated 9.7.47

Please see the T.M from the DPI on p12 cf. He says that the revised form of agreement submitted by him is the one approved by the Provincial Board of Education. The revised form may be approved. The file may now be sent to Rules for remarks if any on the proposal to amend rule 35 of the Grant-in-Aid Code and to Legal for remarks on the revised form of agreement - Vide Confm. SHab (m

15.7.47
19

22.7.47

24/7/47

Fin.
Legal.

A
22/7

E&PH. U.O. 67210-Bs/Edn.

Fin (Exp - A)

Please see the notes on pp 1-7 above. This department may agree to the proposal at A on p 6 above & the case passed on to legal

24.7.47 24.7.47

24.7.47

25/7/47
Legal

A.S.

Asst. Secretary to Government
43934
23 JUL 1947
Finance Department

Assistant Secretary
Fin. wo NO 43934 Ex-A
25 JUL 1947
KS
Legal Department

25-7-47

8151

Legal Department.

✓ p. 3 of

1. Clause 2 (as renumbered). It is presumed that by the expression "management", reference is intended to the school authority. If so, the word "management" may be altered into "school authority". Similar changes have been indicated in the other clauses of the draft agreement wherever the word "management" occurs.

✓ p. 4 of

2. Clause 6(i) (renumbered 7(1). The reference to a "permanent teacher" in the opening paragraph is inappropriate in the context as the agreement has to be entered into by the school authority with a particular teacher. Presumably what is meant is that the school authority should have power to terminat the service of the teacher ~~when he becomes a permanent member of the staff of the school~~ when he becomes a permanent member of the staff of the school, subject to the conditions specified in that clause. If so, the words "services of a permanent teacher" may be altered into "services of the said teacher when he becomes a permanent member of the staff of the said school".

p. 5 of

3. Clause 6(ii) [renumbered 7(2)]. The words "including th headmaster" are inappropriate as the agreement has to be entered into with a particular teacher. Those words may therefore be omitted and the clause recast as follows:-

"(2) That the said teacher when he becomes a permanent member of the staff of the said school shall be entitled to have his services terminated either by giving to the school authority three months' notice thereof in writing or by paying that authority three months' salary in lieu of such notice."

A

✓ Bottom of p. 5 of e.8

4. Clause 7. This clause is more in the nature of an instruction as to the clause to be adopted in the case of teachers appointed temporarily or on probation. Consequently it is inappropriate in an agreement to be entered into with a particular teacher.

It is not clear whether the intention is that in the case of a teacher appointed on probation, the school authority should have power to terminate his services in the manner specified in clause 6(i)(a) or in the manner specified in

✓ clause 7(1)(a) as renumbered

clause 6(i)(b) but without the restrictions in the proviso and that clauses 6(ii) and (iii) should apply to him, with the substitution of "two months' notice and two months' salary in lieu thereof" for "three months' notice or three months' salary in lieu thereof". E & P.H. may kindly say what the intention is and modify the clause suitably so as to make the intention clear.

✓ clause 6(ii) and (iii) as renumbered

+ renumbered as 7(2) and (3)

5 The following may be added at the end of the agreement:-

"In witness thereof.......and.............have hereunto set their hands.

Signed by the above-named
in the presence of
Signed by the above-named
in the presence of "

6 Subject to the above remarks, the alterations indicated in red ink on the draft form of agreement may be made.

pp.3-6 cf

MAU
12/8/47 E & P.H.

E & PH (B1).

Dept no.
8151-1
12.8.'47

SECRETARY TO GOVERNMENT
65875
18 AUG 1947
EDUCATION AND PUBLIC HEALTH DEPT.

E & PH (B1).

Please see the remarks of the Legal Deptt above.

2. The word 'management' has been used in the MER and in the existing form of agreement and is well understood to mean the managing body. There seems to be however no objection to the substitution of 'School authority' for 'management'. The remarks of the DPI may be ~~consulted~~ obtained on the other suggestions made. The addition suggested in para 5 of the Legal Dept's note may be made as such a provision exists even in the existing agreement.

A draft memo to the DPI is submitted below for approval.

17.8.47

USK
18/8/47

[Issued as Memo. No. 67210/46-B1-3 Edn d 19/8/47)

The only point ~~in the revised agreement~~ which I would like to raise in this revised form of agreement is 6(b)(2) viz., incompetence shall not be a ground for dismissal in the case of any teacher who has served for five years after being confirmed in his appointment. It may be re-drafted as follows:

(ii) 'Incompetence shall not be a ground for dismissal in the case of any teacher who has given five years of efficient service after being confirmed in his appointment unless with the previous permission of the D.E.O., but ~~xxxxxxxx~~ in this matter an appeal may be provided for both parties to the Divl. Inspr. of Schools whose orders may be final.

On the receipt of the D.P.I.'s opinion, this may be put up for orders so that the new agreement may come into force as soon as possible.

TSA
5-9-47

p16cf

From the D.P.I. R.O.C.No 10708 D.3/46 dated 5-9-47

Please see the Director's reply on page 16C.F. He has agreed to the alterations mentioned in items(1)to (3) in Memo No 67210/46-B1-3 Edn dated 19-8-47

pp13-15cf

para 4 on p 9 ante

2. The ~~D.P.I.~~ Legal Deptt has pointed out that clause 7 in the form of agreement submitted by the D.P.I. may be omitted as it is in the nature of an instruction as to the clause to be adopted in the case of teachers appointed temporarily or on probation. The D.P.I. states that it is necessary to retain clause 7 as it is independent of clause 6. He has suggested a redraft of the clause making clear what the intention is inregard to the termination of the services of a teacher appointed on probation. In the circumstances

14

27

E&PH(B.)

stated by the Director the clause may be retained and modified as suggested by him. ~~The two subsequent clauses may be renumbered as 8 & 9.~~ The revised draft of instruction no. 6 submitted by the D.P.I. on page 19 cf, to make the intention, namely, the provision ~~of~~ for appeal against ~~[illegible]~~ violation of the terms of agreement, clear may be accepted.

3 With reference to the suggestion made by H.M.(Edn) that provision should be made for an appeal by both the parties to the Divisional Inspector of schools against the termination~~s~~ of the services of a teacher who has put in five or more years of service, attention is solicited to the provision in instruction 6 ~~[illegible]~~ to be appended to the agreement. This would seem sufficient. A clean copy of the agreement incorporating all changes is kept below.

The file may now be sent to Legal u.o. for remarks.

14.10.47

18.9.47
15.x.47

S
16/10/47

Legal

Legal u.o. 6721 of Dept.
16.10.47

S 11249

ASSISTANT SECRETARY
17 OCT 1947
LEGAL DEPARTMENT

Legal Department

Proviso (ii) to clause 7(1). As clause 7 relates to the termination of the services of a teacher, reference to "dismissal" in the proviso will not be quite appropriate. The proviso may be recast as follows:-

"(ii) The school authority shall not, except with the previous permission of the District Educational Officer, terminate the services of the said teacher for incompetence if he has put in five years of efficient service after being confirmed in his appointment."

Clause 7(4). The words "the following principles shall be observed" seem unnecessary and may be omitted.

Subject to the above remarks, the alterations indicated in red ink on the draft form of agreement at pages 1-4 of the draft may be made.

21/10/47

Legal u.o. 11249/47-1
26/10/47

E&PH(B.)

The remarks of Legal Dept. above may be accepted. ~~Suitable~~ necessary corrections are made in the draft form of agreement.

~~The file may now be circulated to H.M.(Edn) for approval of the draft.~~ May issue

27.10.47

27/10/47

28.x.47

S
30/10/47

H.M.(Edn)

1-11-47

1 - NOV 1947

A draft order is submitted below for approval. ~~A copy may be given to Finance. Finance may see before issue.~~

8/11/47

4.11.47

6.11.47

S
7/11/47

31.7.76 R

5 8 60 BR

14.8.65/81