

FROM: Chief Education Officer

TO: Deputy Chief Education Officers
Assistant Chief Education Officers
Heads of Education Departments
Region 1 – 10 and Georgetown
Headteachers of Nursery, Primary, Secondary, Practical
Instruction Centres and Technical Institutions

Date: 2011-02-28

SUBJECT: **Policy for the Establishment and Operation
of School Canteens. (Revised)**

This revised policy amends the Policy of 2002-06-14.

There have been several complaints and inconsistencies with regards to the running of school canteens.

In an attempt to address this matter guidelines for the establishment and operation of school canteens are outlined herein. A copy of the rental agreement is also attached for easy reference and use.

The guidelines are as follows:

- A special committee shall be formed at any school which has or plans to have a School Canteen.
- The committee shall be known as the School Canteen Committee. The name of the school shall precede the term "School Canteen Committee."
- The Committee for Non Board Schools shall comprise the Headteacher, one teacher who is not a member of the administrative staff (preferably trained in Home Economics), three members of the Parent Teachers' Association, and one student who shall be the Head Prefect/President of the Student Council. The representative teacher and parent shall be elected by the respective bodies which they represent.
- For schools governed by Boards the respective Board shall appoint a Canteen Committee in keeping with Section 5 (1 -2) of the President's College Act of 1990. (See Attachment)
- Invitation to tender for operation of a School Canteen must be widely published at least within the school community, and at the P.T.A. Level. Notices must be posted at the

Neighborhood Democratic Council (NDC) Office, on the Notice Boards of all schools and other government offices within the NDC. At least (1) month's notice must be given by the Committee when tenders are invited. A format for tender must be provided along with a closing date for receipt of tender.

- Sealed tenders shall be deposited in a Tender Box as provided.
- Persons who tender maybe invited to witness the opening of tenders.
- The School Canteen Committee shall be responsible for awarding or terminating contracts. The Committee shall also be responsible for monitoring the operation of the Canteen and reviewing contracts.
- The P.T.A may be allowed to operate the School Canteen on agreement reached at a meeting of the P.T.A. after the matter was discussed. In such cases, statements of income and expenditure must be kept and made available for inspection by the Regional Education Officer with assistance from the Field Audit Department. Monthly Financial Statements must be submitted to the Department of Education through the Headteacher. ***For schools governed by Boards the respective Board shall be responsible for its system of accounting for all monies received from the Canteen.***
- In cases where the Canteen is privately operated, the Headteacher/Board is required to retain duplicates of receipts for all monies received from the Contractor. Such income must be reflected in the monthly Financial Report of the School/Board to the Department of Education.
- The life of a contract shall be for one year and is subject to review by the Committee. A contract may be terminated in writing after at least one month's notice by either party. The contract is not transferable.
- ***No cigarettes or alcoholic beverages shall be sold, offered by, or stored in a School Canteen.***
- Meals/snacks must be nutritious and affordable.
- Any person who sells in and/or prepares snacks for a School Canteen must possess a valid Foodhandler's Certificate.
- ***A School Canteen may be in operation one (1) hour before assembly at the start of the school day, during breaks for recreation and lunch, and for up to one (1) hour after dismissal at the end of the school day. In other words,***

- ***the Canteen must not be opened when the instructional programme is being offered /delivered.***
- The school will not be responsible for providing direct security, or for losses the Canteen may suffer.
- Any structure constructed to house a school canteen must be aesthetically pleasing. ***Private Contractors/Operators of canteens would not be allowed to erect structures in the school compound.***
- The location and design of the structure shall be approved by the Regional Education Officer acting on the advice of the School Canteen Committee and the Ministry of Health/Regional Health Department/Neighborhood Democratic Council/City Engineer (as applicable).
- A School Canteen should not cater for the public. It must be located within the compound of the school.
- ***Students must not be forced to purchase from the Canteen.***
- Where the Canteen is privately operated, the school is limited to one fund-raiser each month (e.g. “bring-and-buy” sale). Prior notice must be given to the Operator of the Canteen.
- ***Teachers are not eligible to be considered for award of a Contract to operate a school canteen. Heads of Parent Teacher Association are also debarred from operating a canteen within the institution.***
- Nursery Schools may not establish/have School Canteens.

Any violation of the above stated guidelines would result in termination of the contract.

A copy of the format for the rental agreement is attached.

Kindly bring the contents of this circular to the attention of all members of staff, Parent Teachers’ Association, and the student body. Your members of staff must affix their signatures and the date, as requested for every circular.

RENTAL AGREEMENT

1. This rental agreement is entered into on this ----- day of ----- in the county of ----- Region No. ----- between the Government of Guyana, represented herein by the Permanent Secretary, Ministry of Education herein after referred to as the Vendor of the one part, and ----- herein after referred to as the Tenant of the second part.
2. The Tenant desires to rent the Vendor's premises for purpose of operating a canteen and the Vendor agrees to rent the said premises for the same purpose.
3. The area to be used for the above detailed purpose is situated` on the ----- end of the school building that houses ----- School of ----- All existing appurtenances are included in the rental.
4. The Tenant accepts the offer made by the Vendor given the conditions of rental hereunder detailed.
5. Any person who sells in and/or prepares snacks for the school canteen **must** possess a **valid** Food Handlers Certificate.
6. Meals and snacks must be nutritious and affordable to all.
7. The school canteen may commence operations no more than one (1) hour before assembly at the start of the school day. Operations must cease within an hour of dismissal at the end of the school day.
8. ***Under no circumstances would the Tenant be permitted to sell or store alcoholic beverages and/or cigarettes or any illegal substances on the premises.***
9. This contract is for one year but it may be terminated before by either party giving the other one month's notice.
10. Rent for the use of the premises shall be paid in advance to the Headteacher/Board on a monthly basis at the rate of \$ ----- after the first payment is made.
11. The first payment shall be two (2) months rent to be paid on or before the first day of that month identified for the commencement of occupation of the premises. Thereafter, rent shall be paid every month, on or before the last day in the month concerned.

12. Should payments be made as detailed above, one month's rent would be returned to the Tenant on the termination of the contract by performance. Any act that is in contravention of Guideline (7) above may lead to immediate termination of this contract/agreement.
13. Should the Tenant fail to honour the rental obligation as set out above, the advance deposit would be forfeited.
14. The vendor is responsible for the good upkeep of the premises. In the context of this agreement, the Vendor shall undertake all repairs to the premises save and except those made necessary by the Tenant's mistakes, acts of recklessness or other deviant behavior.
15. Where the tenant, consistent with the relevant part of (14) above, is responsible for damage to the premises, he/she will accept liability for same and arrange for repairs to be effected immediately or within a specified period to be determined by agreement between himself/herself and the Canteen Committee.
16. The Vendor shall not at any time, be liable for losses of any kind from the premises occupied by the Tenant.
17. This agreement/contact is terminated immediately if there is a breach in the agreement as set out above.

In witness thereof the parties hereunder set their hands on the day and year first above written in the presence of the subscribing witnesses.

.....
VENDOR

.....
TENANT

WITNESSES

1.
2.
3.