



GAUTENG PROVINCE

EDUCATION
REPUBLIC OF SOUTH AFRICA

INTERNAL MEMO

TO: DIRECTOR: SCHOOL NUTRITION AND SCHOLAR
TRANSPORT

ATT: PENNY MASONDO

FROM: QINISO ZWANE
DIRECTOR: LEGAL SERVICES

DATE: 30 APRIL 2013

SUBJECT: VOLUNTEER FOOD HANDLERS

1. We refer to the above matter.
2. On an even date we were requested to vet the Volunteer Food Handlers agreement and we confirm the instruction to provide with comments in respect of the attached agreement.
3. We have perused the agreement and confirm that it complies with all the relevant legislative provisions. In this regard, we confirm that you may proceed to append your signature thereto.
4. We trust that the above is in order. Should you require further assistance, please do not hesitate to contact the writer hereof.

Regards;


Qiniso Zwane
Director: Legal Services
Gauteng Department of Education

Making education a societal priority

Director: Legal Services

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education

Department: Education

GAUTENG PROVINCE

MEMORANDUM OF AGREEMENT

Entered into by and between

The _____ School, duly represented by
(Name of School)

In his /her capacity as Chairperson of the School Governing Body
(Hereinafter referred to as "the School")
And

(Name of food handler)

Identity No. _____
(An adult male/Female south African Citizen)

Residential address: _____
(Hereinafter referred to as "the Food Handler")

WHEAREAS the school is desirous of obtaining Services of the food handler /cook to prepare meals for its learners in terms of the National school Nutrition Programme (Hereinafter referred as "the service")

AND WHEREAS THE FOOD HANDLER / COOK UNDERTAKES TO PROVIDE THE REQUIRED SERVICES.

NOW THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS:

in this document unless the context indicates otherwise, the following words will bear the corresponding meanings:

“Food handler” refers to cook who volunteered to render the required service;

“Principal” refers to the Head master or Head mistress of the school includes any one so acting.

“School” meansPrimary/Secondary/High school.

“Volunteer “or related words, means a service rendered without expectation of payment.

“Stipend” means an honorarium/reimbursement payable to the volunteers.

“Substitute” refers to someone equally or better qualified to replace the volunteer as agreed with the SGB.

“He” include “She”

“SGB” means School Governing Body;

The singular include the plural and vice versa.

In reckoning days, the first day shall be excluded and last day included, unless the context indicates otherwise.

1. TERMS AND CONDITIONS

1.

- 1.1. The school engages the Volunteer Food Handler (VFH) to prepare the meals for its learners in accordance with the Standardized Menu as prescribed in the National School Nutrition Programme, as per Annexure “A” hereto.
- 1.2. Administratively, the VFH will report to the NSNP delegated Educator.
- 1.3. The VFH will receive a stipend of **R840, 00** (Eight Hundred and Forth Rands) per Month.
- 1.4. For the purpose of this agreement, the VFH is not an employce of the school or the Department of Education.
- 1.5. The VFH shall observe basic standards of hygiene in discharging her voluntary services at the school.
- 1.6. The VFH shall sign the necessary attendance register daily.
- 1.7. The VFH shall inform the school principal about her absence.

- 1.8. The VFH shall compile and maintain an inventory of all the utensils and related items in her care and custody, to the NSNP delegated educator without delay.
- 1.9. The VFH shall report all shortfalls problems and related issues to the NSNP delegated educator and copy the Principal of the school without delay.
- 1.10. The VFH shall ensure that food is prepared timeously daily and served as prescribed in the menu.
- 1.11. In the event that the VFH cannot render service as agreed, on any given day, then she should inform the Principal and if possible secure the attendance of a substitute at her expense, with the approval of SGB.
- 1.12. The substitute in 1.11 should as far as possible, possess similar body of knowledge or experience in the field of food handling as she does.
- 1.13. Notwithstanding the peremptory provisions of the Labour Laws and related prescripts, same shall not apply in this contract.

2. DURATION

- 2.1. The VFH is engaged with effect from the 01 April 2013 to the 31 March 2014.
- 2.2. This agreement shall expire on the 31 March 2014 automatically without the need for a formal notification to that effect or renewal.
- 2.3. The VFH shall do the necessary hand over to the School Principal, at the end of her term.

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3. CONDITION

- 3.1. This Agreement binds only the parties to it.
- 3.2. There will be no other benefits or accruals due to the VFH other than what is Specifically stated in this Agreement.
- 3.3. This arrangement constitutes an agreement between the VFH and the School Governing Body only.
- 3.4. To the extent that the VFH has volunteered her services to the school, neither the School Governing Body, nor the school assumes any liability for injuries or damages to the VFH emanating from her voluntary activities at the school. **If a VFH is injured while volunteering their services, a school can only offer minimum support to access basic health care.**

4. KEY RESPONSIBILITIES OF THE TWO PARTIES

The VFH shall:

- Clean the storage and kitchen rooms every morning and afternoon before and after food preparation.
- Prepare food for learners on each feeding day, the correct quantity and items as per prescribed menu.
- Serve food for learners during feeding time.
- Clean the kitchen, storage facility, cooking utensils and eating utensils daily.
- Manage the kitchen and storage facility according to relevant legislations.
- Practice food safety and hygiene
- Assist and guide learners to practice cleanliness.
- Receive dry groceries and perishables.
- Place orders for gas.

The School Governing Body undertakes to:

- Train the VFH on her responsibilities whenever necessary.
- Pay the stated honorarium /stipend amount to the VFH monthly without fail.
- Keep record of all payments so effected.
- Keep record of the VFH's daily attendance at the school.
- Draw the attention of the VFH to any changes affecting her voluntary service at the school.
- Minimize as far as possible any risks of injury and damages to the VFH within the school premises.
- Support the VFH in the execution of her responsibilities at the school.

5. COMPENSATION

The school Governing Body will not be liable to the Food Handler for unspecified expenses.

6. BREACH OF CONTRACT

6.1. Should the VFH refuse, fail or neglect to perform according to the standards set out in the standardized Menu or at all, the school may terminate this agreement by giving her one week written notice of such termination.

6.2. In the event of any dispute between the parties concerning this agreement, the same shall be referred first to the delegated NSNP educator at the school, the District Director, the responsible Provincial officer in the Department, before any recourse

to outside arbitration or agency.

6.3. Should such termination occur as stated above, then the VFH will be paid Pro rata share of her stipend for that month in full and final settlement of her claim.

7. TERMINATION

Either party may, upon at least one month's written notice to the other party, terminate this agreement at any time before its expiry.

8. AMENDMENT

No amendment, extension or relaxation of any of the terms of this agreement shall be of any force or effect unless it is in writing and duly signed by either parties or their authorized agents in writing.

9. WARRANTY

The VFH declares and guarantees that all particulars and information supplied for purpose of this agreement are true and correct in all material respects. The VFH understands that any false information supplied may lead to summary termination of this agreement.

10. DOMICILIUM

The parties choose their domicilium citandi et executandi as follows:

THE SCHOOL: _____

ADDRESS _____

VFH: _____

ADDRESS _____

CONTACT DETAILS _____

Thus done and signed at _____ on this _____ day of
_____ 2013

FOR SCHOOL (CHAIRPERSON OF THE SGB)

Thus done and signed at _____ on this _____ day of
_____ 2013

FOR VOLUNTEER FOOD HANDLER

Thus done and signed at _____ on this _____ day of
_____ 2013