



**FOOD HANDLER AGREEMENT WITH THE SCHOOL 2026 – 2027**

**SCHOOL NAME.....**

**1. PARTIES**

This agreement is entered into between:

(hereinafter referred to as *“the Institution”*)

And

\_\_\_\_\_ (hereinafter referred to as *“the Food Handler”*)

**2. NATURE OF AGREEMENT (IMPORTANT – LEGAL CLARITY)**

- This is a stipend-based service agreement under the National School Nutrition Programme (NSNP).
- It does not constitute permanent employment, and no expectation of permanent or continued employment is created.
- The Food Handler is appointed from \_\_\_\_\_ to 31 March 2027, subject to annual performance reviews. Continuation of service for each subsequent year will depend on satisfactory performance and programme requirements.
- This is a voluntary service agreement and the food handler is not forced to provide the service.
- The contract/agreement is between the School Governing Body (SGB) and the Food handler.

- Notwithstanding the above, this agreement must comply with the Basic Conditions of Employment Act 75 of 1997 (as amended) and the Labour Relations Act 66 of 1995 (as amended).

### **3. CONTRACT PERIOD**

Date of employment – 31 March 2027

### **4. ANNUAL REVIEW**

- Agreement will be reviewed annually.
- Continuation depends on:
  - Performance: School will conduct quarterly assessments
  - Availability of NSNP funding
  - Compliance with WCED guidelines

### **5. STIPEND (WCED-ALIGNED)**

- Monthly stipend: R 2 256.00 (after UIF)
- UIF deduction (2%): R 45.12
- UIF must be paid in accordance with the Unemployment Insurance Fund
- Food handler must sign proof of payment received
- An addendum to this agreement will be issued on 01 April 2027 reflecting the revised stipend.
- The addendum must be signed, stamped, and dated by the Food Handler and the School Representative, and must be attached to this agreement, where it shall form an integral part thereof.

### **6. WORKING HOURS**

- Monday to Friday
- Maximum 8 hours per day
- Must align with school feeding schedule

### **7. LEAVE PROVISIONS (BASIC COMPLIANCE)**

Although not a full employment contract, the following applies in line with fair practice:

#### **7.1 Sick Leave**

- The Food Handler must inform the school before 08:30 if unable to report for duty
- A medical certificate may be required after 2 consecutive days

## 7.2 Family Responsibility Leave

- May be granted at the discretion of the school management
- Proof must be provided

## 7.3 Unpaid Leave

- Must be requested in advance and approved

## 8. HEALTH AND SAFETY (OHS COMPLIANCE)

In line with the **Occupational Health and Safety Act:**

- The school must provide a safe working environment
- The Food Handler must:
  - Follow all safety procedures
  - Use equipment correctly
  - Attend training provided by WCED - NSNP
- Unsafe conditions must be reported immediately

## 9. LIABILITY

- The Institution is not liable for injuries caused by:
  - Negligence
  - Failure to follow safety procedures
- The Food Handler is responsible for:
  - Damage to property due to negligence
  - Misuse of equipment or stock

## 10. DISCIPLINE AND MISCONDUCT (LABOUR-ALIGNED)

### 10.1 Types of Misconduct and disciplinary action

Offence	Verbal warning	First written warning	Final Written Warning	Disciplinary hearing
Late coming	X	X	X	X
Absent without permission		X	X	X
Refusal to obey a reasonable		X	X	X

instruction				
Refusal to obey a lawful instruction			X	X
Insubordination			X	X
Dishonesty / fraud				X
Theft				X
Under the influence of alcohol			X	X
Under the influence of illegal substance				X
Endangering learners				X
Disclosing personal information of learners to unauthorised party / gossip		X	X	X
Bringing school in disrepute (including any social media comments or status) eg. WhatsApp, FaceBook, etc	X	X	X	X
Failure to adhere to Health & Safety rules (OHSAct)				X

## 11. TERMINATION

### 11.1 By the School

- One (1) month written notice  
OR
- Disciplinary hearing will be conducted for the following that may lead to a dismissal:
  - o Gross misconduct
  - o Breach of agreement
  - o Health/safety violations

### 11.2 By the Food Handler

- One (1) month written notice (written or oral resignation)

### 11.3 Automatic Termination

- End of NSNP funding
- End of contract period

- Enrolment drops below the 1:200 ratio

**12. DISPUTE RESOLUTION (VERY IMPORTANT ADDITION)**

- Any dispute should first be resolved internally
- If unresolved, the matter may be referred to the:  
Commission for Conciliation, Mediation and Arbitration (CCMA)

**13. CONFIDENTIALITY AND CHILD PROTECTION**

- The Food Handler must:
  - o Respect learner dignity
  - o Not disclose confidential information
  - o Report any child safety concerns to the principal

**14. GENERAL**

- This agreement is governed by South African law
- Changes must be in writing and signed

**SIGNATURES**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

**SCHOOL REPRESENTATIVE**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**FOOD HANDLER**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Witnesses**

**Institution**

**Food Handler**

**Institution**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Food Handler**

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE 1****1. DUTIES****1.1 Preparation and Serving of Food**

- Follow the National School Nutrition Programme (NSNP) menu and feeding calendar.
- Serve breakfast before **08:00**, Monday to Friday.
- Serve the main meal by **12:30 daily**.

- Serve fruit once a week (Tuesdays) and milk on Wednesdays.
- Prepare and serve meals according to the prescribed provincial menu.
- Ensure utensils are ready before serving.
- Prepare meals in a manner that is appealing to learners.
- Serve correct portions as per WCED/NSNP guidelines.
- Clean utensils and kitchen equipment after each meal.
- Store utensils safely and hygienically.
- Inform the NSNP Coordinator when gas is running low.
- Maintain cleanliness of the food preparation area and complete the disinfectant register.

### **1.2 Handling of Stock**

- Assist with checking delivered stock.
- Use older stock first (FIFO method).
- Assist with stock monitoring and recordkeeping.
- Do not store stock directly on the floor.
- Assist with periodic stocktaking.
- Report expired or infested stock immediately.
- Do not remove stock from school premises.

### **1.3 Safety and Hygiene**

- Follow WCED-NSNP safety guidelines.
- Attend annual hygiene and safety training.
- Report faults with stoves or gas equipment immediately.
- Ensure gas cylinders are properly closed when not in use.
- Wear clean clothing and hair covering while working.
- Do not handle food when ill (e.g., sore throat, infections, gastric issues).

## **2. Good Working Habits**

- Be punctual and reliable.
- Act honestly at all times.
- Do not remove food intended for learners.
- Treat learners with respect.

## **3. Attendance and Leave**

- Complete the attendance register daily (sign in and out).

- Request leave at least one day in advance where possible.
- Notify the school before 08:30 if absent due to unforeseen circumstances.

\_\_\_\_\_  
**Name of Food handler**

\_\_\_\_\_  
**Name of School Principal**

\_\_\_\_\_  
**Signature of Food handler**

\_\_\_\_\_  
**Signature of School Principal**

**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

