

PROCEEDINGS OF THE SPECIAL COMMISSIONER OF TECHNICAL EDUCATION,
ANDHRA PRADESH, VIAJAYAWADA

PRESENT: SRI G S PANDA DAS, I.A.S.,

Spl Commissioner

Proc No: G1/2312/2015

06/06/2019

Sub: Technical Education – Engaging Contract Faculty by renewal
in Government Polytechnics for the academic year 2019-
20 –Orders – Issued.

Ref: G.O Rt. No. 146, dt: 01.09.2017, Higher Education (TE)
Department.

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In the reference cited above, the Government of Andhra Pradesh have issued orders of renewing the services of contract staff for period of three years from the academic year 2017-18 by following the contract period of 10 months every year. The class work in all the Polytechnics will commence from 10.06.2019 onwards and many Principals are expressing their difficulties in running the class work due to shortage of staff, non-sanction of staff and requested to issue necessary guidelines for engaging the contract / guest faculty.

Keeping in view the requests of the Principals of Government Polytechnics, the Special Commissioner of Technical Education, AP, Vijayawada hereby accords permission to the Regional Joint Directors of Technical Education, AU & SVU Regions, Kakinada and Tirupati to renew the services of the contract staff in Government Polytechnics, who were working as on 30.04.2019 for the current academic year 2019-20 by entering into a fresh contract agreement on a Rs.110/- non-judicial stamp paper for a period from **10.06.2019 to 30.04.2020** (or) till the posts are filled on regular basis, whichever is earlier or until further orders from the Special Commissioner of Technical Education, AP, Vijayawada by duly following the guidelines given in the Annexure-I

The following is the proposed action plan for engaging the services of the Contract staff by renewal in Government Polytechnics for the academic year 2019-20.

1. Issue of notification by the Regional Joint Directors (AU and SVU Regions) duly calling for the applications from the contract lecturers who were working as on 30.04.2019 and inform the schedule of counselling.
2. The renewal of contract period is from **10.06.2019 to 30.04.2020** else the date given by the Government while issuing the GO of renewal of contract.
3. If any contract lecturer was renewed earlier in the same Polytechnic for five academic years or more, they should be considered for renewal in other Polytechnics only until and unless no other vacancy in the Branch / Zone exists.
4. If the performance of the contract staff member falls short of the established standards *i.e.*, basing on the feedback given by students every quarter and the annual pass percent of the academic year, he/she may be first warned to improve his/her performance and if this still persists he/ she may be given renewal in a different Polytechnic. If the performance shows no improvement, the services of the contract staff member may not be considered in subsequent years.
5. Preference shall be given to fill vacancies in the Government Polytechnics situated in the remote / backward areas.

G S PANDA DAS IAS

COMMISSIONER

To,

The RJD, Kakinada & Tirupathi to take necessary action.

Copy to all the Principals of Government Polytechnics.

ANNEXURE - I

RENEWAL OF CONTRACT STAFF 2019-20

GUIDELINES

1. The Regional Joint Directors of Technical Education, Kakinada and Tirupati shall engage the contract staff only in the clear vacant vacancies of sanctioned Lecturers posts.
2. The Regional Joint Directors shall renew only those contract staff, who were working as on 30.04.2019 and who have applied for renewal for the current academic year 2019-20.
3. The Regional Joint Directors shall form a committee with two or

three Principals under the chairmanship of the Regional Joint Director and shall scrutinise the applications submitted by the contract staff for renewals for Academic Year 2019-20.

4. If the performance of the contract staff is found to be 'not satisfactory' or 'not up to the mark', the Principals of the concerned Polytechnic may bring it to the notice of the committee well in advance. The committee should go through the adverse remarks given by any of the Principals in advance with relevant material and may decide on the merit of such cases in the first instance. Subsequently, if the Committee is not able to decide due to lack of clarity in rules, it may refer such cases to the Special Commissioner of Technical Education with relevant material and seek further instructions of renewing or rejecting those candidates for Academic Year 2019-20.
5. No contract staff should be renewed wherever there is no sufficient workload. However, their services may be utilized wherever necessary though they are given renewed in the same Polytechnic. They may strictly instruct to work at the nearby Polytechnic where the posts have not been sanctioned. Such contract staff may be transferred as and when posts are sanctioned to such Polytechnics instead of continuing at the old Polytechnic for remuneration drawl purpose.
6. While renewing the services of an existing contract staff, it should be reviewed whether he/she recorded at least 40 pass percentage in the concerned subjects during the last academic year and the concerned Principals of the Polytechnic must certify to this effect. If any contract faculty registers less than 40 pass percent, they should be shifted from that Polytechnic as a first warning and this continues his/her contract may not be renewed in future. The concerned Principals are responsible for informing the pass percentage of contract staff who worked under their control during the previous academic year to the concerned Regional Joint Director.
7. The entire process of calling for applications, scrutinizing, issuing of proceedings of the appointments etc should be completed **by 08.06.2019**.

G S PANDA DAS IAS

COMMISSIONER

ANNEXURE – II

AGREEMENT FOR CONTRACTUAL SERVICES FOR THE YEAR 2019 – 20

An agreement made on _____ day of _____ between Principal, Government Polytechnic, _____ represented on behalf of Special Commissioner of Technical Education, AP, Vijayawada (First Part) and _____ (Second Part).

NOW, THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. That the party to the second part agrees to perform the teaching / academic work in accordance with the curriculum of the State Board of Technical Education and Training, Andhra Pradesh for the course from (Date of Reporting) _____ to _____ or the last date of the academic year whichever is earlier and that the party to the second part shall carry out further instructions given to him / her by the Principal from time to time in discharging of his / her duties as a teacher, mentioned in para 1 above.
2. That the part to the second part agrees after being informed that he / she is fully aware of the fact that his / her service is being taken not to fill any vacancy either on temporary or permanent basis, that he / she will be paid a consolidated amount per month during the contract period and that his / her services shall automatically come to an end on expiry of the said period or on report of a regular Lecturer to duty in that subject / branch whichever is earlier. The contract shall not be treated as continuing from the past but as new contractual agreement for limited duration.
3. That the contract is terminable by the part to first part, i.e. Principals of the concerned Polytechnic at any time during the said period and the party to the second part in such case is entitled to only prorated amount till such time. In case of termination during the said period for any reasons, the party to the second part is not entitled to question the correctness of the decision of the Principal.
4. That the part to the second part is not entitled for any other perks, allowances or any other faculty except for the consolidated amount payable monthly to the part to the first part.
5. That if the part to the second part is not willing to continue as Contract staff, he / she should give a prior notice of one month to the party to the first part.
6. That the part to the second part shall work under the supervision of the Principal of the concerned Government Polytechnic.
7. That the work performance of the part to the second part will be assessed by the Head of Section of the concerned branch / subject as well as the Principal of the Polytechnic.
8. That he / she is not entitled to any renewal or extension or continuation of the contract on any ground whatsoever.
9. That the service rendered during the contract will not be construed or reckoned as part of any regular appointment for any post in the Government and therefore no credit or weightage will be given for the

- service rendered during the contract period.
10. That if he / she register less than 40% of pass in their subjects taught during the last year shall be shifted to other Polytechnic as a first warning and will be terminated if there is no improvement.
 11. Teacher evaluation by the students: That the part to the first part shall take students evaluation of the party to the second part in the prescribed format circulated to all the Polytechnics in the first quarter of the contract period and if performance of the contract staff is not satisfactory, he / she shall be terminated.
 12. That any dispute arising out of this contract shall be subject to the jurisdiction of the competent court.
 13. That the relationship between the two parties is purely contractual and strictly as per the terms mentioned above.

Witness to the signature of the
to the First

Signature of the Party

Part of the First Part
the Principal

Part represented by

1
Signature: _____

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Name: _____

2.

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Witness to the signature of the
to the

Signature of the Party

Part of the Second Part

Second Part

1.

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2.

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G S PANDA DAS IAS

COMMISSIONER

