

**IN THE NORTH GAUTENG HIGH COURT
(REPUBLIC OF SOUTH AFRICA)**

Case NO:22558/2020

In the matter between

EQUAL EDUCATION

FIRST APPLICANT

**THE SCHOOL GOVERNING BODY OF
VHULAUDZI SECONDARY SCHOOL**

SECOND APPLICANT

**THE SCHOOL GOVERNING BODY OF
MASHAO HIGH SCHOOL**

THIRD APPLICANT

AND

THE MINISTER OF BASIC EDUCATION

FIRST RESPONDENT

MEC EDUCATION EASTERN CAPE

SECOND RESPONDENT

MEC EDUCATION FREE STATE

THIRD RESPONDENT

MEC EDUCATION GAUTENG

FOURTH RESPONDENT

MEC EDUCATION KWAZULU NATAL

FIFTH RESPONDENT

MEC EDUCATION LIMPOPO

SIXTH RESPONDENT

MEC EDUCATION MPUMALANGA

SEVENTH RESPONDENT

MEC EDUCATION NORTHERN CAPE

EIGHTH RESPONDENT

MEC EDUCATION NORTH WEST

NINTH RESPONDENT

MEC EDUCATION WESTERN CAPE

TENTH RESPONDENT

SETTLEMENT AGREEMENT

BETWEEN THE APPLICANTS AND THE FIRST TO NINTH RESPONDENTS

The parties agree to settle this case on the following terms:

1. It is recorded that paragraphs 103.2 – 103.8 and 103-13 – 103.14 of the 17 July 2020 court order have not been discharged. Paragraphs 103.9 - 103.12 of the 17 July 2020 order are superseded by this Settlement Agreement.
2. The Minister will formulate and implement a revised plan within one month of the signing of this settlement agreement to ensure that all qualifying learners

receive a daily meal under the NSNP. This plan will take into account the following:

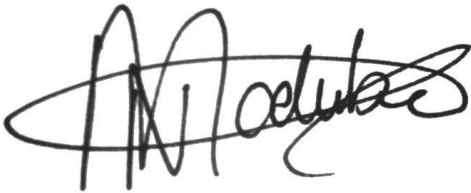
- 2.1 The challenges experienced thus far with the implementation of the NSNP;
 - 2.2 The need for realistic and responsive plans that ensure that every qualifying learner receives a meal under the NSNP;
 - 2.3 The need to feed every qualifying learner during the school calendar year, regardless of whether schools are closed due to COVID-19 or whether learners are at home under a rotational timetable, through the provision hot meals and/or food parcels at a school and/or other practicable measures, whichever best suits the context and ensures successful feeding of qualifying learners;
 - 2.4 The need to consider a communications plan to ensure that all learners and schooling stakeholders are aware of the provision of meals, the manner in which meals will be provided, and the availability of scholar transport where applicable, and other practicable measures; and
 - 2.5 the need for Directives or guidance to the second to tenth respondent MECs to ensure that they and their departments carry out their duties without delay.
3. The plans mentioned in paragraph 2 above must address the following matters:
 - 3.1 What steps the Minister will take to comply with her obligations and to ensure that MECs comply with their obligations; and
 - 3.2 When the Minister will take each step planned.
 4. The Minister must file the revised plan on affidavit with this Court and the applicants within that month.
 5. The Minister must thereafter file monthly reports on affidavit with this Court and the applicants in which she reports on the extent to which the steps she has taken have succeeded, what further steps she will take to ensure that they succeed, and when she will take each such step.

6. The second to ninth respondent MECs will each formulate and implement a revised plan within one month of the signing of this settlement agreement to ensure that all qualifying learners receive a daily meal under the NSNP. These plans will take into account the following:
 - 6.1 The challenges experienced thus far with the implementation of the NSNP;
 - 6.2 The need for realistic and responsive plans that ensure that every qualifying learner receives a meal under the NSNP;
 - 6.3 The need to feed every qualifying learner during the school calendar year, regardless of whether schools are closed due to COVID-19 or whether learners are at home under the rotational timetable, through the provision of hot meals and/or food parcels at school and/or other practicable measures, whichever best suits the context and ensures successful feeding of qualifying learners; and
 - 6.4 The need to consider a communications plan to ensure that all learners and schooling stakeholders are aware of the provision of meals, the manner in which meals will be provided, and the availability of scholar transport where applicable, and other practicable measures.
7. The plans mentioned in paragraph 6 above must address the following matters:
 - 7.1 What steps the second to ninth respondent MECs will take to comply with their obligations;
 - 7.2 When the second to ninth respondent MECs will take each step planned.
8. The second to ninth respondent MECs must file those revised plans on affidavit with this Court and the applicants within that month.
9. The second to ninth respondent MECs must thereafter each file monthly reports on affidavit with this Court and the applicants in which they describe the implementation of their revised plans; and they report on the extent to which the steps they have taken have succeeded, what further steps they will take to ensure that they succeed, and when they will take each such step.

10. This settlement agreement does not bind the tenth respondent.

11. The first to ninth respondents will pay the cost of this application, including the costs of two counsel, on a party and party scale.

12. The parties will seek to have this settlement agreement made an order of Court.



For the Applicants

Name:

Date:

Place:



For the Respondents

Name: Hubert Mathanzima Mveli

Date: 14 July 2021

Place: Pretoria