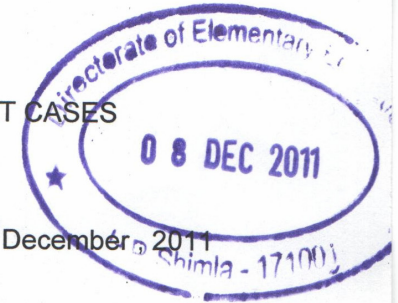


No. EDN-H(EE)(4)4-14/2011-80 CPC/COURT CASES
Directorate of Elementary Education
Himachal Pradesh Shimla -171001



Dated , Shimla -171001

December 2011

To

1. All the Deputy Directors of Elementary Education, in HP.
2. All the Block Elementary Education Officers, in HP.

Subject: Guidelines (Norms)for engaging of Cook-cum-Helpers under MID- DAY -MEAL SCHEME.

Sir,

The government vide letter no. EDN-C-F(10)-7/2011 dated , 23-11-2011 has approved and conveyed the guidelines / norms for hiring / engaging of Cook-cum-Helpers under MDM scheme by School Management Committees . The copy of guidelines / policy is enclosed for information and necessary action . You are requested to inform all the SMCs under your jurisdiction .

The guidelines are also available at departmental website i.e. <http://himachal.nic.in/eleedu/>

Encls:As above

Yours faithfully,


DIRECTOR

Guidelines for hiring of services of Cook cum Helper under MID DAY MEAL Scheme by the School Management Committee in Himachal Pradesh :-

1 Introduction:

The National Programme of Nutritional Support to Primary Education {NPNSPE}, popularly known as Mid-Day-Meal Scheme was launched on 15th August, 1995, with the **twin objectives of :-**

- ◆ ***Boosting Universalization of Primary /Upper Primary education by increasing enrolment, retention and attendance.***
- ◆ ***Simultaneously impacting the Nutritional status of children studying in I-V and VI - VIII classes.***

Under this scheme , hot cooked meal is served on all school days to the students present in the Govt. / Govt. Aided Primary and Middle units of Govt. Middle / High / Senior Secondary Schools.

2 OBJECTIVES:-

- a) To hire cook-cum-helper by SMC for Mid Day meal in the schools .
- b) To empower the SMCs for effective running of Schools.
- c) To provide an earning opportunity to the local residents especially women and weaker section to work as MDM cook-cum-helper.

3 Job profile of Cook Cum Helper

- ▶ To arrange for procurement , supply and storage of materials for Mid Day Meals as per instructions of SMC.
- ▶ To obtain the strength of students present on the day and obtain the required quantity of rice and other ingredients in view of the strength of the children for whom the meal is to be cooked and served on the day.
- ▶ To clean , wash and remove impurities if any, from the raw material to be cooked and ensure cooking as per menu in hygienic manner and conditions .

- ▶ To serve the meals to the students at the designated hour in the hygienic conditions.
- ▶ To clean the kitchen and utensils and store the utensils in a hygienic conditions .
- ▶ The cook-cum-helper has also to ensure that the gas stove/cylinder has been properly switched off and the cylinder has been placed in the store taking all precautions to avoid any untoward incidents.
- ▶ Help in procurement / transportation of material.
- ▶ Any other MDMS related miscellaneous job assigned by the SMC / incharge of Scheme .

4 Student Norms of Engagement :

The Government of India vide letter F.No.1-1/2008-Desk(MDM) dated 24th September , 2009 prescribed the norms for engaging the cook-cum-helper under this scheme, which has been implemented by the State Government vide letter No. EDN . F(4)4/2007-II dated 11.2.2010 as per following table:-

SN.	Enrolment Slabs	No. of Cook-cum-Helpers allowed
1	1-25	1
2	26-100	2
3	101-200	3
4	201-300	4
5	301-400	5
6	401-500	6
7	501-600	7
8	601-700	8
9	701-800	9
10	801-900	10

5. MODE OF APPOINTMENT:

The appointment shall be made by the School Managing Committees (SMC) at the school level.

6 ELEGIBILITY CRITERIA :

Only such candidates will be eligible to apply for the post of MDM Cook cum Helper, who are:-

- a) Citizen of India.
- b) Permanent resident of the village /Gram Panchayat / Urban local body of the area, in which the school is located.
- c) The candidates belonging to such adjacent Gram Panchayats where there is no GSSS/GHS/GMS/GPS shall have the opportunity with him/her to apply for the post of Cook cum helper falling vacant in the equivalent school situated in the adjacent Panchayats.
- d) Should be medically fit and free from any contagious disease.
- e) Not involved in any act of crime.
- f) Has knowledge / experience of cooking for the children .

7 IDENTIFICATION OF VACANCIES

The Head of the Institution, will identify the vacancies as per prescribed norms and report the same to the SMC .

8 ADVERTISEMENT/ NOTIFICATION OF VACANCIES

The SMC of the concerned school will notify the vacancies. The President of the School Management Committee (SMC) will call applications for hiring services of cook cum helper against vacancy at the Gram Panchyat/ Nagar Panchyat /Urban local body level .

The vacancy may also be advertised through School Notice boards and copy be sent to the concerned Panchayat/ Urban local body.

9 APPLICATIONS

The Candidates will have to apply for the offer of services as Cook-Cum Helper on plain paper, to the School Managing Committee (SMC) alongwith photocopies of certificates, which shall be verified with the original at the

time of interview. The candidates are also required to paste one attested pass port size photograph on the application form.

The applicant shall have to produce the medically fitness certificate from the concerned Govt. Medical Authorities. The medial fitness certificate should specifically mention that the person is free from any contagious disease.

10 INTERVIEW:

- a) The selection committee shall hold interviews by calling all the eligible candidates.
- b) The selection committee shall judge the suitability of the candidates purely on merit.
- c) The selection will be specific to a particular school only.
- d) The Member Secretary of the committee will maintain complete record of the selection process.

e) In the interview the marks shall be awarded to the candidate out of 15 marks. The distribution of marks shall be as under :

- i. Candidates belonging to BPL / low income group family = 3 marks
- ii. Widow, or women deserted by the husband or otherwise destitute =3 marks
- iii. Candidates belonging to SC/ST/OBC / minority category = 2 marks
- iv. Candidates who are from families without any member in Government service = 2 marks
- v. Permanent resident of village in respect of Gram Panchyat / ward in respect of local bodies = 2 marks
- vi. cooking experience = 3 marks

Total = 15 marks

11 APPLICATION OF RESERVATION ROSTER

Since this is a contractual hiring of services by the SMC for a particular school and that too for a specific period on a fixed remuneration , hence reservation roster shall not be applicable.

12 SELECTION COMMITTEE

The candidates will be selected by executive committee of School Managing Committee

13. DECLARATION OF RESULT

Based on all relevant certificates enclosed with the application, a merit list will be drawn up and the person at the top will be offered contract subject to the verification of all information and certificates with the originals and medical fitness.

14. APPOINTMENTS

The appointment to the selected person will be offered by the SMC . The appointment will be made on contractual basis by the SMC after executing a proper agreement between the candidate selected and President of SMC on the prescribed form of agreement at Annexure -1.

The contractual offer will be initially for one academic year. The contract will be renewed on yearly basis keeping in view the requirement of cook-cum-helper , medical fitness and performance of the person.

15 WAITING LIST

For every selected candidate, a waiting list of candidates will be prepared on merit. The waiting list will be valid for one year after the selection process is over. Waiting list candidates may be offered contract , if the selected candidate does not join or he/she leaves the contract with in one year of appointment.

16 Contractual Remuneration

The Cook cum helpers will be paid a remuneration @ Rs. 1000/- (Rupees one thousand only) per month during school days , by the (SMC) out of grants made available by the Government. **No remuneration will be payable for vacation period .**

17 **AGE**

The age should not be less than 18 years and not more than 60 years. The services of cook cum helper will be terminated on attaining the age of 60 years. The age limits is to be reckoned on the first day of the year in which posts are advertised by the SMC.

18 **APPOINTING/ DISCIPLINARY AUTHORITY**

The cook cum helper so recruited shall be employee of the SMC for all intents and proposes. The appointing/ disciplinary authority in respect of cook cum helper will be the Executive Committee of SMC.

19 **TERMS AND CONDITIONS :**

- a. Keeping in view the nature of work, the cook-cum helper should attend the duties in all school / working days.
- b. Continuous absence beyond three days from the school without approval of member secretary / competent authority shall automatically lead to the termination of the services of the Cook cum helper. The Cook cum helper will not be entitled for any wages/ remuneration for the period of absence.
- c. The cook cum helper should be medically fit and free from any contagious disease. If person found medically unfit / suffer from any contagious disease subsequently then his contract will be terminated .
- d. **If the performance of the selected person is not found Satisfactory / good , the SMC shall have power to remove the person.**
- e. **In case , the cook-cum-helper become surplus due to revision of norms for hiring of cook-cum-helper or decline in the enrollment or merged from school / institution , principle of LAST COME , FIRST GO will apply and the contract of person selected on latter date will be terminated without giving any prior notice.**

20 RIGHT TO CLAIM REGULAR APPOINTMENT

The Candidates hired as Cook cum helpers under the guidelines , by the respective SMC shall have no **right to claim regularization/ absorption/ appointment as regular employees under the State Government.**

The Government of Himachal Pradesh shall have the right to relax/amend any of the terms & conditions/ provisions mentioned in the above scheme in public interest.

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Definition:

COOK-CUM-HELPER-

The person hired for preparing / cooking and serving the meals or all such functions as prescribed in the norms under MDM Scheme.

SCHOOL -

Govt/Govt. Aided Primary and Upper primary Educational Institution / NRBC Centres.

SMC:

"SCHOOL MANAGEMENT COMMITTEE constituted under section 21 of RTE 2009.

SCHOOL DAY-

Working day on which the school functions.

ANNEXURE-I

Form of Agreement To be Executed Between SMC And Cook-cum-Helper Selected Under Mid-Day-Meal Policy

An agreement made this the _____day of _____ in the year _____between_____ (**herein after called the Cook-cum-Helper of the FIRST PART' and the President SMC of the other part)**

Whereas the SMC has engaged the party of the **FIRST PART** and the party of the **FIRST PART** has agreed to serve as **Cook-cum- helper** on the terms and conditions herein after contained.

WHEREBY it is agreed as follows

1. That the Cook- cum -helper shall remain in the service of the SMC of the School / institution, Village_____ Gram Panchayat _____ for a period commencing on the day of _____ and ending on the day of _____ . It is specifically mentioned and agreed upon by both the parties that the contract of employment of a part of the FIRST PART shall ipso-facto stand terminated on the last working day on _____. No formal notice / order by the party of the second part conveying the same shall be necessary.
2. That the employee shall submit himself /herself to the orders of SMC and of the officers and the authorities under whom he /she may from time to time to be placed by the SMC and shall abide by the instructions issued by the SMC from time to time .
3. That he /she shall employ himself /herself efficiently and diligently and to the best of his/her ability as Cook cum helper and that he/she shall devote his/her time to the duties of the service and that he/she shall not absent himself/herself from his/her said duties without having obtained prior permission from the immediate officer. The Cook cum helpers will not be entitled to any remuneration for the period of absence.

4. The service of the party of the FIRST PART shall terminate as follows:-

- (i) Automatically at the end of term given in the appointment letter.**
 - (ii) BY the SMC without previous notice, if party of the FIRST PART became surplus as per criteria / norms before the expiry of the contract.**
 - (iii) By the SMC without previous notice , if the SMC is satisfied on evidence before it that the party of the FIRST PART is unfit and is likely for a considerable period to continue unfit by reasons of ill health for the discharge of his/her duties. Provided that the decision of the SMC that the party of the FIRST PART is likely to continue unfit shall be conclusively binding on the party of the FIRST PART and there upon his/her services shall be terminated.
 - (iv) By the SMC or its officers having proper authority without any previous notice , if **the party** of the FIRST PART is on to be prima-facie guilty of any insubordination , intemperance moral turpitude or other misconduct or of any breach or non-performance of any of the provisions of these presents or is otherwise found unsuitable for the efficient performance of his/her duties.
 - (iv) By one month notice in writing given at any time during services under this agreement either by the Cook cum helper to the SMC or by the competent authority to Cook cum helpers.
 - (v) Provided that the SMC may pay the Cook cum helpers , one month's remuneration in lieu of such notice and there upon this agreement shall stand terminated forthwith.
5. SMC shall pay the Cook cum helpers as long as the employee shall remain on contract and actually performs the duties assigned to his/her , a consolidated remuneration of Rs. 1000/-per month / as per norms fixed time to time . No other allowances shall be admissible . **No remuneration will be paid for the school vacation.**

6. In respect of any matter of which no provision has been made in this agreement or in MID-Day-Meal scheme ,shall be dealt with as per the instructions issued by the SMC from time to time.
7. The Cook cum helpers shall have to execute the work assigned to him/her by the competent authority other than his/her own duties in public interest .
8. It is expressly stated and agreed to by the party of the FIRST PART that any duration of service under this agreement shall in not give him/her any right to claim for absorption in regular vacancies that exist or may arise in future in particular cadre.
9. NOTWITHSTANDING anything herein before contained in this agreement, the Government shall be free to make departure from the terms and conditions of this agreement in the exigencies of public service or in public interest if the circumstances so warrant.
10. This offer of appointment is non-governmental on a fixed remuneration and it does not entitle him/her for any governmental scale .
11. The party of the FIRST PART engagement is subject to character and antecedents being certified to be good by two gazetted officers / office bearer of the Gram Panchyat , not being his / her relatives.
12. The party of the FIRST PART will have to furnish attested copies of certificates in support of date of birth, academic qualification , BPL/OBC/SC/ST etc. at the time of joining .
- 13 No TA/DA will be paid to FIRST PARTY for joining the contract .

IN WITNESS WHEREOF the party of the FIRST PART and President of SMC on behalf of the party of the OTHER PART have hereinto set their hands the day ,month and year first , above written.

SIGNED BY :-

PARTY OF THE FIRST PART _____

IN THE PRESENCE OF:

1. _____

2. _____

SIGNED BY:-

PARTY OF THE SECOND PART _____

IN THE PRESENCE OF:

1. _____

2. _____