

SACRED HEART COLLEGE (AUTONOMOUS)

Tirupattur – 635 601, Tamil Nadu, S.India

Resi : (04179) 220103 College : (04179) 220553

Fax : (04179) 226423

A Don Bosco Institution of Higher Education, Founded in 1951 * Affiliated to Thiruvalluvar University, Vellore * Autonomous since 1987

Accredited by NAAC (4th Cycle – under RAF) with CGPA of 3.31 / 4 at 'A+' Grade

6.2.1 Service Rules and Procedures Sample

CRITERION VI NAAC 5th CYCLE

FORM 7-A

(See Sub-rule 2 (i) of Rule 11 of the Tamil Nadu private Colleges (Regulation) Rules 1976)

FORM OF AGREEMENT TO BE EXECUTED BY A COLLEGE COMMITTEE OF A COLLEGE IN RESPECT OF PERMANENT TEACHERS

Agreement made this **Eighteenth** day of **December** two thousand and **Twenty Three** between the college committee of SACRED HEART COLLEGE,
TIRUPATTUR, DISTRICT of the One part and Dr. M. Karunanidhi (Teacher) of the
other Part.

Whereas the college committee has agreed to engage the said hereinafter referred to as the said teacher to serve in the SACRED HEART COLLEGE, TIRUPATTUR,TK & DISTRICT, in the capacity of a teacher and on the pay and allowances hereinafter mentioned.

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

- 01. That the college committee shall employ the said teacher as a <u>Assistant Professor</u> in the college at TIRUPATTUR, TIRUPATTUR DISTRICT from the date of his taking charge of such appointment until such employment is determined as hereinafter provided.
- 02. That the said teacher shall be on probation for a period of not less than <u>two years</u> from the date of taking charge of his appointment. The College Committee may, for reasons to be recorded in writing extend the period of probation to a further period not exceeding one year.

If no orders extending the period of probation are passed in writing within six months after the period of probation, the said teacher shall be deemed to have completed his probation.

- 03. a) That the said teacher shall employ himself honestly, efficiently and diligently under the orders and instructions of the principal or College Committee of the said College.
 - b) If the said teacher is a Principal he shall, in that capacity is responsible for the internal management of the college and the academic work of the college and exercise such powers as may be necessary for the due discharge of his duties.
- 04. That the said employee shall not normally or on any pretext absent himself from his duties without the previous permission of the principal, and if he is a Principal, without the prior permission of the college committee. In case of sickness or other inevitable causes, he shall forward a proper medical certificate or communication explaining the extraordinary circumstances to the principal or if the said teacher is a principal he shall send such communication to the college committee.

- 05. That the said teacher shall during the tenure of employment devote his attention to the duties of his employment and shall note on his own account or otherwise either directly or indirectly, carry on or to be concerned if any trade, business or canvassing work, private tuition or the like, of a remuneration nature without the specific sanction of the college committee in writing in that behalf
- 06. That the said teacher and the college committee shall conform to all the provisions of the Tamil Nadu private colleges (Regulation) Act, 1976 and the Tamil Nadu private colleges (Regulation) Rules, 1976.
- 07. a) That the college committee shall not dismiss, remove or reduce in rank or terminate the services of the said teacher without informing him in writing of the grounds on which they intend to take action and shall follow the following procedure before taking any final decision regarding the punishment to be imposed on him and giving him in writing reasonable time to send his explanation to the college committee.
 - b) After considering his explanation, the college committee shall communicate to him its findings and, if so desired by the said teacher, conduct a personal hearing or enquiry, wherein he shall be given the opportunity to examine or cross examine any of the witnesses and also produce witnesses.
 - c) After the conduct of the personal hearing or enquiry by the college committee the report of such personal hearing or enquiry shall be furnished to the said teacher and a notice shall be issued to him setting out the proposed punishment and he shall be given a reasonable time to submit the statement of defiance against the proposed punishment.
 - d) After the receipt of the statement of defense from him and after taking it into consideration, the college committee shall inform him in writing about its final decision.
- 08. It shall be open to the college committee, at any time if satisfied on medical evidence that the said teacher is unfit to discharge his duties for reasons of ill health, to terminate his services, on paying him three months pay and allowances less any amount which might have been paid to him as leave salary after the date of his last appearance in the college for the regular discharge of his duties and subject to a minimum of one month's full pay and allowances.
- 09. That the said teacher shall be entitled to have his services terminated either by giving to the college committee three months notice thereof in writing or by paying the college committee three months pay and allowances in lieu of such notice if he is a permanent teacher. In the case of a teacher who is not permanent, the period of notice shall be two months and the amount payable in lieu thereof shall be two months pay and allowances.
- 10. That the college committee may impose major punishments such as dismissal, removal or reduction in rank or termination of service or any of the following minor punishments on the said teacher for any irregularity, namely:
 - i) Censure:
 - ii) Withholding of increment, with or without cumulative effect;
 - iii) Recovery from pay to the extent necessary of the monetary value equivalent to the amount of increments ordered to be withheld where such an order cannot be given effect to.

Entries shall be made in the service register of the said teacher only in respect of penalties other than censure. Such entries shall be made only after the appeal if any, preferred by the said teacher is disposed of by the competent appellate authorities specified in the rules.

- 11. That the said employee shall be paid a sum of Rs. <u>57700/-</u> per mensem in the scale of pay **level (10) 57700 to 182400** with effect from 18-12-2023 and other allowance granted by Government from time to time. Such teacher shall be entitled to increment indicated in the said scale.
- 12. Any permanent teacher whose certificate is suspended on a temporary measure or who is declared unfit to hold the post for a temporary period, shall have a right for reinstatement in service in the college in which he was working prior to his relief, on the expiry of the term of his punishment.

The college committee shall reinstate him in the post which he held before such punishment was imposed.

In witness whereof **Rev. Dr. Praveen Peter** the Secretary of the college committee and **Dr. T. Sathinathan** have hereunto set their hands on the day, month and year first written above.

Signed by the said **Rev. Dr. Praveen Peter**

Signature of the Secretary of the College Committee

In the presence of:

1. First Witness:

Signature

Name:

S. Gnanapragasam

Address

Sacred Heart College

Tirupattur- Tk & Dt.

Occupation

Superintendent

2. Second Witness:

Signature

Name

A.C. Mani

Address

Sacred Heart College

Tirupattur-Tk & Dt.

Occupation

Junior Assistant

Signed by the said Dr. T. Sathinathan

Signature of the Teacher

In the Presence of:

1. First Witness:

Signature

Name:

S. Gnanapragasam

Address

Sacred Heart College

Tirupattur-Tk & Dt.

Occupation

Superintendent

2. Second Witness:

Signature

Name

A.C. Mani

Address

Sacred Heart College

Tirupattur-Tk & Dt.

Occupation

Junior Assistant

FORM 7-A

(See Sub-rule 2 (i) of Rule 11 of the Tamil Nadu private Colleges (Regulation) Rules 1976)

FORM OF AGREEMENT TO BE EXECUTED BY A COLLEGE COMMITTEE OF A COLLEGE IN RESPECT OF PERMANENT TEACHERS

Agreement made this <u>nineteenth</u> day of <u>June</u> two thousand and <u>Twenty Three</u> between the college committee of SACRED HEART COLLEGE, TIRUPATTUR, DISTRICT of the One part and Dr. M. Karunanidhi (Teacher) of the other Part.

Whereas the college committee has agreed to engage the said Dr. M. Karunanidhi hereinafter referred to as the said teacher to serve in the SACRED HEART COLLEGE, TIRUPATTUR,TK & DISTRICT, in the capacity of a teacher and on the pay and allowances hereinafter mentioned.

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

- 01. That the college committee shall employ the said teacher as a <u>Assistant Professor</u> in the college at TIRUPATTUR, TIRUPATTUR DISTRICT from the date of his taking charge of such appointment until such employment is determined as hereinafter provided.
- 02. That the said teacher shall be on probation for a period of not less than <u>two years</u> from the date of taking charge of his appointment. The College Committee may, for reasons to be recorded in writing extend the period of probation to a further period not exceeding one year.

If no orders extending the period of probation are passed in writing within six months after the period of probation, the said teacher shall be deemed to have completed his probation.

- 03. a) That the said teacher shall employ himself honestly, efficiently and diligently under the orders and instructions of the principal or College Committee of the said College.
 - b) If the said teacher is a Principal he shall, in that capacity is responsible for the internal management of the college and the academic work of the college and exercise such powers as may be necessary for the due discharge of his duties.
- 04. That the said employee shall not normally or on any pretext absent himself from his duties without the previous permission of the principal, and if he is a Principal, without the prior permission of the college committee. In case of sickness or other inevitable causes, he shall forward a proper medical certificate or communication explaining the extraordinary circumstances to the principal or if the said teacher is a principal he shall send such communication to the college committee.

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Secretary
Sacred Heart College (Autonomous)
Tirupattur-635 601, Thrupattur Dist

- 05. That the said teacher shall during the tenure of employment devote his attention to the duties of his employment and shall note on his own account or otherwise either directly or indirectly, carry on or to be concerned if any trade, business or canvassing work, private tuition or the like, of a remuneration nature without the specific sanction of the college committee in writing in that behalf
- 06. That the said teacher and the college committee shall conform to all the provisions of the Tamil Nadu private colleges (Regulation) Act, 1976 and the Tamil Nadu private colleges (Regulation) Rules, 1976.
- 07. a) That the college committee shall not dismiss, remove or reduce in rank or terminate the services of the said teacher without informing him in writing of the grounds on which they intend to take action and shall follow the following procedure before taking any final decision regarding the punishment to be imposed on him and giving him in writing reasonable time to send his explanation to the college committee.
 - b) After considering his explanation, the college committee shall communicate to him its findings and, if so desired by the said teacher, conduct a personal hearing or enquiry, wherein he shall be given the opportunity to examine or cross examine any of the witnesses and also produce witnesses.
 - c) After the conduct of the personal hearing or enquiry by the college committee the report of such personal hearing or enquiry shall be furnished to the said teacher and a notice shall be issued to him setting out the proposed punishment and he shall be given a reasonable time to submit the statement of defiance against the proposed punishment.
 - d) After the receipt of the statement of defense from him and after taking it into consideration, the college committee shall inform him in writing about its final decision.
- 08. It shall be open to the college committee, at any time if satisfied on medical evidence that the said teacher is unfit to discharge his duties for reasons of ill health, to terminate his services, on paying him three months pay and allowances less any amount which might have been paid to him as leave salary after the date of his last appearance in the college for the regular discharge of his duties and subject to a minimum of one month's full pay and allowances.
- 09. That the said teacher shall be entitled to have his services terminated either by giving to the college committee three months notice thereof in writing or by paying the college committee three months pay and allowances in lieu of such notice if he is a permanent teacher. In the case of a teacher who is not permanent, the period of notice shall be two months and the amount payable in lieu thereof shall be two months pay and allowances.
- 10. That the college committee may impose major punishments such as dismissal, removal or reduction in rank or termination of service or any of the following minor punishments on the said teacher for any irregularity, namely:
 - i) Censure;
 - ii) Withholding of increment, with or without cumulative effect;
 - iii) Recovery from pay to the extent necessary of the monetary value equivalent to the amount of increments ordered to be withheld where such an order cannot be given effect to.

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Entries shall be made in the service register of the said teacher only in respect of penalties other than censure. Such entries shall be made only after the appeal if any, preferred by the said teacher is disposed of by the competent appellate authorities specified in the rules.

- 11. That the said employee shall be paid a sum of Rs. <u>57700/-</u> per mensem in the scale of pay **level (10) 57700 to 182400** with effect from <u>19-06-2023</u> and other allowance granted by Government from time to time. Such teacher shall be entitled to increment indicated in the said scale.
- 12. Any permanent teacher whose certificate is suspended on a temporary measure or who is declared unfit to hold the post for a temporary period, shall have a right for reinstatement in service in the college in which he was working prior to his relief, on the expiry of the term of his punishment.

The college committee shall reinstate him in the post which he held before such punishment was imposed.

In witness whereof **Rev. Dr. Praveen Peter** the Secretary of the college committee and **Dr. M. Karunanidhi** have hereunto set their hands on the day, month and year first written above.

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Signed by the said Rev. Dr. Praveen Peter

Signature of the Secretary of the College Committee

Secretary
Sacred Heart College (Autonomous)
Tirupattur-635 601, Tirupattur Dist

In the presence of:

1. First Witness:

Signature Name:

Address

Sacred Heart College

Tirupattur- Tk & Dt.

Occupation

Superintendent

2. Second Witness:

Signature

Name

A.C. Mani

Address

Sacred Heart College

Tirupattur-Tk & Dt.

Occupation

Junior Assistant

Signed by the said Dr. M. Karunanidhi

Signature of the Teacher

In the Presence of:

1. First Witness:

Signature

Name: Address

Sacred Heart College

Tirupattur-Tk & Dt.

Occupation

Superintendent

2. Second Witness:

Signature

Name

A.C. Mani

Address

Sacred Heart College

Tirupattur-Tk & Dt.

Occupation

Junior Assistant

Secretary

Proveen Peter

Sacred Heart College (Autonomous) Tirupattur-635 601, Tirupattur Dist