

# Mateřská škola Maxík – jazyková škola a jesle, s.r.o

The kindergarten principal in accordance with Section 30 (1) of Act No. 561/2004 Coll., On the pre-school primary, secondary, higher vocational and other education (the so-called Education Act), as amended, issues the following

## SCHOOL RULES

*“Our primary goal is to stimulate children’s desire to learn new things, their self-sufficiency and self-realisation, self-confidence, mutual respect and love. We apply an educational approach based on the needs of individual children, where the teacher/lecturer, based on their observation of the child (or group of children), shall offer appropriate activities to encourage active learning and development of children and strengthen their potential so that the children would develop their intellect and activities.*

*Our endeavour is driven above all by the effort to develop humankind in their entirety, to form a relationship with the world through the forces of thought, feeling and will. We place considerable emphasis on cultivating humanity, tolerance and respect for others. Our language kindergarten provides significant assistance in the educational process as an environment promoting the development of personality traits that can be effectively developed and beneficially influenced.”*

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Pavel Tuleškov  
managing director

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## **1 Introduction**

The School Rules shall be valid from September 1st, 2020 and regulate the following:

- Details on the exercise of the rights and obligations of children and their legal representatives at school and details on the rules of mutual relations with school staff;
- Operation and the internal regime of the school;
- Conditions for ensuring the safety and health protection of children, and their protection against socio-pathological phenomena and manifestations of discrimination, hostility or violence;
- Requirements for the treatment of school property by children;

(hereinafter referred to as the “SR”).

## **2 Legal Provisions**

The SR has been prepared primarily in accordance with Act No. 561/2004 Coll., On the pre-school, primary, secondary, higher vocational and other education, as amended (hereinafter referred to as the “Education Act”) and Implementing Decree No. 43/2005 Coll., On pre-school education. It is also affected by other legal norms, such as the Convention on the Rights of the Child, Act No. 500/2004 Coll. – the Administrative Procedure Code, Decree No. 107/2005 Coll. - On school meals, Act No. 258/2000 Coll., as amended by 264/2006 - On the protection of public health, Act No. 106/1999 Coll., as amended by 61/2006 Sb., On free access to information, Decree No. 27/2016 Coll. - On the education of pupils with special educational needs, Act No. 101/2000 Coll., as amended by 585/2006 Coll., On state social support, and with the health and safety regulations, etc.

## **3 Basic Information about the Kindergarten**

### **3.1 Founder of the Kindergarten**

Mateřská škola Maxík – jazyková škola a jesle, s.r.o., ID No.: 041 94 896, CZ 041 94 896, registered office: U Jezera 34, Prague 13 - Stodůlky, 155 00, data box: e2c5yhq.

### **3.2 Kindergarten - Characteristics**

- Stodůlky: U Jezera 2034/34, Prague 13 (capacity 45 children)
- Petřiny: Zvoníčková 1925/1, Prague 6 (capacity 24 children)

## **4 Exercise of the Rights and Obligations of Children and their Legal Representatives in the Kindergarten and Details on the Rules of Mutual Relations with Kindergarten Employees**

### **4.1 Primary Goals of the Kindergarten in Providing Pre-school Education and School Education Programme**

By providing pre-school education and training, the kindergarten shall:

- (a) Provide comprehensive care for children of pre-school age, while continuing education in the family, reflecting the possibilities of children, their needs (considering their age), level of talent and the impact of health,
- (b) Support the natural development of the child's personality and participate in their healthy emotional, intellectual and physical development,
- (c) Support the acquisition of basic rules of conduct by the child,
- (d) Support the acquisition of the fundamental life values and interpersonal relationships of the child, in co-operation with the family (the child's legal representatives),
- (e) Create essential preconditions for continuing education,
- (f) Help to compensate for any inequalities in the development of children before they enter the primary education system,
- (g) Provide special pedagogical care to children with special educational needs,
- (h) Create conditions for the development of gifted children.

The educational content is stipulated in the School educational programme, which is posted in an accessible place in the kindergarten (kindergarten online system MaxInfo + kindergarten notice board).

The School educational programme specifies the goals, focus, forms and content of education according to the specific conditions applied by the kindergarten.

In fulfilling the primary educational goals and the School educational programme, the kindergarten proceeds in accordance with the principles set out in Section 2 (1) of the Education Act and follow valid legal regulations, especially the provisions of the Education Act and the provisions of Decree No. 14/2005 Coll., On pre-school education, as amended, (hereinafter referred to as the "Decree on Kindergartens").

#### **4.2 Fundamental Rights of children Admitted to Pre-school Education**

A child has the right to quality pre-school education to the extent provided by the kindergarten according to their abilities and to support the development of their personality.

A child has the right to safety and protection of physical and mental health during their participation in the education provided by the kindergarten.

A child has the right to participate in all activities of the kindergarten at the time of attendance, which was accepted, subject to their health condition.

A child has the right to an individually adapted adaptation regime when entering kindergarten (the child's legal representatives agree with the principal of the kindergarten and the teacher on the most appropriate procedure).

When participating in kindergarten education, children also have the rights guaranteed to them by the Charter of Fundamental Rights and Freedoms and the Convention on the Rights of the Child, as well as other generally binding legal regulations, such as:

- To be respected as an individual with the possibility of development who wants to confirm their identity (the right to grow up healthy and mentally, the

right to be led to respect other people regardless of race, religion, etc., the right to develop all their abilities and talents, the right to play, the right to privacy...);

- To be respected as an individual in society (fair treatment, even if he or she is wrong; the right to friendship, to respect language, colour, race or social group);
- The right to an emotionally positive environment and the expression of love (the right to have someone to stand up for it, the right to be with people who love them, the right to attention and guidance from adults, the right to receive and show love...);
- To be respected as an individual who forms their own life (the right to influence decisions about what happens to them, the right to age-appropriate behaviour, the right to be prepared for freedom, to act and to live one's own way...).

#### **4.3 Rights of Legal Representatives**

In particular, the child's legal guardians have the following rights:

- To be informed about the course and results of their children's education. Parents (legal guardians) shall be continuous, if necessary, informed by the pedagogical staff of the school when handing over the children; another means of dissemination of information are meetings organised by the kindergarten for parents, or in the form of an individual appointment at any time by prior arrangement;
- To talk to the pedagogical employees of the school at a pre-arranged time, after finishing work with the children; urgent and not so important information can also be passed on when taking over children;
- For the counselling assistance of the kindergarten in matters concerning the education of their children;
- To be immediately informed of their children's nausea, illness or injury;
- To comment on the programme of the school and classes, to participate in it with their ideas, suggestions, comments;
- To express their opinions, recommendations or statements concerning the activities of the kindergarten.

#### **4.4 Duties of a Legal Representative**

The child's legal guardians have the following duties, mainly:

- To follow these school rules and other internal regulations of the kindergarten, as well as generally binding regulations relating to the activities of the kindergarten and pre-school education;
- To provide the kindergarten with the true and complete information necessary for the proper management of the school registry, as well as with all other facts essential for the appropriate provision and course of the child's education or safety, and continuously update such data and information (especially health restrictions, places of residence, contact

details of the legal representative), health insurance company, court regulation regarding child care, information necessary for the fulfilment of kindergarten obligations arising from subsidy titles, etc.);

- To inform the kindergarten without undue delay about any changes in the child's medical fitness, their current health problems, contact with an infectious disease or other serious facts that could affect the child's education, the health of other children or kindergarten employees or kindergarten activities;
- To ensure proper attendance of the child in the kindergarten;
- To hand over the child to the kindergarten healthy and equipped with clothing that is appropriate to the weather, programme and other foreseeable circumstances;
- To provide the child with spare clothes, in particular:
  - (a) Tracksuits, T-shirt, pyjamas, underwear, socks, slippers with appropriate shoe sole and arch (not slippers), toothbrush and cup, rubber boots, raincoat, drinking bottle,
  - (b) In winter: gloves, scarf, hat, overalls, warm jacket, hoodie, tights and long sleeve t-shirt, and
  - (c) In summer: cap, scarf and sunglasses;

The parent (legal guardian) is also obliged to continuously change the clothes and things listed above for clean and corresponding to the child's needs (seasons, trips, etc.). Moreover, the parent is obliged to keep the locker in order, i. e. not to overfill it with an unnecessary amount of clothing, and to refrain from storing medicines, food, flammable or toxic substances, sharp objects, electronic devices, etc. there. Parents shall provide all clothes with a name tag.

To hand over the child in person to the relevant pedagogical employees of the kindergarten. Legal representatives are responsible for their child until the moment of such handover to the pedagogical staff of the kindergarten;

To pay correctly and on time the fee for the provision of pre-school education in the kindergarten and any other agreed payments related to the child's attendance at kindergarten and ensure their participation in the kindergarten programme according to the concluded contract and these School Rules;

To participate in person at the invitation of the principal or the founder of the kindergarten and discuss essential issues related to the child's education, development, or other vital issues related to the child's attendance at the kindergarten.

#### **4.5 Co-operation of Legal Representatives with the Kindergarten**

The kindergarten welcomes any way of co-operation with parents in the form of ideas, suggestions, comments and factual criticism. In contact with parents (legal guardians), the kindergarten worker shall act politely and create a suitable environment for direct communication, corresponding to the parents' mode of behaviour (i. e. they shall provide information, recommendations or explanations, according to the current conditions, make an appointment, etc.).



The kindergarten staff have the right to polite behaviour on the part of parents and to maintain a dignified environment where they perform work and which shall ensure the education of children.

If a child violates the School Rules (especially the manner of behaviour in a class or to the staff of the kindergarten), the child's legal representatives are obliged to actively co-operate with the kindergarten and provide kindergarten such co-operation that the kindergarten's activities are not disrupted.

#### **4.6 Rules of Mutual Relations Between Children and the Kindergarten Employees**

In the kindergarten, the needs of an individual shall be taken into account, and children are guided to understand the needs of others and to respect the boundaries in mutual relations.

Children can turn to kindergarten employees for advice and assistance at any time.

Kindergarten employees are obliged to comply with these School Rules, as well as other internal regulations of the kindergarten, and generally binding regulations governing their activities or the kindergarten activities. Kindergarten employees shall always treat children based on mutual respect and dignity and lead them to such an attitude by example (prevention of humiliation, ridicule, irony, bullying).

Children are obliged to follow the instructions of kindergarten teachers and other authorised persons employed by the kindergarten, which are under these School Rules, generally binding legal regulations or the goals of pre-school education.

## **5 Conditions for Ensuring the Safety and Protection of Children's Health, and their Protection against Socio-pathological Phenomena and from Manifestations of Discrimination, Hostility, or Violence**

### **5.1 Safety and Health Protection of Children**

Kindergartens are governed by Section 29 (2) of Act No. 561/2004 Coll., On Preschool, Basic, Secondary, Higher Vocational and Other Education (hereinafter referred to as the "Education Act"). According to this provision, the kindergarten shall be obliged to ensure the safety and health protection of children in education and directly related activities, provided that conditions ensuring such safety and health protection of children are regulated by the School Rules (Section 30 (1) (c) of the Education Act).

The kindergarten shall supervise the children from the time the teacher takes them over from the legal representative or a person authorised by them, until the time the teacher hands them back to the legal representative or a person authorised by them.

To ensure the safety of children during their stay outside the place where education takes place, the kindergarten principal shall determine an adequate number of pedagogical employees.

Legal representatives and kindergarten employees shall pay attention to safety, order and peace in all areas of the school, do not let their children run up the stairs, climb or slide on the railing.

Children are not allowed to bring objects endangering their health in kindergarten. In particular, items promoting violence such as knives, swords, pistols, etc. are inadmissible. The kindergarten is not equipped to ensure the safe storage of

valuables and expensive things; therefore, valuables (gold chains, expensive toys, electronic devices, etc.) do not belong to the kindergarten, they are prohibited. In case of violation of this prohibition, the parent (legal guardian) shall be responsible for ensuring the safe storage of such items and their protection against damage. Should the kindergarten incur any damage or payment obligation under this title in connection with any valuables, the parent (legal guardian) is obliged to compensate the kindergarten.

In case of increasing the number of children or during specific activities, such as sports activities, or when children stay in a safety-intensive environment, the kindergarten principal shall appoint another pedagogical worker, in exceptional cases another adult who is competent to perform legal acts and who maintains a legal relation to the legal entity carrying out the kindergarten activities.

The kindergarten building is accessible from the outside only by ringing a bell and verifying identity via videophone at the time set for the reception of children. By doing so, control of incoming persons is ensured. Each of the kindergarten employees who opens the building to foreign visitors shall be obliged to determine the reason for their visit and to ensure that they move in the kindergarten premises exclusively under the control of an authorised kindergarten employee. Legal representatives are not allowed to allow strangers to enter or leave the kindergarten premises. When passing through the entrance door, it is necessary to check whether the door is completely closed. Adherence to these measures is essential to ensure safety in the kindergarten.

Smoking, alcohol and other addictive substances are prohibited in the building and the entire school premises (+ 50 meters from it).

## **5.2 Stay of Children in Nature**

Only known safe places shall be used for such activities, and the pedagogical workers make sure that children do not leave the defined area. Prior to the children stay, they shall check the site and remove any dangerous things and obstacles. At extracurricular events, the school principal shall ensure a sufficient number of pedagogical employees.

## **5.3 Sports and Physical Activities**

Before children's exercising and other physical activities that take place in the classroom or on the outdoor premises of the kindergarten, the kindergarten employees shall check that the premises are sufficiently prepared for these activities, remove all obstacles that could lead to injury to the children, and check the functionality and safety of gym equipment and tools prior to their use. Teachers shall also make sure that exercise and physical activities are appropriate to the age of the children and adjust the intensity, length of exercise and difficulty of these activities to the individual abilities of individual children.

## **5.4 Work and Art Activities**

During activities developing the skill and artistic feeling of children, which require using various tools such as scissors, knives, hammers, etc., children can use them with increased caution and exclusively under the supervision of a kindergarten teacher. Moreover, any tools shall be specially adapted (scissors must not have sharp points etc.).

## 5.5 Socio-pathological Phenomena

Protection against socio-pathological phenomena forms an essential element in the pre-school education of children. Such activities shall include focusing on a healthy lifestyle. As part of the school curriculum, children are, therefore, introduced to the dangers of drug addiction, alcoholism, smoking, virtual addiction (computers, television, video), vandalism and other forms of violent behaviour in a non-violent way, appropriate to their age and ability to understand and comprehend the issue. Moreover, they shall be instructed on the positives of a healthy lifestyle.

As part of the prevention of manifestations of discrimination, hostility and violence, kindergarten teachers shall monitor and screen relationships between children in class groups in order to address any possible distorting of children's relationships in their beginnings, in co-operation with legal representatives or with the help of school counselling facilities. Kindergarten employees shall protect children from socially pathological phenomena within the framework of the children's health protection. An essential element of such prevention is also the creation of a favourable social climate among children, between children and kindergarten employees, and between kindergarten staff and children's legal representatives.

## 6 Children's Health Care

### 6.1 Diseases of children

The kindergarten is also governed by the provisions of Section 7 (3) of Act No. 258/2000 Coll., On the Protection of Public Health and on the Amendment of Certain Related Acts, which imposes an obligation on educational establishments, i. e. kindergartens, to separate a child showing signs of acute illness from other children and also provides conditions to prevent the onset and spread of infectious disease among children.

Only a healthy child can be brought to the kindergarten, that is, without signs of any acute infectious disease or parasitic infestation. The legal guardian has to monitor the child's health and to exclude them from education in the event of illness. In the interest of children's health care and prevention of the spread of the disease, the kindergarten shall also not admit untreated children, for example, a child suffering from smallpox after two days of treatment, a child taking antibiotics (or ATB drops) on the third day, etc.

A kindergarten employee shall be entitled at any time to ask the parents (the child's legal guardian) to prove the current state of health of the child suitable for participation in pre-school education by a confirmation from the attending physician.

The following diseases shall be considered to be acute infectious diseases:

- Viral rhinitis (i. e. transparent rhinitis when the child's nose just won't stop running), even without an elevated body temperature;
- Bacterial rhinitis (i. e. coloured - green, yellow, brown rhinitis, which runs out of the child's nose), even without increased body temperature;
- Intense cough (i. e. a cough persisting even when the child is at rest), even without an elevated body temperature;

- Disease-causing a rash on the skin - chickenpox, the so-called 5th and 6th disease, the so-called hand-foot-mouth syndrome, scarlet fever, impetigo;
- Diarrhoea and vomiting, even three days after the child no longer has diarrhoea and vomits. The kindergarten cannot serve children diet; therefore, a child that does not have their digestive tract in order cannot accept a regular diet;
- Conjunctivitis;
- Elevated body temperature or fever.

The following conditions shall be considered to be parasitic diseases:

- Lice (head louse). The kindergarten can accept a child only if they are entirely lice-free, i. e. without live lice and nits.
- Children's pinworm;
- Scabies.

## **6.2 The Right of the Kindergarten to Send the Child Home for Treatment**

The kindergarten has the right to send the child home for treatment immediately and at any time during the day if the staff suspects that the child is acutely ill or has a parasitic disease. The kindergarten is obliged to ensure the separation of a sick child from the group of healthy children. The legal representative of a sick child is compelled to come to the kindergarten without undue delay after being informed by the kindergarten about the child's health condition and to take the child into home treatment.

If a legal representative seriously or repeatedly violates any provision of these School Rules designed to prevent the emergence and spread of infectious or parasitic diseases among children, the kindergarten shall issue a written notice of disruption. The principal may decide to terminate the child's pre-school education.

## **6.3 Reporting Obligation**

The legal representative is obliged to report all infectious and parasitic diseases of the child to the kindergarten in order to prevent their further spread. These include, in particular:

- Chickenpox,
- Scarlet fever,
- Impetigo
- Diarrhoea and vomiting
- The so-called 5th and 6th disease, and hand-foot-mouth syndrome,
- Conjunctivitis,
- Lice (head louse),
- Children's pinworm,

- Scabies.

Based on the information from the legal representative, the school is obliged to inform other parents that an infectious or parasitic disease has occurred in the kindergarten. The notification takes the form of a general written notice (posted on MaxInfo, the kindergarten notice board). In very urgent cases, parents can be notified by telephone, SMS or personal message.

If a child suffers from an allergy, it is necessary to obtain written confirmation from a physician - allergist who treats the child. The report shall specify the period, in which the symptoms of rhinitis and cough (or conjunctivitis) can be determined as of allergic origin.

If the legal representative does not deliver such a report to the kindergarten, the child will be considered ill and will be sent for home treatment.

Allergic rhinitis is considered to be white, transparent rhinitis. Coloured rhinitis shall be regarded as infectious, and the child will be sent for home treatment.

Other chronic diseases that need to be documented by a medical report include epilepsy and bronchial asthma.

#### **6.4 Administration of Medicines and Medicinal Products to Children in the Kindergarten**

Any administration of drugs and medical products is not permitted in the kindergarten unless in justified cases, an Agreement on the administration of drugs is concluded.

According to Section 2 of Act No. 372/2011 Coll., On Health Services and the Conditions for their Provision (hereinafter referred to as the "Health Services Act"), as amended, a pedagogical worker may not administer any medication because they are not licensed health workers.

If a child needs medicine in an urgent situation, as part of first aid, or suffers from a disease that requires ongoing medication (such as epilepsy, diabetes, etc.), the kindergarten can administer the medicine based on a written Agreement on the administration of drugs. The parent (legal guardian) is obliged to ask the kindergarten principal to conclude an Agreement on the administration of drugs in writing (possibly by e-mail) in advance and at the same time, document its need with a report from a physician, including information on possible adverse drug reactions or possible unusual reactions of the child to its administration, and the recommended procedure, if any. When concluding the Agreement on the administration of drugs, the medicine must be handed over to the authorised kindergarten pedagogical worker in its original packaging with the enclosed package leaflet and the indicated dosage. The legal representative shall acknowledge that it may take up to 30 days for the Agreement on the administration of drugs to be drawn up, approved and signed. If the Agreement on the administration of drugs is not concluded, the legal representative is obliged to ensure the administration of medicines to the child. The kindergarten shall provide the necessary co-operation.

The kindergarten shall be obliged, despite the concluded Agreement on the administration of drugs, to call rescue service for life-threatening conditions (according to the evaluation of the kindergarten).

#### **6.5 First Aid and Treatment**

The kindergarten principal shall ensure the creation of conditions for the timely provision of first aid and medical treatment in the event of accidents and sudden illnesses.

All employees are obliged to provide first aid immediately in the event of an accident, call for medical assistance if necessary, and, if necessary, ensure the transport of the injured person to a medical facility. At the same time, they are obliged to immediately inform the kindergarten principal and the child's legal representatives.

In the event of an accident at work, school or another health event (hereinafter referred to as an "accident"), first aid shall be provided by a supervisory teacher in accordance with standard medical principles.

## **7 Education Process**

### **7.1 Admission of a Child to Pre-school Education**

Enrolment in pre-school education for the following school year takes place in the kindergarten in the period from May 2nd to 16th. If the capacity of the kindergarten allows it, a child can be accepted at any time during the school year.

To admit a child to the kindergarten, the parent (legal guardian) shall submit the following documents: (i) Application for pre-school education, (ii) Record sheet (completed and signed by both legal representatives + confirmed by the attending physician), and (iii) concluded a contract for the child's attendance at the kindergarten.

In order to admit a child to the kindergarten, the kindergarten principal may arrange with the parent a trial day. One trial day is free. The next is subject to a fee of CZK 1,000, which the legal representative is required to pay upon request.

In July and August, a child from another kindergarten can also be accepted for at least two weeks.

By handing over the child to pre-school education in the kindergarten, legal representatives express their unconditional consent to the School Rules and the contractual conditions for the provision of pre-school education in the kindergarten, including the valid Price List.

### **7.2 Decision on Admission of a Child to Pre-school Education**

At the request of the legal representative, the kindergarten represented by its principal issues a decision on the admission of a child to pre-school education in administrative proceedings under Act No. 500/2004 Coll., the Administrative Procedure Code, as amended, and Act No. 561/2004 Coll., On Pre-school, Primary, Secondary, Higher Vocational and Other Education (Education Act), as amended.

The kindergarten shall proceed according to the following criteria:

- The kindergarten capacity is sufficient to accept a new child,
- A pre-school child has priority over other children,
- The child's sibling is already attending the kindergarten,
- The social situation of the parent.

### **7.3 Apologizing / Checking out a Child**

It all takes place in MaxInfo mode. Also, parents of pre-schoolers are obliged to justify the absence of their children in the so-called Apology Letter (see further in this SR).

### **7.4 Completion of Pre-school Education According to Section 35 of Act 561/2004 Coll.**

The contractual relationship governing the provision of pre-school education of the child in the kindergarten, shall be concluded between the child's legal representative and the founder of the kindergarten for an indefinite period and can be terminated by written two-months'-notice. The notice period shall start on the first day of the month following the month when the notice has been delivered to the other contracting party via a data box, registered mail or personal delivery (such way must be corroborated by the signature of the founder's executive or the kindergarten principal).

The contractual relationship can also be terminated immediately by the founder due to a severe violation of the conditions of pre-school education in the kindergarten by the child's legal representative. The following acts shall be deemed severe breaches of the conditions of pre-school education in the kindergartens, mainly:

- The legal representative repeatedly fails to pay the fee for the provision of the kindergarten education within the set deadline and disagrees with the kindergarten principal on another deadline. If the legal representative fails to pay the fee even in the alternative term determined based on a written reminder shall also be considered repeated non-payment of the fee for the provision of the kindergarten education.
- The child does not continuously participate in the kindergarten education without an excuse of the legal representative for more than two weeks.
- The legal representative repeatedly disrupts the operation of the kindergarten.
- A physician or school counselling facility shall recommend the attendance termination in writing.

## **8 Compulsory Pre-school Education**

### **8.1 Course of the Kindergarten Operation**

The legal representative is obliged to register the child for enrolment in pre-school education in the calendar year when the obligation of pre-school education of the child begins.

If the legal representative does not register the child for compulsory pre-school education, they will commit a misdemeanour pursuant to Section 182a of the Education Act.

Compulsory pre-school education takes the form of regular daily attendance on working days, starting from 8.00 to 12.00 am. Legal representatives are obliged to ensure that a child who completes compulsory pre-school education attends a kindergarten appropriately.

The kindergarten principal is entitled to request proof of the reasons for the child's absence. The legal representative is obliged to corroborate the reasons for the

child's absence no later than two days from the date of absence. Notification of absence can be made:

- By phone,
- In person,
- In writing, or
- Electronically.

In all cases, the legal representative is obliged to provide a completed form intended for an apology for absences (the so-called Apology Letter). The Apology Letter form is available at the kindergarten.

The class teacher monitors the school attendance in his/her class. In the case of unexcused absence or increased excused absence, the class teacher shall inform the kindergarten principal who evaluates the information provided. The school principal addresses the child's unexcused absence by an interview with the legal representative (who is invited in writing). If the absences continue, the school principal shall notify about such an occurrence the authorities of the social and legal protection of children.

## **8.2 Individual Education of a Child**

The child's legal representative fulfilling the obligation of pre-school education through individual education of the child is obliged to notify this fact to the principal of the appropriate (catchment) kindergarten. The notification must be made no later than three months before the beginning of the school year when the obligation of pre-school education of the child begins.

Notification of the legal representative of the child's individual education must contain:

- Name, or names, and surname, personal identification number and place of permanent residence of the child, in the case of a foreigner, place of residence of the child;
- Indication of the period when the child is to be individually educated;
- Reasons for individual education of the child.

The child's legal guardian is obliged to ensure the child's participation in the verification.

Verification date: the first Monday in November of the year in question.

Alternative verification date: the first Monday in December of the relevant year, or by appointment.

The date and exact course of the verification procedure shall be determined by the kindergarten principal and notified in person to the child's legal representative at least one month prior to the verification.

If the child's legal representative has not ensured the child's participation in the verification procedure, even on the alternative date, the kindergarten principal shall terminate the child's individual education. Expenses related to the child's individual education shall be covered by the child's legal representative, except for special



compensatory aids and costs for the activities of the kindergarten where the child was admitted to pre-school education.

### **8.3 Postponement of the Compulsory School Attendance**

After receiving the decision to postpone the compulsory school attendance from primary school, the parents hand over its copy to the kindergarten principal together with a confirmation from a physician and a report from the pedagogical-psychological counselling centre.

## **9 Access to the Education and School Services for Foreigners**

Citizens of an EU Member State and their family members shall also have access to education and school services under the same conditions as citizens of the Czech Republic.

Foreigners from third countries (non-EU citizens) shall have access to pre-school education and school services under the same conditions as Czech citizens (EU citizens) if they have the right to stay in the Czech Republic for more than 90 days, if they are asylum seekers, persons enjoying subsidiary protection, applicants for international protection or beneficiaries of temporary protection. Compulsory pre-school education shall apply to citizens of another EU Member State who have been staying in the Czech Republic for more than 90 days, as well as to other foreigners who are entitled to stay in the Czech Republic permanently or temporarily for more than 90 days, and to participants in international protection proceedings.

## **10 Support Measures (included Gifted Children)**

### **10.1 Gifted Children**

In its School Educational Programme, the kindergarten shall create conditions so that the potential of each child concerning his/her unique possibilities can be used as much as possible. This also applies in full to the education of gifted children. For this purpose, among other things, the Malý Šikula (clever young guy) activity is available to children. The implementation of such an action is provided by experts from the Children's Mensa of the Czech Republic / Centre of Talents, z.s.

The kindergarten is obliged to ensure the implementation of all specified support measures for the support of talents and abilities according to the individual educational needs of children in the scope of the first to the fourth degree of support.

### **10.2 First-Degree Support Measures**

The kindergarten principal shall decide on the provision of first-degree support measures without the recommendation of any school counselling facility and the informed consent of the legal representative. This does not affect the right of the legal representative to information about the course and results of the child's education (Section 21 of the Education Act).

The kindergarten teacher shall prepare a plan of pedagogical support regulating the organisation and evaluation of the child's education, including the adjustment of methods and forms of work, and will discuss it with the kindergarten principal.

If the first-degree support measures are not sufficient (after evaluating the pedagogical support plan), the kindergarten principal can recommend the use of the

counselling assistance of the school counselling facility in order to assess the special educational needs of the child.

### **10.3 Second- to Fifth-Degree Support Measures**

The application of the support measure of the 2nd to 5th degree is subject to the recommendation of the school counselling facility and the informed consent of the child's legal representative. The counselling assistance of the school counselling facility shall be provided based on the legal representative's own discretion, the recommendation of the kindergarten principal or the locally competent body for the social and legal protection of children (the so-called OSPOD).

The kindergarten principal shall appoint a responsible person for co-operation with the school counselling facility in connection with the recommendation of support measures intended for a child with special educational needs. The kindergarten shall start providing support measures of the 2nd to 5th grade immediately after receiving the recommendation of the school counselling facility and obtaining the informed consent of the legal representative, continuously evaluates the provision of support measures, but at least once a year, more often in case of related circumstances. The kindergarten principal shall terminate the provision of support measures of the 2nd to 5th grade if it is clear from the recommendation of the school counselling facility that these support measures are no longer needed.

## **11 Operation and Internal Regime of the Kindergarten**

### **11.1 Organisation**

The school year begins on September 1st of the respective year and ends on August 31st of the following year. The kindergarten is established as a school with year-round operation with a specified period of stay for children covering the period from 8.00 am to 5.30 pm every working day, unless the kindergarten plan for the relevant school year provides otherwise. Earlier arrival or later departure to/from the kindergarten is possible by prior agreement with its principal. The child's stay in the kindergarten beyond the set operating hours shall be charged with the amount of CZK 100 for each commenced half-hour, which the legal representative is obliged to pay.

Upon arrival, the parents (legal guardians) shall personally hand over the child to the teacher (pedagogical worker) in the classroom. Legal representatives can bring the children until 8.50 am. Later arrival shall be arranged in advance with the teacher so that the educational process of the class is not disrupted. In the afternoon, children can be picked up from 1 pm and afterwards, according to the needs of legal representatives.

Legal representatives are obliged to comply with the established operational organisation, including compliance with the operating hours of the kindergarten.

During the school year and after approval of the founder, the kindergarten principal is entitled to declare up to ten (10) days of principal leave surpassing the Kindergarten Plan, without the right of legal representatives to compensation for the provision of pre-school education in the kindergarten. The principal's leave shall be announced by publishing the relevant information at the usual places designated for communication between the kindergarten and the children's legal representatives (on the notice board, MaxInfo) at least five (5) working days in advance.

The kindergarten operation can be further limited or interrupted for severe reasons such as organisational or technical reasons for which the proper operation of the kindergarten cannot be ensured, and after consultation with the founder. No compensation shall be provided. The kindergarten principal shall announce the extent of the restriction or interruption of the kindergarten's operation in comparison with the Kindergarten Plan to the children's legal representatives by publishing the relevant information at the usual places designated for communication between the kindergarten and the children's legal representatives (on the notice board, MaxInfo), immediately after deciding on the restriction or interruption of operation (if possible, at least one month in advance).

## **11.2** Schedule of the Day

Pre-school education of children according to the established framework programme shall follow in the following basic daily regime:

Until 8.50 am: time designated for the arrival of children in the kindergarten (free activities of children, controlled activities focused primarily on games and hobbies).

8.50 to 9.30 am: physical activities, sensory games, education (in case of good weather, children are outside).

9.30 to 10.00 am: snack (in case of good weather, the children are outside).

10.00 to 11.30 am: physical activities, acquaintance with nature, natural phenomena and the surrounding world (in case of good weather, the children are outside).

11.30 am to 12.15 pm: lunch and personal hygiene of children.

12.15 to 2.15 pm: sleep and rest of children (pre-school children: hobby groups).

2.15 to 2.45 pm: snack.

2:45 to 5:30 pm: free activities of children, managed by pedagogical employees focusing mainly on games, hobbies and physical activities of children; in case of nice weather, the activities can take place in the garden of the kindergarten; time for taking over children by their legal representatives.

## **11.3** Taking over / Handing over of the Children

At the time designated for the arrival of children in the kindergarten (usually by 8.50 am), legal representatives shall personally hand over their children to the pedagogical worker.

Legal representatives shall personally take over their children after the end of their education from the pedagogical employees of the kindergarten at the time determined by the kindergarten, or at an individually agreed time.

The child's legal representatives may authorise another person in writing to take and hand over the child during the kindergarten education, in the form of written authorisation or by changing the child's profile in the relevant MaxInfo section (Child / Child's detail / Add person). The pedagogical worker is entitled to decide not to hand over a child to a legal representative or another authorised person if he or she has reasonable doubts about ensuring safe supervision of the child after the child has been handed over.

In case the child is not picked up by his/her legal representative during the kindergarten's operating hours, the pedagogical worker shall contact the legal representative and other authorised persons by telephone, inform the school principal and the founder, and subsequently the relevant public administration bodies. Specific procedure in case the legal representative/authorised person does not pick up the child during the operating hours of the kindergarten at the pre-agreed time shall be as follows:

- The teacher shall stay with the child in the kindergarten (in the building or on the garden of the kindergarten). The teacher has full responsibility for the child until the child is handed over to an authorised person.
- The kindergarten teacher shall try to contact the authorised persons by phone.
- The kindergarten teacher shall inform the principal by telephone (774 11 77 11) and follow her instructions.
- If the principal is unavailable, the kindergarten teacher shall inform the founder by phone, resp. founder's managing executive (776 22 44 55).
- If the principal and the founder's executive are unavailable, the kindergarten teacher shall contact the Police of the Czech Republic (emergency line 158). The Police of the Czech Republic has contacts to the emergency numbers of the OSPOD and will request the provision of urgent child care in the sense of Act No. 359/1999 Coll., On the Social and Legal Protection of Children, as amended.

The legal representative of the child is obliged to reimburse the costs of providing child care in these extraordinary situations to the kindergarten / its founder.

#### **11.4 School Meals**

School meals are provided by a certified professional company (BIONEA). This company offers fine-quality, varied food in suitable quantities and at an appropriate temperature. Generally, there is plenty of vegetables, fruits, dairy products, and cereals. The menu is available to legal representatives in the school locker room, and it is distributed among legal representatives by e-mail (as part of the so-called MaxNews). Of course, we provide children with a good drinking regime throughout the day, with unsweetened baby tea, milk, and freshwater. Meals, including the child's drinking regime, at the time of the child's agreed education, are included in the payment for this education.

The legal representatives are obliged to notify the kindergarten of the children's food allergies or their dietary preferences. The kindergarten will agree, if possible, with the legal representative on a possible adjustment of the menu or other appropriate solution.

Involvement of children: Older children bring their food to the tables themselves, clean the table after finishing the eating, and eat with cutlery; younger children are led to these tasks by kindergarten employees appropriate to their age.

## 12 Price and Payment Terms

### 12.1 Price

The legal representative is obliged to pay a fee for the provision of pre-school education in the kindergarten. The amount is specified in the valid Price list of the kindergarten according to the selected range of attendance and taking into account allowances according to the child's age (hereinafter referred to as the "Contribution").

When concluding the contract, the legal representative chooses the extent of the child's attendance at the kindergarten, including the determination of specific days of attendance. Attendance once a week is not possible; attendance twice a week only in the morning, for children under three years of age; attendance of children aged less than 18 months is possible between 8.30 am and 3.30 pm. Exceptions can be confirmed exclusively by the kindergarten principal (in writing/by e-mail). The legal representative is entitled to request a change in the agreed scope of attendance at least one full calendar month in advance, always on the 25th day of the given month (i. e., for example, by September 25th for the attendance in November) by using an e-mail sent to the address: [office@maxikovaskolka.cz](mailto:office@maxikovaskolka.cz).

If the child's presence in the kindergarten exceeds the agreed scope of his/her attendance, the child's legal representative is obliged to pay a surcharge amounting to CZK 100 for each started 30 minutes (i. e. attendance before 8.00 am, or after 1.00 / 3.30 / 5.30 pm). The arrival of the child shall be recorded upon entering the kindergarten premises. The departure of the child shall be registered with the departure of the child from the kindergarten premises. Arrival/departure of a child to and from the kindergarten recorded in such a way shall be deemed a legitimate basis for the settlement of the Contribution and surcharges according to the Price List and the School Rules. The legal representative is obliged to ensure that the child's arrivals and departures are recorded in accordance with the facts and is obliged to inform the kindergarten teacher no later than the next working day of any inconsistencies or omissions in the records, i.e. the kindergarten documents.

Price list, resp. the Contribution and other payments stipulated therein shall always be valid for one school year. The price list for the next school year shall be set by the founder of the kindergarten no later than September 1st of the relevant school year (usually in June) and published on the premises of the kindergarten and in MaxInfo. The kindergarten is entitled to adjust the provided services and to alternate them appropriately over time, especially concerning the season or age structure of children, the offer of external suppliers (e. g. kindergarten in nature, summer/winter activities, etc.).

### 12.2 Payment Terms

The Contribution shall be payable by the 20th day of the month preceding the month for which the Contribution is due (i. e., for example, by September 20th for the education that will be provided in October). The legal representative shall fulfil his/her payment obligation on time if the Contribution is paid in full, including any "overtimes", surcharges, etc., and credited to the account of the founder no later than the due date, regardless of whether this day is a working day or weekend, or a public holiday. The legal representative is obliged to comply with the payment deadlines, even in the event of the child's absence from the kindergarten.

In case of any delays of the legal representative with the payment of the Contribution or surcharge under these School Rules (hereinafter referred to as the "Amount Due"), which shall be longer than ten (10) days, the legal representative is obliged to pay a one-time surcharge in the amount of 5% of the Amount due and replace the kindergarten and its founder any damage incurred as a result of the legal representative's delay in fulfilling his/her payment obligation.

The kindergarten principal shall send a reminder to the legal representative who has not duly and timely paid the Contribution or other payment according to the School Rules (it is sufficient to send such notice by e-mail to the address provided by the legal representative) with an alternative due date. Should the legal representative fail to pay the Amount Due within the alternative due date set in this way, the kindergarten principal is entitled to terminate the child's attendance at the kindergarten with immediate effect.

### **12.3 Reservation Fee**

The reservation fee (hereinafter referred to as the "Security") amounting to CZK 10,000, which is payable within five (5) days from the date of the child's enrolment in pre-school education in the kindergarten. If the child's earlier entry into the kindergarten has been agreed, then the Security shall be payable no later than the child's entry into the kindergarten.

The paid Security is non-refundable. However, if the child duly starts the pre-school education in kindergarten after paying it, then the founder shall use the paid amount as security that the legal representative will pay the Contribution and fulfil other obligations related to the child's attendance at the kindergarten, provided that the kindergarten will return the Security to the legal representative with a due date of ten (10) days from the end of the contractual relationship. The kindergarten management can set off what the legal representative owes against the Security.

### **12.4 Absence Compensation<sup>1</sup>**

The legal representative is entitled to claim compensation from the founder of the kindergarten in the form of a future discount on the Contribution (credit) under the following conditions:

- Absence of the child lasting at least 14 consecutive calendar days in the form of credit amounting to 25% of the monthly Contribution,
- Absence of the child lasting at least 30 consecutive calendar days in the form of credit amounting to 50% of the monthly Contribution,

provided that the reason for absence was hospitalisation of the child or medical/spa stay of the child or the child's illness, all corroborated by a written medical certificate. This report shall be delivered to the kindergarten at the latest after such an absence. Furthermore, such an absence had to be reported in advance in the MaxInfo system (by 6.00 pm on the day preceding the absence). The legal representative duly had to pay the Contribution for the child's absence and has no other debt to the founder.

Exceptions and reservations:

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<sup>1</sup> Not applicable from the date of termination of the contract. Applicable only in the Praha 13 – Stodůlky branch.

- The credit can be applied in MaxInfo for further billing, no later than to the end of the school year when the absence occurred; otherwise, the credit expires;
- The credit expires upon termination of the contractual relationship;
- The credit cannot be paid in cash;
- Christmas holidays do not count;
- The right to a credit amounting to 50% can arise only once during the school year;
- Further exceptions are listed in the footnote below on this page.

The founder shall not provide other compensations. Day-to-day compensation is not available.

### **12.5 Maintenance Fee**

In the case of a long-term and planned child's absence in kindergarten, the legal representative shall not be charged the Contribution provided that such absence exceeds one full calendar month and is reported at least two full calendar months in advance, but always by the 25th day of the month by sending an e-mail to the address: office@maxikovaskolka.cz (i. e. the legal representative must report the interruption of attendance until April 25th for the period starting from July 1st to July 31st). The maintenance fee can be applied only once during the school year and exclusively for July or August. The maintenance fee shall be CZK 5,000 per calendar month.

## **13 Treatment of the Kindergarten Property**

The kindergarten employees are obliged to protect the kindergarten property from damage, destruction or misuse, to use the kindergarten's material equipment carefully, not to waste material; they shall sort waste and maintain order in all kindergarten premises.

The teachers and other kindergarten employees shall lead children to protect kindergarten property. Children shall be guided to the careful handling of materials and things within the development of their competencies. Each class has agreed on rules of conduct, which are also introduced to legal representatives.

If a child damages the school's property as a result of non-compliance with the rules, the child is led to a repair that particular situation. If children do not manage the problem on their own or with the help of kindergarten employees, the child's legal representatives shall provide a solution and remedy based on a request from the kindergarten pedagogical workers.

In justified cases of damage to property (especially as a result of repeated violation of the agreed rules by the child or intentional damage, or destruction of facilities or equipment of the kindergarten), the damage shall be discussed with the parents (the child's legal guardian) who are obliged to ensure repair or otherwise compensate for the damage caused.

Parents store their children's personal belongings only in places designated for that purpose.

Legal representatives and authorised persons are obliged to treat the property and equipment of the kindergarten with care and to lead their children to do the same, to exercise appropriate supervision over it at the time of arrival to and departure from the kindergarten. In the event of a breach of these obligations, the legal representative shall be liable for the damage incurred. If a legal representative ascertains damage or theft of school property, he/she will immediately report it to a kindergarten teacher.

## 14 Personal Data

Parents are informed, acknowledge and agree that the company Mateřská škola Maxík - language school and nursery/jazyková škola a jesle, s.r.o. is the controller of personal data in the sense of personal data protection legislation (hereinafter also referred to as the "Controller"). Legal representatives acknowledge that personal data of a minor child, parents or persons authorised shall be processed in accordance with personal data protection legislation to fulfil the obligations arising from the concluded contract, as well as fulfil obligations arising from provided state or European subsidies or legal regulations for the time strictly necessary either by the Controller or by the following processors:

- Worklife Agency s.r.o., Company Identification Number 030 59 472, with its registered office at Moulíkova 2357/2, Smíchov, 150 00 Prague 5, a company registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 227124;
- New Logic Studio s.r.o., Company Identification Number 24202207, with its registered office at Táboritská 880/14, 13000 Prague, a company registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 188194;
- moje it s.r.o., Company Identification Number 28228189, with its registered office at Vršovická 1525/1D, Prague 101 00, a company registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 1,33832
- Daňová a účetní kancelář, s.r.o., Company Identification Number 25077210 with its registered office at Olšanská 55/5, 130 00 Prague, a company registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 47675.

The legal representative agrees that the company Mateřská škola Maxík - jazyková škola a jesle, s.r.o., makes audio and video recordings of minor children to present the kindergarten to the public, or to present the activities operated by the kindergarten.

The kindergarten has a camera system (in the main entrance and garden) to ensure higher child safety and protection of the property. Recordings are recorded and archived for seven days; then they are deleted.

Parents shall acknowledge that the kindergarten applies an attendance chip system and agree that the company Mateřská škola Maxík – Jazyková škola a jesle, s.r.o. can process personal data of the minor child to the extent necessary for the registration of attendance.



Furthermore, parents acknowledge that they have been informed that they have the right to:

- To revoke this consent at any time by sending a letter or e-mail message to the contact addresses of Mateřská škola Maxík – Jazyková škola a jesle, s.r.o.;
- To demand from the company Mateřská škola Maxík – Jazyková škola a jesle, s.r.o. information regarding the type of personal data the company or authorised processor processes (hereinafter referred to as “**Personal Data Processed**”);
- To request the deletion of the Processed Personal Data;
- To transfer the Personal Data Processed;
- To file a complaint with the Office for Personal Data Protection;
- To request from the company Mateřská škola Maxík – jazyková škola a jesle, s.r.o., access to the Processed Personal Data, request their correction, deletion or restriction of processing and the right to object to such processing.

## 15 Note / Explanation / Addition

**MaxInfo** is a unique electronic attendance, compensation and invoicing system of the kindergarten. Each client shall receive login details (by e-mail) upon concluding the contract. Clients can find all relevant information about the child, contractual conditions, School Rules, price list, absences, payment regulations, payment history, authorised persons to pick up the child, variable symbol, account number, as well as photos from kindergarten or kindergarten events, videos, semester report of the child, etc. in MaxInfo. Furthermore, there are all essential documents such as contracts, registration forms, Apology Letter, application for pre-school education, kindergarten plan, list of activities, power of attorney, confirmation of tax rebate (so-called kindergarten tuition), etc. The MaxInfo allows a parent to apologise the child from attendance, until 6 pm of the day before, by simply clicking on a relevant day. MaxInfo is a system compatible with computers, tablets or smartphones.

**MaxInfo termination:** In MaxInfo, copy the payment reference number, click on your name in the upper right bar, enter the date of termination of the contractual relationship (on the last day of the second full calendar month at the earliest), enter the payment reference number, and confirm OK. A confirmation e-mail shall arrive soon. Note that excuses such as “Internet did not work, I can’t use the system”, etc. shall not be taken into account. The only acceptable way is a written notice delivered by a data box, by post, in person to the kindergarten principal or the executive. Any “termination notices” (often antedated) that have not been appropriately served will not be taken into account. Lockers are also not intended for the delivery of any documents, the cleaning lady and other kindergarten employees are not entitled to receive documents on behalf of the founder, except for the kindergarten principal and the founder’s executive. Also, the contractual relationship cannot be terminated based on oral communication.

**A fixed-term contract** may be concluded at the express request of the legal representative and must be agreed in writing.

Occasionally, **Maxik** visits the kindergarten premises. Maxik is a male Yorkshire Terrier that is as old as our kindergarten. The founder's executive accompanies him for his visits to the kindergarten. They do not participate in kindergarten activities (except for kindergarten in nature).

## **16 Compliance with the School Rules**

The School Rules are binding for all kindergarten employees, as well as for all children who attend the kindergarten and their legal representatives.

These School Rules shall apply until further notice. Any changes to the School Rules can be proposed on an ongoing basis. All kindergarten employees and children's legal representatives must be demonstrably acquainted with the new School Rules. The kindergarten principal shall post their content in an accessible place in the kindergarten well in advance of the new School Rules effect (usually one month). Furthermore, the kindergarten principal shall demonstrably acquaint the kindergarten employees, and inform the children's legal representatives about their issuance and content through MaxInfo.

Legal representatives are obliged to continuously observe the news from the kindergarten that is published on the information board in the kindergarten, as well as the posts in the MaxInfo system.

## **17 Conclusion**

Ref. No.: 092020-JF/001/PT/cze-A10

Approved by: the kindergarten principal

Discussed at the meeting on August 26th, 2020

The School Rules shall take effect on September 1st, 2020.