

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

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

In accordance with Section 30(1) of Act No. 561/2004 Coll., on pre-school, primary, secondary, higher technical and other education, as amended (hereinafter referred to as the “**Education Act**”), the Head Teacher of the nursery school (hereinafter referred to as the “**Nursery**”) issues these

## NURSERY RULES

*“Our main aim is to stimulate children to learn new things and develop self-sufficiency, self-actualization, self-confidence, mutual respect, and love. In education we use an approach based on the needs of individual children, where the teacher/tutor observing a child (or a group of children) offers an appropriate activity in order to encourage the active learning of children and their development, thus to strengthen their potential in a field where the child should develop their intellect and activities.*

*The basic feature of this approach is, in particular, the effort to develop a human being in their entirety, to create a relationship to the world through the power of thinking, feeling, and will. We place great emphasis on the cultivation of humanity, tolerance, and respect to others. Our language nursery school provides significant assistance in the pastoral and education processes by offering an environment in which the development of personality traits begins and in which it can be effectively and beneficially influenced.”*

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Pavel Tuleškov

Executive Officer

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## 1 Introduction

These Nursery Rules (hereinafter referred to as the “NR”) regulate the pre-school education in the Nursery, set forth the conditions under which the education takes place, specify the rights and obligations of natural persons and legal entities in such education, and the powers of national government and local government authorities in the education system. Provision of pre-school education is a public service.

## 2 Legal regulations

The NR are drawn up in accordance with the Education Act and the Implementing Regulation No. 43/2005 Coll., on pre-school education. It also refers to other legislation, e.g. the Convention on the Rights of the Child<sup>1</sup>, Administrative Procedure Code No. 500/2004 Coll., Regulation No. 107/2005 Coll., on school meals, Act No. 258/2000 Coll., as amended by Act No. 264/2006, on public health protection, Act No. 106/1999 Coll., as amended by Act No. 61/2006 Coll., on free access to information, Regulation No. 27/2016 Coll., on education of pupils with special educational needs, Act No. 101/2000 Coll., as amended by Act No. 585/2006 Coll., on state social support, as well as OHS regulations, etc.

## 3 Basic information about the Nursery

### 3.1 Founder of the Nursery

Mateřská škola Maxík – jazyková škola a jesle, s.r.o., ID No.: 041 94 896, VAT No.: CZ 041 94 896, organization identifier (*RED-IZO*): 691 011 079, registered office: U Jezera 2031/34, Prague 13, Stodůlky, 155 00, data box: e2c5yhq. The company is represented by Mr. Pavel Tuleškov, Executive Officer, E-mail: [reditel@maxikovaskolka.cz](mailto:reditel@maxikovaskolka.cz), Tel.: 776 22 44 55.

### 3.2 Head Teacher of the Nursery

Bc. Jana Fišerová, E: [stodulky@maxikovaskolka.cz](mailto:stodulky@maxikovaskolka.cz), Tel.: 774 11 77 11.

### 3.3 Nursery branches

Prague 13 – Stodůlky: U Jezera 2034/34 (capacity for 59 children), [stodulky@maxikovaskolka.cz](mailto:stodulky@maxikovaskolka.cz), 774 11 77 11 or 775 22 44 87.

In accordance with Section 34(11) of the Education Act, in July and August the Nursery may accept children from another nursery for a period no longer than such period for which the other nursery is temporarily closed. When admitting children as referred to in the first sentence, the maximum permitted number of children stated in the register of schools and educational establishments under Section 144(1)(e) of the Education Act shall not apply.

### 3.4 Organizations cooperating with and superior to the Nursery

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<sup>1</sup> Regarding socially disadvantaged children, the Nursery follows the MEYS document, ref. 27607/2009–60, Methodical Recommendation for Securing Equal Opportunities in the Education of Socially Disadvantaged Children.

Nationally: Ministry of Education, Youth and Sports of the Czech Republic, Czech School Inspectorate, National Institute for Further Education.

Locally: Municipal Authority of Prague – the Capital City, Founder, statutory representatives, prospective clients, trading partners, non-profit organizations, authority for the social and legal protection of children, Czech Institute for Educational-Psychological Guidance, and a local action group.

#### **4 Creating a healthy climate among our Nursery's teachers**

Our Nursery regards the present moment as a time that places extraordinary burdens on people. With this in mind, our Nursery has resolved to maintain its common sense, a broad perspective, kindness, and understanding. Our Nursery remains positive despite the problems and stresses borne across the entirety of society. This positivity is maintained in both the internal and external relationships of the Nursery.

The professional life of our teachers is connected with young children. Children constitute a fragile and vulnerable group for whom teachers assume responsibility, a group that creates emotional attachments to their teachers, accepts them as an authority, adopts their values, and wants to establish with them relationships the nature of which often influences every child for many years to come.

We believe that Nursery staff are entrusted with the care of one of the greatest potentials we have as a society. We wish to jointly create a more educated and more decent future for our nation. "*Since education...*", as Nelson Mandela once said, "*...is the most powerful force which you can use to change the world*". Considering the time in which we lived not so long ago, we believe that this conviction is truer than ever.

#### **5 Exercising the rights and fulfilling the obligations of children and their statutory representatives in the Nursery**

##### **5.1 Basic objectives of the Nursery in preschool education**

The Nursery works with four target categories: (i) framework competences, (ii) key competences, (iii) sub-objectives and (iv) sub-outcomes. These target categories are closely interconnected and mutually corresponding. For details, see the Framework Education Programme for Preschool Education (available from the Head Teacher of the Nursery).

In providing preschool education, the Nursery:

- ensures children of preschool age receive universal care; such care builds upon family care, it reflects the capabilities of children, the needs associated with their age, the degree of talent, and the impacts of their health,
- supports the natural development of the child's personality and participates in their healthy emotional, intellectual and physical development,
- supports the child in their acquisition of the basic rules of conduct,
- supports the child in their acquisition of basic life values and interpersonal relationships in mutual cooperation with the family (statutory representatives of the child),

- creates the basic prerequisites for children's continued education,
- helps reduce disparities in children's development before they start primary education,
- provides special educational care to children with special educational needs,
- creates conditions for the development of gifted children.

The contents of education are described in the Nursery Education Programme (hereinafter referred to as the "NEP") that is posted in an accessible place in the Nursery (MaxInfo<sup>2</sup> + noticeboard in the Nursery). The NEP is based on the Framework Education Programme for Preschool Education of the MEYS of the Czech Republic.

The NEP specifies the objectives, focuses, forms and contents of education with regard to the particular conditions in the Nursery.

When fulfilling the basic objectives of education and the NEP, the Nursery acts in accordance with the rules stated in Section 2(1) of the Education Act and follows the legal regulations in force, in particular the Education Act and Regulation No. 14/2005 Coll., on preschool education, as amended.

## 5.2 Tasks of preschool education

The task of institutional preschool education is to supplement and support the family upbringing and, in close connection with it, help give the child an environment with sufficiently wide-ranging and appropriate stimuli for their active development and learning. Preschool education meaningfully enriches the daily programme of the child in the course of their preschool years, and provides professional care to the child. It aims to ensure that the first educational steps of the child are made on a thought-out, professionally supported, and humanly and socially valuable foundation, and that their time spent in the Nursery is a joy, a pleasant experience, and a source of good and reliable foundations for their life and education.

Preschool education should facilitate the future life and educational paths of the child. Therefore, its task is to develop the child's personality, support their physical development and health, their personal contentment and wellbeing, to help them understand the surrounding world, motivate them to continue discovering and learning,

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<sup>2</sup> MaxInfo: a unique and secured attendance, invoicing and compensation system that is also partially used by the child's parents or persons authorized by them. In MaxInfo parents can find all necessary information about themselves, their children and persons authorized to collect their children or receive information about them, including information about the child's attendance, i.e. when the child was or was not in the Nursery. If the child was in the Nursery, the parent can see the exact time when the child arrived and departed. Parents have an overview of the child's attendance from the first day of attendance through to the end of the contractual relationship. It is a transparent system secured with unique login details that are known solely to the statutory representative entering into a contractual relationship with our Nursery. Using MaxInfo is subject to a contractual relationship. When signing the Contract, parents are always thoroughly acquainted with the system's functions. Other functions available for parents are: the option to temporarily withdraw the child from the Nursery and to announce their return after an absence, photographic gallery, video gallery, and a complete set of Nursery documents (Contract, Nursery Rules, Price List, Activities, Nursery Year Plan, Registration Form, Absence Excuse Form, Application for Preschool Education, Information about Preschool Preparation, Confirmation of the Amount of Expenses for a Child's Nursery Placement – for the purposes of a tax relief (*in Czech "školovně"*), Authorization to Collect the Child). In MaxInfo, parents can also find current and past payment orders, and information about the dates of previous payments. Parents may also use the help for users. MaxInfo is available in Czech and English.



as well as to teach the child to live in the company of others and explain to them the standards and values recognized in such company. An important task of preschool education is to create good prerequisites for children's continued education by providing, under all circumstances, maximum support for the individual development capacities of children, making it possible for each child to reach, at the time when they leave the Nursery, their optimal level of personal development and learning, i.e. to achieve such a level that is individually attainable for the child.

Based on long-term and daily contact with the child and their parents, preschool education also fulfils a diagnostic task, especially with regard to children with special educational needs and gifted children. Preschool education provides all children with optimum conditions for their development. Due to knowledge of the current development level and other development prospects of each child, preschool education provides the children who need it with timely special teaching care, thus improving their life and educational chances.

### **5.3 Basic rights of children admitted for preschool education**

Children have a right to a high-quality preschool education in the scope provided by the Nursery and appropriate to their abilities, and to have development of their personalities supported.

Children have a right to safety and the protection of their physical and mental health during their participation in the education provided by the Nursery.

Children have a right to participate in all activities of the Nursery at the time of their attendance to which they were admitted, as long as their health allows.

When starting the Nursery, children have a right to an individual adaptation regime (the statutory representatives of the child shall agree with the Head Teacher of the Nursery and other teachers of the Nursery on the most appropriate regime). Personal participation of the statutory representative during the adaptation process is not recommended.

The adaptation process takes place standardly during morning hours. As a general rule, more frequent attendance of the child for a shorter time is more appropriate for a quick and effective adaptation process. Given that the length and course of adaptation is very individual, adaptation may take one week or even as much as two months. Parents agree with the Nursery's recommendation regarding a suitable adaptation procedure and will comply with it.

During their participation in education at the Nursery, children also have the rights that are guaranteed by the Charter of Fundamental Rights and Freedoms and the Convention on the Rights of the Child, as well as by other applicable legislation, e.g. the following rights:

- the right to be respected as an individual with development potential who wants to establish their own identity (the right to grow up into a physically and mentally healthy adult person, the right to be guided to respect other people regardless of their race, religion, etc., the right to develop all their skills and talents, the right to play, the right to privacy ...);
- the right to be respected as an individual in society (decent treatment even if they are not right about something; the right to friendship, the right to have their language, skin colour, race or social group respected);

- the right to an emotionally positive environment and expression of love (the right to have someone who would stand up for them, the right to be with people who love them, the right to receive attention and guidance by adults, the right to receive and express love ...);
- the right to be respected as an individual who creates their own life (the right to influence decisions on what will happen to them, the right to behaviour appropriate to their age, the right to be prepared for freedom, and to act and live in their own way ...);
- the right to individually satisfy their own needs, to use spontaneously the entire classroom environment, to participate in activities offered by a teacher or other children, to participate in planning the programme and decision-making in common matters, the right to health protection and safety, the right to sensitive and empathetic behaviour from all adults, both in and outside the Nursery, and the right to the protection by the Nursery and the state in the event of suspected neglect or abuse.

#### 5.4 Rights of Statutory Representatives

The statutory representatives of children (hereinafter referred to as the “**Parent**” or “**Parents**” or “**Statutory Representative**” or “**Statutory Representatives**”) have the following rights, in particular the right:

- to be informed about the course and results of the education of their children. Parents are kept informed by the teachers of the Nursery as required when collecting the child, as well as at meetings organized by the Nursery for Parents, or in the form of individual meetings at any time subject to prior agreement;
- to talk with the teachers of the Nursery at a time agreed in advance, after they have finished working with the children; urgent and brief information can also be provided when Parents are collecting their children;
- to obtain advisory guidance from the Nursery in matters relating to the education of their children;
- to be immediately informed about nausea, illness, or injury of their children;
- to comment on the programme of the Nursery and classes, and to participate in it through their ideas, suggestions and comments;
- to express their opinions, proposals or suggestions with regard to the activities of the Nursery.<sup>3</sup>

#### 5.5 Obligations of Statutory Representatives

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<sup>3</sup> In this respect the Nursery prefers personal contact to written form (complaint/suggestion). The Nursery is here for children, in particular, so let us not deal with trivialities. Anyway, complaints are handled in accordance with the internal guidelines of the Nursery and with Act No. 500/2004 Coll., the Administrative Procedure Rules, as amended.

Statutory Representatives of children have the following obligations, in particular the obligation:

- to comply with these NR and other internal regulations of the Nursery, as well as the legislation applying to the activities of the Nursery and to preschool education;
- to observe the established organization of the operation of the Nursery (in particular to respect the opening hours, to bring their children to the Nursery in time, and not to disturb activities);
- to provide the Nursery with true and full information and details necessary for proper keeping of the nursery register, as well as all other facts relevant for the proper provision and course of the child's education or safety, and to keep such details and information up-to-date (in particular, medical restrictions<sup>4</sup>, residence, contact details of the Statutory Representative, health insurance company, court-ordered childcare arrangements, information necessary for the fulfilment of the Nursery's duties under subsidy schemes, etc.);
- to inform the Nursery in writing without undue delay about any change in the child's health, their current health problems, contact with an infectious disease, or other facts that may have an effect on the course of the child's education, on the health of other children or Nursery staff, or on the activities of the Nursery;
- to secure the proper attendance of the child at the Nursery;
- to bring the child to the Nursery healthy<sup>5</sup> and with clothes that are appropriate to the weather, programme, and other foreseeable circumstances;
- to equip their child with spare clothes, in particular: (i) in general: sweatpants, T-shirt, pyjamas, underwear, socks, shoes with a quality outsole and arch (not scuff slippers) to change into, toothbrush and cup, wellington boots, raincoat, water bottle, (ii) in winter: gloves, scarf, cap, winter overalls, warm jacket, sweatshirt, tights and a long-sleeved T-shirt, and (ii) in summer: baseball cap, hat, headscarf, sunglasses, and sunscreen (when coming to the Nursery, children must already have sunscreen applied by their Parents);
- to exchange the items stated above for clean ones and for ones corresponding to the child's needs (season of the year, trips, etc.) whenever needed. Parents are obliged to keep the changing-room box in order, i.e. not to overstuff it with unnecessary clothes, and not to put there pharmaceuticals, food, flammable or toxic substances, sharp items, electronic devices, etc. Parents shall mark the clothes with a name tag or some unmistakable identifying mark;

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<sup>4</sup> See Section 22(3) of the Education Act.

<sup>5</sup> Children with a broken limb, i.e. in plaster or a splint, are not to be brought to the Nursery. Children taking cough syrups, antibiotic ointments or drops are not to be brought to the Nursery either. Children are not to be brought to the Nursery on the day of a vaccination + one day after a vaccination (risk of anaphylactic shock).

- to hand over the child in person to the competent teacher of the Nursery – the Statutory Representative is responsible for their child up to the moment of such handover to the Nursery teacher, either in the Nursery or in the Nursery garden;
- to make, in a due and timely manner, payments for the preschool education to the Nursery, and any other agreed payments associated with the child's attendance at the Nursery and their participation in the programme of the Nursery in accordance with the concluded Contract and the NR;
- to appear in person when requested by the Head Teacher of the Nursery or the Founder of the Nursery to discuss important matters relating to the child's education and development, or other important matters relating to the child's attendance at the Nursery.

#### **5.6 Cooperation between Statutory Representatives and the Nursery**

The Nursery welcomes any kind of cooperation with Parents: ideas, proposals, remarks, as well as objective criticism. When in contact with Parents, Nursery staff act politely and create, depending on current conditions, an appropriate environment for direct communication corresponding to the information received from the Parent (i.e. providing information, recommendations or explanations, arranging a meeting, etc.).

Nursery staff have a right to be treated politely by Parents and to have a decent environment maintained to perform their work and educate children.

If a child breaches the NR (behaviour within the collective or towards Nursery staff, in particular), the Statutory Representatives are obliged to actively cooperate with the Nursery and provide such assistance to the Nursery so that the operation of the Nursery is not disturbed.

#### **5.7 Rules for mutual relationships between Parents and Nursery staff**

To speak openly, take an active approach to problems; to support mutual trust, tolerance, politeness and solidarity; to act and behave truthfully; to create a positive atmosphere and take a sensitive and assertive approach.

#### **5.8 Rules for mutual relationships between children and Nursery staff**

The Nursery pays attention to the needs of individuals, and children are guided to understand the needs of others and to respect boundaries in mutual relationships.

Children may ask Nursery staff for advice or help at any time.

Nursery staff are obliged to comply with the NR as well as other internal policies of the Nursery and the legislation applying to their activities or the activities of the Nursery. Nursery staff always treat children with mutual regard, respect, and dignity and guide the children to act in the same manner (preventing humiliation, mocking, ironizing and bullying<sup>6</sup>).

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<sup>6</sup> For this purpose, the Nursery's Crisis Intervention Plan was drawn up to provide protection from social pathological behaviour of children that may lead to bullying in the future.

Children are obliged to follow the instructions of Nursery teachers and other authorized persons in the Nursery which comply with the NR, applicable legislation, or objectives of preschool education.

## **6 Conditions for ensuring children's safety and health protection, and their protection against socially pathological phenomena and from expressions of discrimination, hostility or violence**

### **6.1 Safety and health protection of children**

The Nursery is obliged to ensure the safety and health protection of children during the education and during activities directly associated with the education.

The Nursery supervises the child from the time when the teacher takes over the child from their Statutory Representative or person authorized by the Statutory Representative to the time when the teacher hands over the child to their Statutory Representative or person authorized by the Statutory Representative.

To ensure the safety of children outside the location where education takes place, the Head Teacher of the Nursery shall set out an adequate number of teachers.

Statutory Representatives and Nursery staff take care of safety, order and peace on all premises of the Nursery and do not let their children e.g. run up or down stairs.

Children are not allowed to bring into the Nursery any items endangering their health. Inadmissible items include, in particular, any items promoting violence (such as knives, swords, or pistols). The Nursery is unable to secure the safekeeping of valuables and expensive items, so valuables (such as gold chains, expensive toys, or electronic devices) are not to be brought into the Nursery and are prohibited. Statutory Representatives take note that any item brought in may get lost or damaged, and that they have no entitlement to compensation in such case. If the ban on bringing in unpermitted items is breached, the Statutory Representative is responsible for ensuring their safe placement and protection from damage. If the Nursery suffers any damage or becomes obliged to make a payment on this ground, the Statutory Representative is obliged to indemnify the Nursery.

In the event of an increased number of children or during specific activities, such as sports activities or the movement of children in an environment with safety challenges, the Head Teacher of the Nursery shall appoint an additional teacher in order to secure the safety of children; in exceptional cases, they may appoint another adult person who has legal capacity and who is employed by the legal entity that performs the activities of the Nursery.

The building of the Nursery is accessible from the outside only after using the video door phone at the time set out for bringing the children. This is to ensure the control of incoming persons. Every member of the Nursery staff who opens the building to strangers is obliged to find out the reason for their visit and make sure that they only move about the premises of the Nursery under supervision by an authorized worker of the Nursery. Statutory Representatives entering or leaving the building of the Nursery must not make it possible for any strangers to enter the building. After passing through the entrance door, it is necessary to make sure that the door is completely closed. Compliance with these measures is important for the security of the Nursery.

In the building and throughout the premises of the Nursery (+50 metres from the premises), smoking, the consumption of alcohol, and use of other habit-forming substances are prohibited. No animals, except for Maxík, are allowed to enter the Nursery premises.

## 6.2 Children spending time outdoors

Our Nursery is a supporter of frequently staying outdoors. Given the opportunities provided by the garden of the Nursery, we have prepared an outdoor programme for children, which includes structured and spontaneous activities, leisure time activities, as well as serving snacks or even lunches (older children). As a part of the activity MaxImmunity (in Czech: *MaxImmunita*), but also as a general principle, older children regularly spend time outdoors in (almost) any weather. Frequent and intensive stays outdoors are an integral part of our work with children. We believe that movement activities and children spending time outdoors are very important for their overall development.

However, Parents of children do not always agree with outdoor activities. The Nursery asks Parents to be broadminded and to respect this practice. This practice also includes preference for nature over ordinary playgrounds. The purpose of playground equipment is more or less given, while diverse nature stimulates children to carry out a wide range of not only physical activities, and also stimulates the child's brain. We know from experience that children have greater adventure in the great outdoors. The most popular activities are: building little houses for beetles or little elves; making an imaginary fire by using sticks and branches and cooking meals; overcoming various obstacles (tree stumps, logs, or stones), etc. At the same time, children learn more intensively to cooperate and to reach compromises, or find mutual solutions for any problems arising.

In contrast, staying outdoors is shortened or restricted at times when: (i) the air quality as published by the Czech Hydrometeorological Institute is at level 5 (bad) or level 6 (very bad), (ii) there is a harmful smog situation, (iii) there are adverse weather conditions, or (iv) there are adverse climatic conditions (such as frost, heavy rain, hail, or intense snow). In this respect the Nursery follows the orders or recommendations of superior authorities.

We only go for walks to places that we know and that are safe. Nursery teachers make sure that children do not leave the restricted area; before children can play, the teachers check the area and remove any hazardous items and obstacles. For activities performed outside the Nursery, the Head Teacher of the Nursery arranges a sufficient number of teachers.

## 6.3 Open air nursery/skiing course

Every year the Nursery organizes an open air nursery (hereinafter referred to as the "OAN") and a skiing course (hereinafter referred to as the "SC"). The OAN takes place in June from Sunday to Friday (Josefův Důl, Peklo Hotel) and the SC takes place in March from Sunday to Saturday (Monínec, Monínec Hotel) without Parents. Transport is arranged. These activities are voluntary (but recommended). Children who do not participate in the OAN or SC have an alternative programme, the Nursery is open. OAN and SC are subject to a fee.

## 6.4 Sports and movement activities

Before children begin to exercise or carry out other movement activities that take place in classrooms or in the outdoor premises of the Nursery, the Nursery staff check whether the premises are sufficiently prepared for such activities, remove any obstacles that could result in an injury to a child, and, where gym equipment and aids are to be used, the staff check whether they are functional and safe. Teachers also make sure that exercises and movement activities are appropriate for the age of the children, and they adjust the exercise intensity, duration and difficulty of such activities to the individual skills of individual children.

#### **6.5** Work and artistic activities

During activities aimed at developing the dexterity and art skills of children for which it is necessary to use tools (e.g. scissors, small knives, chisels, and hammers), children perform work with these tools with great caution and are supervised by a worker of the Nursery, and the tools are adapted to be used by children.

#### **6.6** Information and communications technology and digital literacy (hereinafter referred to as “ICT”)

ICT includes e.g. robotic toys, computers, tablets and other devices. Although our Nursery is a supporter of the conventional conception of toys and educational elements (e.g. the book, wood, human contact, and the word), we regard it necessary and right to acquaint older children with ICT, either through special activities or educative clubs, in accordance with the Digital Education Strategy of 2014, which is aimed at opening education levels to new methods and manners of learning and learning through technology. This strategy emphasizes that ICT is to be used in nurseries.

#### **6.7** Maxík’s Technical University (hereinafter referred to as “MTU”)

Progress marches unstopably on, and today’s world requires that people understand technology more than ever before. MTU aims to acquaint preschool children with the world of technical science in an illustrative and simple manner. We try to answer e.g. the following questions: *“Where does the water go after I flush the toilet? Where does the light in the bulb come from? Why doesn’t a bridge collapse?”* This type of education uses the discovery learning method. The aim is for children to find the answer to the questions themselves. For teaching, the Nursery uses e.g. Lego Duplo building bricks, technical drawings, photographs, pictograms, and maps.

#### **6.8** Environmental education at the Nursery

The Nursery considers it very important to give environmental education to children. Education is given in a manner leading pupils towards thinking and acting in accordance with the sustainable development principle, to developing an awareness of their responsibility for maintaining the quality of the environment and its components, and to respecting life in all its forms; we understand sustainable development as development that gives current and future generations an opportunity to satisfy their basic life needs while not reducing the diversity of nature and preserving the natural functions of ecosystems.<sup>7</sup>

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<sup>7</sup> Act No. 17/1992 Coll., on the environment.

As the objective of environmental education, our Nursery has resolved to: (i) increase our awareness and understanding of the economic, social and ecological interdependencies, (ii) give everyone an opportunity to acquire the knowledge, values, opinions, responsibilities and skills to protect and improve the environment; (iii) create new behavioural patterns that are environmentally friendly.

Without direct experience, children would only be aware abstract relationships, and would be unable to use them as a reliable foundation for thinking. That is why our Nursery tries to make sure that children stay outdoors and in nature as much as possible.

### **6.9 Children's Mensa NTC Learning Club**

The Nursery cooperates with the Talent Centre (*Centrum nadání*) and the Children's Mensa Czech Republic (*Dětská Mensa ČR*). The core of the cooperation is to develop an inspiring environment in the Nursery through activities supporting the intellectual stimulation of children and using teaching aids and materials recommended by the Talent Centre and Mensa Czech Republic.

Through this activity children in the Nursery become familiar with various association techniques, develop abstract thinking by means of symbols, learn to work with riddles, and try out various motor exercises.

### **6.10 Semester report**

The Nursery draws up a comprehensive report on the child for their Parents every semester. This applies to children at the age of 3 years or more. A precondition is active attendance in the given semester, i.e. at least 3 times a week for at least 4 months and without long absences (incl. distance education).

The report includes information concerning:

- development of social skills: child's ability to initiate contact with children of the same age, knowing and observing the rules of games, ability to work in a team, helping weaker ones, showing consideration, separating from parents, mood swings, self-control and resilience when losing a game, respecting authority),
- development of creativity: whether the child likes painting (to be replaced by: fine motor skills – “whether the child looks to express themselves through art activities, ability in basic drawing + drawing figures appropriate to their age, using a wide colour range and materials, clear laterality, ability to copy simple lines, hold a pencil correctly, work with scissors, string beads, fasten buttons or zips, tie laces, put on/take off shoes, wash their hands, or use a toilet. (this is taken from the end of the report model),
- physical development: (rewrite: correspondence of the child's gross motor skills to their age), use of stairs (replace with: ability to use stairs), ability to jump (add: with legs together, on one leg, and then the other + replace the word “can” – it is not used in expert development tables, our wording is not correct), ability to overcome obstacles (add: ball skills), throw/catch a ball, etc.,
- language skills: child's ability to listen carefully, understand questions, express their opinions and ideas, creates phrases, speak fluently, ability to create an alternate dialogue, (replace with: ability to use passive/active vocabulary, sentence fluency, presence of speech disorders, correct formation of sentences,



ability to fulfil complex instructions, create complex sentences, paraphrase a text, etc.),

- mathematical concepts: child's enjoyment of numerical riddles, ability to count on their own, awareness of size, weight, contents – smaller/larger – distinguishing between geometric shapes and ability to name them, etc., (rework: pre-mathematical concepts: ability to count on their own, assigning items when counting, naming geometric shapes, distinguishing between smaller and larger, identifying the first and the last, identifying opposites, arranging items by their size, weight, shape or volume, ability of pre-schoolers to manage basic addition and subtraction, etc.),
- general knowledge: understanding a daily routine, ability to talk about animals, distinguishing between colours, knowing their own name, age and address, enjoying taking part in trips (rewrite to: auditory and visual perception: understanding daily routines, orientation in time and space – distinguishes between right and left, far and close, ability to identify the four seasons of the year, days in the week, yesterday/today/tomorrow, distinguishing between basic colours and their shades, identifying differences in similar shapes – even mirror-inverted ones, recognizing identical colours, putting together a picture consisting of several pieces, identifying the first and the last letter in a word, distinguishing between similar-sounding words, clapping the number of syllables, identifying the direction from which a sound comes, its duration and volume,
- fine motor skills: child's ability to grasp and lift items, hold a pencil or paintbrush correctly, fasten their buttons or zip, tie their laces, put on/take off their shoes, wash their hands, use a toilet on their own. (Replace with: maturity to work: ability to concentrate on a task for at least 10 to 15 minutes, to complete work, ability to work on their own, wait until it is their turn, etc.). The semester report also includes a verbal assessment by the class teacher and the Head Teacher of the Nursery. If needed, the report is drawn up in English.

The benefit of this comprehensive report is the availability of valuable information about the current skills of the child and also an indication of what can be improved in the future. The report is usually followed by a meeting with Parents, an analysis of the findings, cooperation in improvements in a given field, or pinpointing something where we see potential, a talent or gift. The semester report is often used by Parents when enrolling a child at a primary school.

### **6.11** Socially pathological phenomena

An important element of protection against socially pathological phenomena is educating preschool children in a healthy lifestyle. As part of the NEP, children are guided, naturally and appropriately in terms of age and abilities, to understand the given issue and are informed about the risks of drug addiction, alcoholism, smoking, virtual addiction (computers, television and video), vandalism and other forms of violent behaviour, and the positives of a healthy lifestyle are explained to them<sup>8</sup>.

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<sup>8</sup> See the methodical recommendations and methodical guidelines approved by experts at the MEYS of the Czech Republic in the primary prevention of hazardous behaviour: <https://www.msmt.cz/vzdelavani/socialni-programy/metodicke-dokumenty-doporuceni-a-pokyny> .

As part of preventing expressions of discrimination, hostility and violence, Nursery teachers carry out the monitoring and screening of relationships between children in classes in order to resolve any detrimental relationships between children before any harm is caused, either in cooperation with the Statutory Representatives or, as the case may be, with education counselling centres. Children are protected by Nursery staff from socially pathological phenomena. An important element of prevention in this field is also the development of a supportive social climate among children, between children and Nursery staff, and between Nursery staff and the Statutory Representatives of children.

## 7 Looking after the health of children

### 7.1 Diseases of children<sup>9</sup>

Only a healthy child without any signs of acute infectious disease or parasitic infestation may be brought to the Nursery. The Statutory Representative is obliged to monitor the child's health and exclude them from education if they are ill. This also applies to children with a limb in plaster or splint. Such a child is regarded as not yet recovered. For the sake of looking after children's health and preventing the spread of disease, children who are not yet recovered are not to be brought to the Nursery.

Nursery staff may request Parents at any time to prove that the child's current state of health is appropriate for the child's participation in preschool education by submitting a report from the child's doctor.

The Nursery is governed by Section 7(3) of Act No. 258/2000 Coll., on public health protection and on amendments to certain related Acts, which imposes on the Nursery, among other things, the obligation to isolate a child that shows signs of an acute disease away from other children, and to provide conditions to prevent the occurrence and spread of infectious diseases among children.

An acute infectious disease is:

- viral nasal discharge (i.e. a transparent intensive discharge from the child's nose), even without an elevated body temperature,
- bacterial nasal discharge (i.e. coloured – green, yellow, brown discharge from the child's nose), even without an elevated body temperature,
- intensive cough (i.e. a cough even when the child is at rest), even without an elevated body temperature,
- a disease demonstrated by a skin rash – chickenpox, fifth disease, sixth disease, hand-foot-and-mouth disease, scarlet fever or impetigo,
- diarrhoea and vomiting – even 3 days after the child no longer has diarrhoea and no longer vomits. The Nursery cannot serve special diet food to children, so it shall not accept a child whose digestive tract has not recovered to accept a normal diet,

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<sup>9</sup> For details of diseases see Maxík's Encyclopaedia: <https://www.jazykova-skolka.cz/dite-v-pohybu/> .

- conjunctivitis,
- elevated body temperature or fever.

A parasitic disease is:

- pediculosis (head louse). The nursery may not accept the child before they are completely deloused, i.e. without live lice or nits,
- threadworms,
- scabies.

## 7.2 The right of the Nursery to send a child home to recover

At any time during a day, the Nursery has a right to immediately send a child home to recover if: (i) the child's temperature is 37.1°C or higher, (ii) the Nursery suspects that the child has an acute or parasitic disease, (iii) the child suffers an injury, or (iv) the child has diarrhoea, a nasal discharge or cough, vomits, or has skin reactions (such as eczema or oedema). The Nursery is obliged to separate (isolate) a sick child from healthy children and make sure that the child is supervised by an adult (Section 7(3) of Act No. 258/2000 Coll., on public health protection, as amended). Without undue delay after being informed by the Nursery about the child's state of health, the Statutory Representative of the sick child is obliged to come to the Nursery and take the child home.

If the Statutory Representative commits a serious breach of any provision of these NR aimed at preventing the occurrence and spread of infectious or parasitic diseases among children, they shall be notified of their interference with the operation of the Nursery and the Head Teacher of the Nursery may also decide to end the preschool education of the child at the Nursery.

## 7.3 Obligation to notify

Statutory Representatives are obliged to notify the Nursery without undue delay, of all infectious and parasitic diseases of their children so as to prevent their further spread. Such diseases are, in particular: COVID-19, chickenpox, scarlet fever, impetigo, diarrhoea and vomiting, fifth disease, sixth disease, hand-foot-and-mouth disease, conjunctivitis, pediculosis (head louse), threadworms, and scabies.

Based on information received from the Statutory Representative, the Nursery is obliged to inform other Parents that an infectious or parasitic disease has occurred in the Nursery. The notification takes the form of a general written announcement (MaxInfo + noticeboard of the Nursery). In very urgent cases this is followed by notification in the form of a phone call, text message, or personal announcement. For this purpose the Nursery reserves the right to contact the Parents at any time (24/7).

If a child has an allergy, it is necessary to provide a written report from a doctor/allergist – proving that the child is being treated by them. In the report the doctor must specify how the allergy manifests. If the Statutory Representative fails to provide such report to the Nursery, the child shall be regarded as sick and shall be sent home to recover. White or transparent nasal discharge is regarded as an allergic nasal discharge. Coloured nasal discharge is regarded as infectious, and the child shall be sent home to recover.

Other chronic diseases which must be attested to by a medical report include: epilepsy and bronchial asthma.

#### **7.4 Administration of pharmaceuticals and medicinal products**

The administration of pharmaceuticals and medicinal products is not allowed in the Nursery<sup>10</sup>, unless a Pharmaceutical Administration Agreement is made in justified cases<sup>11</sup>. Despite having entered into a Pharmaceutical Administration Agreement, the Nursery is obliged to call the emergency medical service if a child is in a life-threatening condition (as assessed by the Nursery).

#### **7.5 First aid and treatment**

The Head Teacher of the Nursery shall secure conditions that make it possible to give timely first aid and medical treatment in the event of injury or sudden sickness.

All employees of the Nursery are obliged to give first aid immediately in the event of any injury, to obtain medical assistance if needed, and to arrange the transport of an injured child to a healthcare facility, if absolutely necessary. They are also obliged to inform the Head Teacher of the Nursery or a representative of the Founder of the Nursery without undue delay.

In the event of an injury or any other medical event, first aid is given by the supervising worker in accordance with standard healthcare principles<sup>12</sup>.

Sticking plasters and disinfectants are often sources of allergic reactions. By signing the Contract, the Statutory Representative acknowledges that they must inform the Provider about any allergies of the child in writing in advance.

#### **7.6 Ten COVID-19 rules for Parents**

- When waiting in front of the Nursery, keep a distance of at least 2 metres apart (except with family members).

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<sup>10</sup> Under Section 2 of Act No. 372/2011 Coll., on healthcare services and the conditions of their provision (Healthcare Services Act), as amended, a teacher may not administer pharmaceuticals because they are not a healthcare professional authorized to do so. An exception is urgent first aid (e.g. a disease involving paroxysms) but not in situations associated with a fever. Due to the risk of an unexpected allergic response, Nursery staff shall not administer to a child any pharmaceutical reducing a fever, even if requested by the Statutory Representative over the phone.

<sup>11</sup> Based on their child's health, the Statutory Representative may request the Nursery to arrange for the administration of pharmaceuticals to the child (e.g. for epilepsy or diabetes). The pharmaceuticals whose administration to the child the Nursery is authorized to arrange are stipulated in the agreement together with the method and frequency of their administration. The Statutory Representative shall provide relevant documents confirmed by the child's attending doctor (medical report) and is exclusively responsible for such documents (incl. their future update, if any). This service is provided by the Nursery free of charge. Pharmaceuticals shall be provided by the Parent at their own expense. The agreement may be drawn up, approved, signed and come into effect within no more than 30 calendar days from the date of the receipt of the Parent's request. If the Nursery refuses to enter into the agreement, i.e. refuses to grant the Parent's request, the Parent is obliged to arrange the administration of pharmaceuticals to the child themselves. The Nursery will provide the necessary assistance to do so.

<sup>12</sup> Employees are obliged to record the injury in the Injury Log, inform the Head Teacher of the Nursery, and acquaint the Parents with the record (which shall be proved by their signatures) without undue delay.

- When moving around the premises of the Nursery, keep your mouth and nose covered at all times (respirator mask).
- Minimize all your movement in the premises of the Nursery<sup>13</sup> and do not touch furnishings unnecessarily.
- Neither the accompanying person nor the child may show any signs of COVID-19 (elevated body temperature, nasal discharge, or cough).
- Just to be sure, equip your child with a face mask.
- Minimize the child's contact with the broader group of children outside the Nursery.
- Watch out for the Nursery's recommendations in MaxInfo, on noticeboards in the changing room, and on the website.
- Consider carefully whether to place a child classified in a high-risk group in the Nursery.
- If the child shows any signs of COVID-19, collect the child immediately.
- If your child has an allergy, provide a written confirmation of the allergy symptoms (nasal discharge and sneezing).

In particular emergency situations associated with COVID-19 (or any other disease) the Nursery shall follow the instructions of the Regional Public Health Authority (hereinafter referred to as the "**RPHA**") and comply with all emergency measures in effect ordered for the given area by the competent RPHA, or for the entire national territory by the Ministry of Health of the Czech Republic (hereinafter referred to as the "**MH**"), or by the Government Office of the Czech Republic.

## 8 Education process

### 8.1 Admission of a child for preschool education

Admission for preschool education is an administrative procedure initiated upon request. The Nursery shall decide in the administrative procedure to either grant or reject the application in accordance with Section 34 and Section 165(2)(b) of the Education Act and in accordance with the Administrative Procedure Code.

Children may be enrolled for preschool education throughout the year, depending on the capacity of the Nursery.

For the purpose of admitting their child to the Nursery, the Parent shall submit: (i) an Application for Preschool Education, (ii) a Registration Form (filled out and signed by both Statutory Representatives + confirmed by the attending doctor), and (iii) shall make a Contract on the Child's Nursery Attendance<sup>14</sup> (hereinafter referred to as the

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<sup>13</sup> This means e.g. that no snacks are eaten, or business calls or e-mails are handled in the changing room. Do not stay in the Nursery longer than necessary.

<sup>14</sup> All documents and conditions are available in MaxInfo, in the Nursery from the respective Head Teacher, or when requested by the Parent.

“**Contract**”<sup>15</sup>. Without any of the documents stated above, the child cannot be admitted to the Nursery (however, it does not mean invalidity of the Contract, and compensation for absence is not provided in such a case).

To admit a child to the Nursery, the Head Teacher of the Nursery may agree with the Parents on a trial day for the child. One trial day is free of charge. Additional trial days are subject to a charge (CZK 500 for a morning until 12:00, inclusive, or CZK 1,000 for attendance ending after 12:00).

In July and August the Nursery may also admit a child from another nursery, but for no less than 2 to 4 weeks (depending on the child’s age and assessment by the Head Teacher of the Nursery).

By handing over the child for preschool education in the Nursery, the Statutory Representative expresses their unreserved agreement with the NR and the contractual conditions for the provision of preschool education in the Nursery, including the Price List and the currently valid Nursery Year Plan.

## **8.2** Decision to admit a child for preschool education<sup>16</sup>

Based on an application filed by the Statutory Representative, the Nursery represented by the respective Head Teacher shall issue, in an administrative procedure, a decision whether to admit a child for preschool education in accordance with the Education Act.

The Nursery uses the following criteria:

- the capacity of the Nursery is sufficient to admit a new child,
- a child of preschool age has priority over other children,
- a child’s sibling is already attending the Nursery,
- the social situation of the parent.

## **8.3** Excusing/temporarily withdrawing a child

This must be done through MaxInfo by 12:00 of the preceding day. Subsequently, the Parent shall excuse the child or announce the temporary withdrawal of the child via e-mail or text message. Parents of preschool children are, moreover, obliged to give reasons for the absence of their children in the Absence Excuse Form (see below in these NR), always at the end of the calendar month or on the second day of attendance following the return of the child after absence.

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<sup>15</sup> All documents must be submitted to the Nursery in the original or a certified copy (i.e. not just a copy or scan).

<sup>16</sup> Under Section 50 of Act No. 258/2000 Coll., on public health protection, a child may be admitted to preschool education only if they have undergone regular vaccination or have a document proving that they are immune to an infection, or that they cannot be vaccinated due to a permanent contraindication (such a document must be issued by a general practitioner for children and youth, not a dermatologist, neurologist or gynaecologist, etc.). In the event of an individual vaccination plan the parent is obliged to submit an updated individual vaccination plan or another document confirming vaccination of the child within one year from the commencement of attendance. Children for whom preschool education is compulsory, i.e. 5-year-olds and older children, are exempt from this obligation. All citizens are obliged to undergo vaccination with the hexavalent vaccine. Public health takes precedence over the health of an individual.

#### 8.4 Termination of the contractual relationship

The contractual relationship whose subject-matter is the provision of (not only) preschool education for a child in the Nursery is entered into between the Statutory Representative of the child and the Founder of the Nursery for an indefinite period of time and may be terminated by a written notice with a 2-month notice period. The notice period begins on the first day of the month following the month in which the termination notice was delivered to the other contracting party through a data box, registered letter, or in person (which must be confirmed in writing by the Executive Officer of the Founder or the Head Teacher of the Nursery). The Nursery reserves the right to also terminate the contractual relationship through the attendance system MaxInfo. The contractual relationship also terminates on the day preceding the day when the child starts primary school, i.e. usually on 31 August of the given year.

The contractual relationship may also be terminated ex officio, but only after notifying the Statutory Representative of the child in writing, provided that there was a ground to do so (see Section 35(1) of the Education Act), i.e. it may be immediately terminated by the Nursery. Grounds for immediate termination of preschool education:

- The Statutory Representative repeatedly fails to make a payment or part of a payment for education in the Nursery by the agreed date and fails to agree with the Head Teacher of the Nursery on a different date of payment (see Section 123 of the Education Act). Repeated failure to make a payment for education in the Nursery is also a situation in which the Statutory Representative fails to make the payment even by the alternative date set out in a written reminder.
- The child has not been attending preschool education for an uninterrupted period longer than two weeks without being excused by the Statutory Representative.
- The Statutory Representative seriously and repeatedly disrupts the operation of the Nursery (e.g. frequent/repetitive late arrivals, noisiness/vulgar language of Parents in the Nursery, failure to take over the child at the agreed time, the child is not fully recovered from a disease, the Statutory Representative fails to inform the Nursery about an infectious or parasitic disease of the child without undue delay, or fails to cooperate with the Nursery).
- Termination is recommended in writing by a doctor or educational guidance centre, solely during a trial period which must not exceed three months. For such a case of terminating preschool education, the trial period must be stated in the operative part of the decision on admission to the Nursery.

In an administrative procedure, the Nursery is the administrative authority to decide in accordance with Section 165(2)(b) and Section 35(1)(a)–(d) of the Education Act, and in accordance with Administrative Procedure Code No. 500/2004 Coll., as amended. In such a procedure the Head Teacher of the Nursery is the competent official. The participant in the procedure to terminate preschool education is the child attending the Nursery. Given the child's age, i.e. legal incapacity (infancy), the child must be represented (by their Statutory Representative, guardian or another authorized representative). The Nursery communicates with the Parent who signed the Contract because it believes that if a Parent acts on their own with the Nursery in a matter of the child, such a Parent acts with consent of the other Parent (see Section 876(3) of Civil Code No. 89/2012 Coll., as amended). If the Contract was signed by both Parents,

or if a Parent who was the only Parent who signed the Contract expresses in writing their wish that the Nursery communicates with the other Parent as well, then the Nursery shall communicate with both Parents.

## 9 Compulsory preschool education

### 9.1 Course of education in the Nursery

The Statutory Representative is obliged to enrol the child for preschool education in the calendar year in which the child is obliged to undergo preschool education.

If the Statutory Representative fails to enrol the child for compulsory preschool education, they commit a minor offence under Section 182(a) of the Education Act.

Compulsory preschool education has the form of regular daily education on working days from 8:00 to 12:00. Statutory Representatives are obliged to ensure that their child undergoing compulsory preschool education attends the Nursery properly.

The Head Teacher of the Nursery may demand proof of the reasons for a child's absence. The Statutory Representative is obliged to prove the reasons for the child's absence within two days from the day of absence. Information about absence may be provided

- by phone to the Head Teacher of the Nursery,
- in person to a teacher,
- in writing,
- by e-mail, or
- through the MaxInfo system (by 18:00 of the preceding day),

and in all cases regarding children undergoing preschool education in the last year prior to starting primary school, the Statutory Representative is obliged to submit a filled-out form intended for excusing absences, namely the "Absence Excuse Form" (hereinafter referred to as the "**Absence Excuse Form**"). The Absence Excuse Form is available in MaxInfo as well as from the Nursery, where it is also kept.

The class teacher keeps attendance records of their class. In the event of an unexcused absence or an excused absence that requires a higher level of verification, the class teacher shall inform the Head Teacher of the Nursery who shall assess the information provided. The unexcused absence of a child shall be discussed by the Head Teacher of the Nursery at a meeting to which the Statutory Representative shall be invited in writing. If the absence continues, the Head Teacher of the Nursery shall notify the authority for the social and legal protection of children of the continued absence of the child.

### 9.2 Individual education of the child (home-schooling preschool children)

The Statutory Representative of a child who will fulfil the obligation to undergo preschool education through individual education is obliged to notify the Head Teacher of the catchment nursery of this fact. The notification must be given no less than three months before the beginning of the school year in which the obligation of preschool education for the child begins. The notification given by the Statutory Representative concerning the individual education of the child must contain the:



- first name(s) and surname(s), personal identification number, and the place of permanent residence of the child, or the place of the child's stay if they are a foreigner,
- period in which the child is to be individually educated,
- reasons for the individual education of the child.

The Statutory Representative of the child is obliged to bring the child on the date set for verifying the decisive facts. Dates of verifications:

- Basic: the first Monday in November of the respective year.
- Alternative: the first Monday in December of the respective year.
- Additional: as agreed.

The date of verification must be confirmed in writing by the Statutory Representative to the Nursery no less than 30 calendar days before the particular date of verification.

If the Statutory Representative of the child fails to bring the child to the verification even on the alternative date, the Head Teacher of the Nursery has the right to terminate the individual education of the child. Expenses associated with the individual education of the child shall be paid by the Statutory Representative of the child, except for special adaptive equipment and expenses for the activity of the Nursery to which the child was admitted for preschool education.

### **9.3 Postponement of compulsory school attendance**

After receiving a decision to postpone compulsory school attendance from the primary school, the Parents shall provide the Head Teacher of the Nursery with a certified copy of the decision, together with a confirmation issued by a doctor and a report issued by the educational and psychological counselling centre, by 1 June of the respective year at the latest.

## **10 Distance learning**

Distance learning is regulated in Section 184a of Act No. 349/2020 Coll., which amends the Education Act.

This amendment to the Education Act sets forth special rules applying when the physical presence of children, pupils, and students in schools is restricted. This amendment, among other things, includes the obligation of nurseries to provide distance forms of learning and the obligation of children undergoing compulsory preschool education to attend education in such a form.

The Nursery makes it possible for families to support the development of their child by natural means and by activities that are normal, comprehensible and feasible in the conditions of the child's home.

### **10.1 Preschool education obligation of the Nursery and children**

Section 184a of the Education Act says that if, due to a crisis measure declared under the Crisis Act or due to an emergency measure ordered under a special Act, or due to a quarantine ordered under the Public Health Protection Act, the physical presence of a majority of children for whom preschool education is compulsory is not possible, the following obligations are set forth: (i) the obligation of the Nursery to provide distance

education to children for whom preschool education is compulsory, (ii) the obligation of children for whom preschool education is compulsory to undergo education in such a manner. The manner of the distant provision of education and feedback is adapted by the Nursery to the child's conditions (e.g. background, material conditions, special educational needs, and state of health).

Given that for preschool children a distance form of learning is also compulsory, it is necessary to keep records of their attendance during the education. The attendance of children is assessed by the Nursery appropriately on the basis of participation in educational activities during the course of a week.

## **10.2** Excusing absences

In general, any absences are to be excused in the same manner as in the course of on-site education. The Education Act sets forth the basic framework; the Head Teacher of the Nursery has the right to request proof of the grounds for the child's absence, and the Statutory Representative is obliged to prove the grounds for the absence within three days from the day of the request of the Head Teacher of the Nursery.

## **10.3** Forms of distance learning

Distance learning may take the form of online or offline activities. The Nursery always adapts distance learning both to the individual conditions of individual children and to the personnel and technical capacities of the Nursery.

- **Offline education:** distance learning which does not take place through the internet and for which the Parent does not need digital technology to any great extent. Preschool children mainly fulfil practical tasks making use of the child's natural conditions in their home environment – creative activities, application of knowledge and skills in practice, projects focused on work to be carried out by the children themselves, or on the development of competences (joint play, meal preparation, garden work, movement in nature, minor housework, care of pets, musical and art activities, portfolio creation, etc.). In offline education, tasks may be set in writing, by phone or in specific cases in person. An advantage of offline education is the absence of requirements for necessary technical equipment and the digital competences of children or Parents.
- **Online education:** distance learning that generally takes place through the internet and is supported by various digital technologies and software tools. We distinguish between synchronous and asynchronous online education. Considering the age of children, online education is not a priority method and it only has a supplementary function in preschool education. During synchronous education the teacher is usually in connection with children through a communication platform in real time. The group is carrying out the same/similar activity at the same time in the same virtual place. Synchronous communication is suitable for giving feedback to children of preschool age. During asynchronous education, children work with their parents on assigned tasks at a time and pace convenient for them. For such a kind of work the Nursery uses e.g. video recordings on YouTube, various platforms, portals, applications, etc., both for education itself and for sending tasks.

## **10.4** Individual support

Regardless of whether the distance learning takes place online or offline, at all times a worker from the Nursery monitors the participation of each child and provides Parents with individual support. The aim is to make sure that nobody remains out of the system, and that everybody works adequately to their capabilities and conditions. The Nursery provides support in such forms that are available to everyone alike, and that have the required effect (e.g. telephone calls, e-mails, online chat, or e-mail communication).

#### **10.5 Distance learning – practice**

As far as children for whom preschool education is compulsory are concerned, distance learning is based on communication between the teacher and Parents, and may be supplemented with occasional direct contact of a worker from the Nursery with the child. The core of the education consists, in particular, in inspiring tips for joint activities for children and Parents at home, creative activities, reading, didactic play, movement activities, joint listening to music, etc. Given the age of children, it is sufficient if Nursery staff provide – through an agreed communication platform (or in paper form) and as agreed – Parents with tips on thematic activities suitable for the home environment.

Distance learning is based especially on communication between the teacher and Parents, and on occasional contact between the child and teacher. With such young children, synchronous online education or communication will not exceed 30 minutes per week.

Parents/children will get regular, appropriate feedback on tasks and activities.

Cooperation between the Nursery and Parents is important for both parties and has a positive impact on the successful education of the child. The Nursery shall always look to provide the optimum setting of education in cooperation with Parents, taking into account the fact that families may have several children of different ages who are also undergoing distance learning and may have a limited access to digital technology, and that Parents are also likely to be working from home. The Nursery aims to coordinate all these activities.

Responsibility for the offered distance learning is borne by the Nursery, but it is the Parent who must be especially active.

#### **10.6 Distance learning of children with special educational needs**

Children with special educational needs have a right to support measures provided by the Nursery even during distance learning. Such support measures are e.g. consultancy by the Nursery, modification of the organization, content, evaluation, forms and methods of education, subject-matter of the special educational care, provision of preschool education according to an individual education plan, use of adaptive equipment, special textbooks and special teaching aids, use of a teaching assistant, additional teacher, interpreter or a transcriber for the deaf.

## **11 Access to education and school services for foreigners**

### **11.1 Citizens of EU member states**

Citizens of EU member states and their family members have access to education and school services on the same conditions as citizens of the Czech Republic.

## 11.2 Third country citizens

Foreigners from third countries (non-EU citizens) have access to preschool education and school services on the same conditions as citizens of the Czech Republic (EU citizens) provided they have the right to stay in the territory of the Czech Republic for more than 90 days, have asylum status, are persons granted subsidiary protection status, applicants for international protection, or persons granted temporary protection status. The obligation to undergo compulsory preschool education applies to citizens of another EU member state who are staying in the territory of the Czech Republic for more than 90 days, and other foreigners who have a right to stay in the territory of the Czech Republic permanently or temporarily for more than 90 days, and to participants in a procedure granting international protection.

## 11.3 Education of children with a different native language

They are mostly children who have recently come from abroad (including children coming from Ukraine), mostly having no or insufficient knowledge of Czech. They may also be children of foreigners who live in the Czech Republic but speak a different language at home. They may also be children who have Czech citizenship but also speak a language other than the Czech language at home (these are children with a bilingual background or children with dual citizenship).

Our Nursery has a long tradition and extensive experience in working with children with a different native language (hereinafter referred to as “**DNL**”). Children with a DNL constituted up to 60% of the total number of children in some years. This is also a reason why our Nursery has drawn up a Methodical Handbook for the Inclusion of Children with a DNL (hereinafter referred to as the “**Handbook**”) and a School Plan of Multicultural Education (hereinafter referred to as the “**Plan**”). The Handbook aims to help new and current employees of the Nursery in the provision of systematic support to children with a DNL and to improve current education processes. Our Nursery considers it very important to focus especially on children who will start primary school in the following year. The key role here is played by Czech as a child’s second language (or third in many cases). Thanks to an assistant (interpreter) for children with a DNL, the Handbook, and our vast experience, we manage to fulfil this aim in thorough cooperation with Parents. See MaxInfo, the Nursery website or the Nursery noticeboard.

## 11.4 Language preparation of children with insufficient knowledge of Czech language

Children – foreigners and children who come from a different language and cultural environment need support from a Nursery teacher when learning Czech language. If their parents do not master Czech language as a native, they cannot directly support their children in learning Czech language, so children are placed at a disadvantage. Greater attention must be paid to ensure that children with insufficient knowledge of Czech language are given language support as early as when they start attending the Nursery.

When working with the whole class, it must be kept in mind that some of the children learn Czech language as a second language, so it is necessary to adjust didactic processes accordingly and support the children in a targeted way in learning Czech language.

The Nursery provides language training to children with insufficient knowledge of Czech language in order to secure their smooth transition to primary education. A

special legal regulation applies to nurseries where at least 4 foreigners undertake compulsory preschool education in any single branch of the nursery. In such a case the Nursery head teacher sets up a group for free language training in order to secure smooth transition to primary education in accordance with Section 1e of Preschool Education Regulation No 14/2005 Coll., as amended. Education in a language training group is divided into two or more units to be undertaken in the course of a week (no less than 60 minutes per week but usually much more). In such a case the Nursery may request close cooperation from the parents and may ask the parents to consider an option of private lessons of Czech language given by a third party.

Based on assessment of the child's need of language support, the Nursery head teacher may also include in a language training group some children other than foreigners undertaking compulsory preschool education, provided that this is not to the detriment of the quality of language training.

At the time of transition to primary school the children who had insufficient knowledge of Czech language should have such language, social and cultural competencies that make it possible for them to take part in education and be successful at school.

A supporting material for the education of children with insufficient knowledge of Czech language is the Curriculum of Czech as a Second Language for Compulsory Preschool Education, which can be used in individualized work with children with insufficient knowledge of Czech language as early as when starting to attend the Nursery (hereinafter referred to as the "**Curriculum**") (see MaxInfo).

## **12 Support measures (incl. gifted children)**

### **12.1 Gifted children**

In its NEP, the Nursery creates conditions allowing the potential of each child to be utilized as much as possible with regard to their individual capabilities. This also fully applies to the education of gifted children. For this purpose, children may make use of, among other things, the activity called MaxClever (*Malý Škola*). This activity is provided by experts from Children's Mensa Czech Republic (*Dětská Mensa ČR*) or the Talent Centre (*Centrum nadání, z.s.*).

The Nursery is obliged to implement all statutory support measures stipulated for supporting talent in accordance with the individual educational needs of children; the extent of this support ranges from the first to the fourth level.

### **12.2 First-level support measures**

The Head Teacher of the Nursery shall decide on the provision of first-level support measures without recommendation by an education counselling centre and without the informed consent of the Statutory Representative. This does not affect the right of the Statutory Representative to obtain information about the course and the results of the education of the child (Section 21 of the Education Act).

A teacher of the Nursery shall draw up a plan of educational support regulating the organization and evaluation of the child's education, including the methods and forms of work, and shall discuss the plan with the Head Teacher of the Nursery.

If the first-level support measures are not sufficient (based on the evaluation of the plan of educational support), the Head Teacher of the Nursery shall recommend using

an education counselling centre for the purpose of assessing the special educational needs of the child.

### **12.3 Second- to fifth-level support measures**

A precondition for using second- to fifth-level support measures is a recommendation by an education counselling centre and the informed consent of the Statutory Representative of the child. Counselling assistance provided by an education counselling centre will take place at the discretion of the Statutory Representative, recommendation of the Head Teacher of the Nursery, or the locally competent authority for the social and legal protection of children.

The Head Teacher of the Nursery shall designate a worker responsible for cooperation with the education counselling centre with regard to the recommendation of support measures for a child with special educational needs. They shall initiate the provision of second- to fifth-level support measures immediately after receiving recommendations from an education counselling centre and obtaining the informed consent of the Statutory Representative, and shall evaluate the provision of support measures at least once a year, or more frequently if the circumstances so require. The Head Teacher of the Nursery shall end the provision of second- to fifth-level support measures if the recommendation of the education counselling centre clearly shows that second- to fifth-level support measures are no longer necessary.

### **12.4 Support measures – practice**

The Nursery reserves the right to request a Parent to visit a specialized centre (Educational and Psychological Counselling Centre or Special Educational Centre) and submit Recommendation issued by such a specialized centre to the Nursery if the Nursery believes that the child has a specific disorder subject to examination and subsequent Recommendation by the specialized centre. The Parent is obliged to grant such a request within 30 calendar days from receipt of the request. If this deadline expires without the Parent granting the request, the Nursery has the right to terminate their contractual relationship / suspend the child's attendance with an immediate effect, and the Parent takes note that the Nursery may contact the Authority for Social and Legal Protection of Children (OSPOD) if suspecting parental neglect of the minor child.

In order to secure cooperation in this matter, the Parent, by signing the Contract, expresses their acceptance of the Nursery's right to contact the attending doctor of the child.

## **13 Operation and internal rules of the Nursery**

### **13.1 Organization**

The school year begins on 1 September of the respective year and ends on 31 August of the following year. The Nursery was founded as a nursery with year-round operation and opening hours from 8:00 to 17:30 every working day<sup>17</sup>, unless set forth otherwise

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<sup>17</sup> Opening hours of individual branches of the Nursery may differ.

in the Nursery Year Plan<sup>18</sup> for the respective school year. Earlier arrival at or later departure from the Nursery is subject to prior agreement with the Head Teacher of the Nursery.

Statutory Representatives may bring children to the Nursery until 8:30. Any later arrivals are accepted in extraordinary circumstances (e.g. late arrival from vacation, visit to a doctor, but not e.g. heavy traffic or parking problems); but always after a written/e-mail excuse sent by the Statutory Representative to the supervising teacher no less than one working day in advance (by 12:00 noon) so as not to disturb the education process of the class<sup>19</sup>.

In the afternoon, children may be collected from 13:00, and later as needed by the Statutory Representatives.

Statutory Representatives are obliged to respect the established way the operation is organized, which includes observing the opening hours of the Nursery.

After discussion with the Founder, the Head Teacher of the Nursery may declare up to 10 days of holiday above the Nursery Year Plan in the course of a school year, without any entitlement of the Statutory Representatives to compensation for payment of the preschool education in the Nursery. Notification of such holiday declared under the Head Teacher's authority shall be posted in the usual places intended for communication between the Nursery and the Statutory Representatives of children (noticeboard, MaxInfo) at least 5 working days in advance, if circumstances allow.<sup>20</sup>

The operation of the Nursery can also be reduced or interrupted for serious reasons (i.e. organizational or technical reasons that make it impossible to secure the proper operation of the Nursery) and after discussion with the Founder. No alternative/compensation shall be provided. The statutory representatives of children shall be notified by the Head Teacher of the Nursery of the extent of reduction or interruption of the operation of the Nursery by posting the respective information in the usual places intended for the communication between the Nursery and the Statutory Representatives of children (noticeboard, MaxInfo) at least 5 working days in advance, if circumstances allow.

### **13.2 Daily schedule<sup>21</sup>**

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<sup>18</sup> The Nursery Year Plan is a schedule of working days, holidays, and thematic days/periods at the Nursery (e.g. skiing course or open air nursery). The Nursery Year Plan is always published one school year in advance.

<sup>19</sup> Late arrivals seriously disturb children's concentration and the education process. Parents must respect the specifics of the daily schedule. The Nursery tries to respect the specifics of each child too; the primary objective is to create suitable conditions for educating children.

<sup>20</sup> Parents are obliged to check their e-mail inboxes, MaxInfo, and the noticeboard in the Nursery so as to make sure that messages are received.

<sup>21</sup> Differs according to branch.

The main activities of children in the Nursery are: spontaneous play, spontaneous activities, and structured activities. These activities are supplemented by a diverse range of other tasks.

In accordance with the framework programme, preschool education of children takes place using the following basic daily schedule:

- By 8:30: the time set aside for the arrival of children at the Nursery (children's unstructured play, guided activities aimed at games and hobbies, in particular);
- 8:30 to 9:30: movement activities, sensory play, education (children are outside if the weather allows);
- 9:30 to 10:00: snack (children are outside if the weather allows);
- 10:00 to 11:30: movement activities, familiarization with nature, natural phenomena, and the surrounding world (children are outside if the weather allows);
- 11:30 to 12:15: lunch and children's personal hygiene;
- 12:15 to 14:15: nap and children's rest (preschool children: hobby clubs);
- 14:15 to 14:45: snack;
- 14:45 to 17:30: unstructured children's play (see Activities), activities guided by teachers and focused on children's games, hobbies, and movement activities; activities may take place in the garden of the Nursery if the weather is nice; the time determined for the collection of children by their Statutory Representatives.

### **13.3 Handover/takeover of children**

Statutory Representatives shall hand over the child to the Nursery staff in person at the time intended for the arrival of children at the Nursery (by 8:30).

Statutory Representatives or any persons authorized by them shall collect the child in person from the Nursery teachers after the end of the child's education at the time set by the Nursery, or at an individually agreed time.

Statutory Representatives of the child may authorize another person of full legal age, in writing<sup>22</sup>, to take over and hand over the child being educated in the Nursery, namely in the form of a written authorization or a change in the child's profile in the respective section of MaxInfo (Child/Child detail/Add a person).

A teacher may decide not to hand over a child to the Statutory Representative or other authorized person if the teacher has a reasonable doubt about safe supervision of the child after the handover (the person is under the influence of alcohol or some other narcotic substances) or if the Statutory Representative is not allowed to collect the child (e.g. the child is in the exclusive care of the other Parent under a court ruling).

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<sup>22</sup> This power of attorney must be signed in the Nursery before a Nursery worker who must countersign the document, or the power of attorney must contain a certified signature.



If the Statutory Representative fails to collect the child within the opening hours of the Nursery, the teacher shall contact the Statutory Representative and other authorized persons by phone, inform the Head Teacher of the Nursery and the Founder, and subsequently the competent public authorities. The particular procedure to be taken if the Statutory Representative/authorized person fails to collect the child within the opening hours of the Nursery/at the agreed time:

- The teacher shall remain with the child in the Nursery (the building or garden of the Nursery). The teacher has full responsibility for the child until their handover to the authorized person.
- The Nursery teacher shall repeatedly try to contact the authorized persons by phone.
- The teacher shall inform the Head Teacher of the Nursery by phone and follow the instructions.
- If the Head Teacher of the Nursery is unavailable, the teacher shall inform the Founder by phone (776 22 44 55).
- If the Head Teacher of the Nursery and the Founder are unavailable, the Nursery teacher shall contact the Police of the Czech Republic (emergency line 158). The Police of the Czech Republic have emergency contact numbers of authorities for the social and legal protection of children, and will request the provision of urgent care of the child in accordance with Act No. 359/1999 Coll., on the social and legal protection of children, as amended.

The Statutory Representative of the child is obliged to compensate the Nursery for costs associated with securing the care of the child in such extraordinary situations.

#### **13.4 Parents' meetings**

Parents' meetings take place only exceptionally. Parents' meetings are replaced by individual meetings called "coffee breaks", during which the Statutory Representative has an opportunity to talk with the Founder, Head Teacher of the Nursery, class teacher, or other workers of the Nursery. Such meetings take place, unless the circumstances require otherwise, once in the period from September to January and once in the period from February to June of the respective year. For this purpose, Nursery staff are also available at the time of nursery events organized for children and parents (e.g. Advent workshop, Christmas party, Easter workshop, and the summer party at the end of the school year).

In any case, communication in the Nursery takes place promptly and effectively, de facto on a daily basis. The Nursery is interested in being open, including to any criticism. The Nursery is open to new ideas, observations and proposals for improvement.

#### **13.5 Meals**

Meals are provided by a professional certified company (BIONEA). This company delivers high-quality varied meals of an appropriate quantity and at a suitable temperature. The rule is to have enough vegetables, fruits, dairy products, and cereals. The menu can be viewed by the Statutory Representatives in the changing room of the nursery and is also sent to the Statutory Representatives by e-mail (MaxNews). As a matter of course, we ensure sufficient fluid intake throughout the day, namely in the

form of unsweetened children's tea, milk, and fresh water. Meals, as well as drinks to ensure children's fluid intake, are provided free of charge at the time of the agreed education of the child.

The served meals comply with the nutritional recommendations of the Ministry of Health of the Czech Republic. These recommendations amend the "Nutrition Basket", which is the only legally binding nutritional standard (see Annex No. 1 to Regulation No. 107/2005 Coll., on preschool meals).

The Statutory Representative is obliged to inform the Nursery about any food allergies or preferences of the child. As far as possible, the Nursery shall agree with the Statutory Representative on a possible modification to the menu or another suitable solution.

Involvement of children: older children bring their main course to the table, clear their dishes from the table and use a knife and fork, while younger children are guided by Nursery staff to carry out such activities adequate to their age.

The Nursery does not make it possible for Statutory Representatives to take meals home (i.e. lunches and snacks not eaten), even in their own food carriers.

## 14 Price, payment terms, and compensations

### 14.1 Price<sup>23</sup>

The Statutory Representative is obliged to make payments for the preschool education provided in the Nursery in the amount set in the current Price List of the Nursery, depending on the chosen extent of attendance and additional fees based on the child's age (hereinafter referred to as the "Fee").

When entering into the Contract, the Statutory Representative shall choose the extent of the child's attendance at the Nursery, including stating the particular days of attendance. Attendance once a week is not possible; attendance twice a week only in the morning is possible for children from 2 to 3 years of age for a transitional period of no more than 3 months from the child's attendance commencement; children below 2 years of age are not admitted. Any exceptions shall be confirmed solely by the Head Teacher of the Nursery (in writing/by e-mail) no less than 1 whole calendar month in advance. The Statutory Representative may request a change in the agreed extent of attendance no less than 1 whole calendar month in advance, always by the 25<sup>th</sup> day of the given month (i.e. by 25 September for November, for example), by an e-mail message sent to the address of the Head Teacher of the Nursery. The Head Teacher of the Nursery shall assess the proposed change and if they agree to it, they shall confirm the change to the Statutory Representative (in writing/by e-mail). In such a case, not only the attendance/extent of attendance, but also the payment for the attendance are deemed to be contractually changed.

If the child's presence in the Nursery exceeds the agreed extent of the child's attendance, the Statutory Representative of the child is obliged to pay an additional

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<sup>23</sup> The additional charge of 20% (children below 3 years of age) is charged for the last time for the month in which the child reaches the 3<sup>rd</sup> year of age. The sibling discount is 20% (always applied to the younger child.)

charge of CZK 150 for each period of 30 minutes, or a part of such a period (i.e. before 7:30 or after 13:00/15:30/17:30, for example).

The child's arrival is recorded when the child enters the premises of the Nursery. The child's departure is recorded when the child leaves the premises of the Nursery. The child's arrival to/departure from the Nursery recorded in this way is the rightful basis for charging the Fee and any additional charges under the Price List and the NR. The Statutory Representative is obliged to make sure that the arrivals and departures of the child are recorded accurately and to inform the Head Teacher of the Nursery of any discrepancy or omission of a record within five calendar days at the latest (i.e. inaccurate timings on 2 May are to be reported by 7 May). Otherwise the information is deemed correct, i.e. is based on the record made or on documents of the Nursery.

The Price List, or else the Fee and other payments set in the Price List, is always in effect for one school year. The Price List for the following school year shall be set forth by the Founder of the Nursery by 1 September of the given school year at the latest (but usually as early as in July) and be published in the premises of the Nursery, on the website, and in MaxInfo (i.e. by e-mail).

Under very exceptional circumstances the Price List may also be amended in the course of a school year on the grounds of material circumstances influencing the calculation of the Fee (e.g. inflation higher than 5%, a considerable increase in supplier prices of necessary supplies – e.g. lunches, utilities, but also taxes, if the Nursery does not get subsidies/contributions, the number of carers/teachers per child in the Nursery becomes stricter (i.e. higher), the operational, technical, construction, sanitary or other standards regulating the operation of the Nursery become stricter, etc.). The Operator is obliged to give such notification no less than 1 whole calendar month before the planned increase (i.e. by 30 November for January of the next year, for example), through MaxInfo, the Nursery noticeboard, e-mails and the website.

The Nursery may modify and reasonably alternate the services provided in the course of time, especially with regard to the season of the year or age structure of children, the offers of external contractors (e.g. open air nursery or summer/winter activities), as well as the current epidemiological situation or any other situation worth special consideration due to which such activities cannot be provided to a partial or full extent. In such cases the Nursery shall make every effort to provide an alternative activity or provide this activity beyond the scope of activity common in the period after the period when this activity could not be provided. In such a case, any financial compensation is always at the discretion of the Nursery, i.e. it is not automatic and there is no entitlement to it.

If the Parent makes use of a discount or special offer (e.g. MaxSave, MaXmas, or MaxHoliday), such discounts or special offers are subject to the timely payment of the Fee (i.e. by the 20<sup>th</sup> day of the preceding month). If the Fee has not been paid by the due date, the Operator may charge the Fee without the usually granted discount in the month for which the Fee is to be paid.

## **14.2** Fee structure:

School fee = 100% of the Fee. The other items are for free (i.e. activities, trips, lunches, snacks, drinks, etc.).<sup>24</sup> The Fee does not include: nursery children photography (once or twice a year), open air nursery MaxFlower and ski course MaxSki. These are voluntary activities where the child's attendance is up to the Parent's decision.

### 14.3 Payment terms

The Fee is due by the 20<sup>th</sup> day of the month preceding the month for which the Fee is to be paid (i.e. by 20 September for October, for example.) The Statutory Representative's obligation to pay is fulfilled in time if the full amount of the Fee, i.e. including any extra costs (e.g. additional charges for children below 2 or 3 years of age, overtime<sup>25</sup> or trial mornings) is credited to the Founder's account on the due date at the latest, regardless whether such date is a working day, weekend or public holiday. The Statutory Representative is obliged to make the payments by the due dates even if the child is absent from the Nursery. A written request from the Parent to postpone a due date may be granted by the Head Teacher of the Nursery (by e-mail no less than 2 days before the due date, i.e. by the 18<sup>th</sup> day in the month). A request to postpone a due date may only be granted once in each month, but for no more than 10 calendar days.

If payment of the Fee or its part under these NR by the Statutory Representative is delayed (hereinafter referred to as the "**Sum Due**") for more than 10 days, the Statutory Representative becomes obliged to pay a surcharge in the amount of 10% of the Sum Due for each (even only started) calendar month and to compensate the Nursery and its Founder for damage caused by the Statutory Representative's delay in fulfilling their payment obligation.

The Statutory Representative who fails to pay the Fee or make another payment in accordance with NR in a due and timely manner shall be sent a reminder by the Head Teacher of the Nursery (by e-mail to the address stated by the Statutory Representative), setting forth an alternate term for payment (but no less than 5 calendar days). If the payment is not made even within such an alternate term for payment, the Head Teacher of the Nursery may, in such a case: (i) terminate the child's attendance at the Nursery with immediate effect, or (ii) suspend the child's attendance at the Nursery until full payment, and the contractual relationship continues to exist.

### 14.4 Changing the date of commencement of Nursery attendance

If the child begins Nursery attendance before the date agreed in the Contract, the Statutory Representative becomes obliged to pay the Fee from such a date.

If the child begins Nursery attendance after the date agreed in the Contract, the Statutory Representative becomes obliged to pay the Fee as early as from the date stated in the Contract. This shall not apply to Parents who notify the Head Teacher of

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<sup>24</sup> The Fee does not include the costs of facultative activities of the Nursery, such as the open air nursery, skiing course or taking photos of children before Christmas/at the end of the school year. If a child does not participate e.g. in OAN, they may still attend the Nursery because it is open as usual.

<sup>25</sup> Unlike the nursery fee, overtime is charged retrospectively, i.e. on the basis of the actual overtime duration. E.g. overtime in September is charged in the invoice for November. The invoice is issued on 10 October and the due date is 20 October.

the Nursery of a change to the date of commencement in writing no less than 30 calendar days before the commencement date stated in the Contract; however, such notification is subject to approval by the Head Teacher of the Nursery.<sup>26</sup> An exemption from payment of the Fee, or its part, may be granted by the Head Teacher of the Nursery in an administrative procedure with regard to the social and family conditions, and with regard to the cause of later commencement of attendance (e.g. NO: foreign last-minute holiday; YES: serious injury or birth of a sibling).

An exception from the commencement of Nursery attendance may be accepted if the date of commencement of the child's Nursery attendance is delayed by the duration of existence of obstacles to the Nursery operation for reasons occurred without fault on the Nursery's part. If such obstacles occur, the Nursery will notify the Statutory Representatives as soon as becoming aware of the obstacles and if possible, will also inform them about the expected duration of such obstacles.

#### **14.5** Reservation fee

The reservation fee (hereinafter referred to as the "**Security Deposit**") amounts to CZK 10,000. The Security Deposit must be paid within 3 days from the date of the child's enrolment for preschool education in the Nursery (through online registration); if an earlier commencement of the child's attendance at the Nursery is agreed<sup>27</sup>, the Security Deposit shall be paid by the commencement of the child's attendance at the Nursery.

If an Enrolling Person decides not to commence Nursery attendance and notifies the Nursery of this fact in writing no less than 30 calendar days before the date that is agreed in the Contract as the date of commencement of the child's attendance, the full amount of the Security Deposit shall be returned to such a person within 10 calendar days from the receipt of such notification.

After expiry of the aforesaid 30-day term the Security Deposit becomes unrecoverable, unless the child duly commences preschool education in the Nursery. In such a case, the Nursery shall use the paid Security Deposit as a security that the Statutory Representative will pay the Fee and fulfil other obligations associated with the child's attendance at the Nursery.

After termination of the Contract, the Nursery shall return the Security Deposit to the Statutory Representative within 10 calendar days from the day when the Statutory Representative sends the Nursery a notice of the bank account to which the Security Deposit is to be sent + confirms any amounts underpaid or overpaid. The Nursery shall set off any amounts due from the Statutory Representative. The notice stated in this article of the NR shall be sent to: [reditel@maxikovaskolka.cz](mailto:reditel@maxikovaskolka.cz) .

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<sup>26</sup> Compensation for absence shall apply under the NR.

<sup>27</sup> E.g. on Monday the child is enrolled and commences their attendance at the Nursery as early as, e.g., on Wednesday (in the same week).

#### 14.6 Compensation for absence<sup>28</sup>

The Statutory Representative may exercise with the Founder of the Nursery an entitlement to compensation in the form of a future discount on the Fee (credit) on the following conditions:

- child's absence for no less than 14 consecutive calendar days – a credit in the amount of 25% of the monthly Fee,
- child's absence for no less than 30 consecutive calendar days – a credit in the amount of 50% of the monthly Fee,

all provided that the reason for the absence was the child's hospitalization or therapeutic/spa stay, or illness, which must be proved by a written medical report no later than upon the commencement of the child's attendance at the Nursery after such absence. All also provided that such absence was announced in advance in MaxInfo (by 18:00 on the day preceding the absence), and the Statutory Representative has paid the Fee for the period of the child's absence in a due and timely manner and does not owe any other amounts to the Founder. Compensations are always provided retrospectively.

Exceptions and reservations:

- a credit may be used in MaxInfo in relation to subsequent invoices, but no later than by the end of the school year in which absence occurred, otherwise the credit expires;
- a credit expires upon the expiry of the contractual relationship;
- a credit shall not be paid out in cash;
- Christmas holidays are not included;
- an entitlement to a credit in the amount of 50% may only arise once per school year;

Compensation of one day for another day is not available.

#### 14.7 Restriction/suspension/prohibition/closure of the operation of the Nursery

If the operation of the whole Nursery is restricted, suspended, prohibited or closed (e.g. by government measures, quarantine or force majeure) for no less than 10 working days in a row, no Fee shall be charged to the Parent for such period. However, during such period the Nursery shall charge the so-called Distance Fee in the amount of no more than 80% of the last charged Fee (or its proportionate part – based on calendar days), but no less than CZK 10,000/month. A lower percentage rate is not excluded, but is fully at the discretion of the Founder.

If the operation of a part of the Nursery (e.g. one department or one class) is restricted, suspended, prohibited or closed due to quarantine for no less than 10 working days in a row, the Parents of the children of such part/class are entitled to compensation for

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<sup>28</sup> This article of the NR does not apply in the period from the date of giving a notice of termination.

absence in the form of a discount on the Fee for the following period, in the amount of 1/40 (one fortieth) of the monthly Fee for each working day of absence due to such restriction, suspension, prohibition or closure of the part of the Nursery<sup>29</sup>.

#### **14.8 Maintenance fee**

In the event of a long-term (i.e. no less than 30 calendar days) and planned absence of the child from the Nursery, the Statutory Representative shall not be charged the Fee, provided that such absence is announced at least 2 whole calendar months in advance, but always by the 25<sup>th</sup> day in a month by an e-mail message sent to the address: [reditel@maxikovaskolka.cz](mailto:reditel@maxikovaskolka.cz) (i.e. the announcement must be made by 25 April if the attendance is to be suspended from 1 July to 31 July). The maintenance fee may not be applied to more than one month in a school year (1 September to 31 August). The maintenance fee amounts to CZK 7,500 per calendar month. The maintenance fee cannot be demanded during the last 2 months of the contractual relationship.

### **15 Handling the property of the Nursery**

Each worker of the Nursery is obliged to protect the property of the Nursery from damage, destruction or misuse, to handle the material equipment of the Nursery with care, not to waste materials, to sort waste, and to keep all premises of the Nursery in order.

Children are guided by teachers and other staff of the Nursery to protect the property of the Nursery. Children are guided to handle materials and items with care as part of the development of competences. Each class has rules of conduct that have been agreed and with which the Statutory Representatives have also been acquainted.

If any property of the Nursery is damaged by a child as a consequence of their failure to comply with the rules, the child is guided to resolve or rectify the situation. If they cannot handle the situation themselves or with the aid of Nursery staff, the solution and rectification shall be arranged by the Statutory Representatives of the child at the request of a teacher of the Nursery.

In certain cases of property damage (in particular, as a consequence of a repeated breach of the agreed rules by a child, or the intentional damage or destruction of the Nursery's devices or equipment), the incurred damage shall be discussed with the Parents (Statutory Representative of the child), who are obliged to arrange for the repair or otherwise compensate the incurred damage.

Parents shall put the personal belongings of children solely in the places intended for this purpose.

Statutory Representatives and authorized persons are obliged to handle the property and equipment of the Nursery with care, guide their child to do so as well, and supervise their child adequately at the time of their arrival at the Nursery and departure from the Nursery. If these obligations are breached, the Statutory Representative is responsible for the incurred damage. If the Statutory Representative becomes aware of the damage or theft of Nursery property, they shall report it to Nursery staff without undue delay.

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<sup>29</sup> This does not apply to working days that are marked red in the Nursery Year Plan (e.g. working days between Christmas and New Year) or days declared by the Head Teacher of the Nursery as a holiday.

## 16 Personal data

The Parent is informed and takes note that Mateřská škola Maxík – jazyková škola a jesle, s.r.o. is the personal data controller in accordance with legal regulations on personal data protection (hereinafter referred to as the “**Controller**”). The Statutory Representative takes note that the personal data of their minor child, the Parent, or person authorized by the Parent shall be processed in accordance with legal regulations on personal data protection for the purpose of fulfilling the obligations arising from the Contract and obligations arising from the receipt of national or European grants, or from legal regulations, for a necessary time, either by the Controller or by the following processors:

- **UOL Účetnictví Praha s.r.o.**, registered office: Pekařská 695/10a, Jinonice, 155 00, Prague 5, ID No.: 248 40 572, VAT ID No.: CZ 284 40 572, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 179275.
- **Domicilium, z.s.**, ID No.: 048 16 650, registered office: Rybná 24, 110 00, Prague 1.
- **Mateřská škola Maxík – jazyková škola a jesle, s.r.o.**, ID No.: 041 94 896, registered office: U Jezera 34, 155 00, Prague 13.
- **Advokátní kancelář CHYTRÝ, VALTROVÁ & partneři, s.r.o.**, ID No.: 272 12 131, registered office: Malátova 633/12, Prague 5, 150 00, this law firm is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 197212.
- **Advokátní kancelář Petrásek & Slepíčka s.r.o.**, ID No.: 247 13 414, registered office: Palackého 715/15, Prague 1, this law firm is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 235691.
- **Bc. Jana Fišerová**, ID No.: 040 30 371, registered office: Žufanova 1099/2, Prague 6;
- **Bionea – zařízení školního stravování s.r.o.**, Prague 6 – Přední Kopanina, K Tuchoměřicům 5, postal code 164 00
- **Cluedin s.r.o.**, ID No.: 091 63 921, registered office: Konviktská 952/8, 110 00 Prague 1, this company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 331943.
- **Daňová a účetní kancelář, s.r.o.**, ID No.: 250 77 210, registered office: Olšanská 55/5, 130 00 Prague, this company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 47675.
- Ing. Arch. MgA. Ondřej Kamenický, certified architect and designer, No. 3485
- **moje it s.r.o.**, ID No.: 282 28 189, registered office: Vršovická 1525/1D, Prague 101 00, this company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 133832;
- **New Logic Studio s.r.o.**, ID No.: 242 02 207, registered office: Táboritská 880/14, 130 00 Prague 3, this company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 188194;
- **Worklife Agency s.r.o.**, ID No.: 030 59 472, registered office: Strakonická 1424/21, Smíchov, 150 00 Prague 5, this company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 227124;
- **Kateřina Bonušová**, ID No.: 031 56 273, Trávníčková 1766/9, Prague 5.



- **GDPR solutions, a.s.**, ID No.: 061 00 091, registered office: Opletalova 921/6, 110 00, Prague 1.
- **Věra Bačíková – BOZP, PO, HACCP, s.r.o.**, registered office: U Pivovarské zahrady 16, 400 07, Ústí nad Labem, ID No.: 078 04 7762.
- **Ministry of Education, Youth and Sports of the Czech Republic, Ministry of Labour and Social Affairs of the Czech Republic, MHP, State Labour Inspection Office, Office for Personal Data Protection.**

The Statutory Representative gives Mateřská škola Maxík – jazyková škola a jesle, s.r.o. consent to make (incl. through a third party, i.e. professional photographer) audio and visual recordings of the child for the purposes of use for public presentation of the Nursery, or for the purposes of presenting activities run by the Nursery (e.g. the social network Facebook, annual reports of the Nursery, advertising leaflets and other printed materials – MaxNews, Maxíkovy noviny, etc.) for up to 10 years after the end of the contractual relationship.<sup>30</sup>

For the sake of greater safety for the children and protection of the property of the Nursery, the Nursery may use a camera system. Recordings are archived for 7 days; afterwards they are deleted.

The Statutory Representative takes note that the Nursery uses a chip-based attendance system and agrees that Mateřská škola Maxík – jazyková škola a jesle, s.r.o. may process personal data about the child to the extent necessary to keep records of attendance at the Nursery.

The Statutory Representative also takes note that they have been informed about their rights to:

- withdraw this consent at any time by sending a letter or e-mail message to the Founder;
- request from the Founder the information as to what personal data they process (hereinafter referred to as the “**Processed Personal Data**”);
- request the erasure of Processed Personal Data;
- lodge a complaint with the Office for Personal Data Protection (in Czech: *Úřad na ochranu osobních údajů*);
- request from the Founder access to and the rectification or erasure of Processed Personal Data, or the restriction of their processing, and to object to such processing.

## 17 Note/explanation/supplementation

MaxInfo: the client receives access details in electronic form when enrolling their child for preschool education in the Nursery. The access details are the login email + unique password. The password is only known to the Statutory Representative and the Head Teacher of the Nursery + the Founder. The password may be changed at the request of the Statutory Representative. Such change is free of charge. The password must contain: at least one lower

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<sup>30</sup> If the Statutory Representative does not give consent to this, our Nursery is ready, if requested by the Statutory Representative, to offer a compromise fully reflecting the wishes of the Statutory Representative.

case letter, at least one upper case letter, and at least one digit; the minimum number of characters is eight.

Any backdated "termination notice" that is not duly delivered according to the NR shall be ignored. Changing-room boxes are not intended for the delivery of a letter; neither cleaners nor any other staff of the Nursery, except for the Head Teacher of the Nursery and the Executive Officer of the Founder, are authorized to take delivery of letters for the Founder. The contractual relationship also cannot be terminated by oral or e-mail communication (except in cases of express agreement between the Statutory Representative and the Founder).

An application for the suspension or termination of attendance is not a notice to terminate the contractual relationship.

If the Contract on the Child's Nursery Attendance is signed by mother on behalf of the child, she automatically authorizes the father to collect the child/receive information about the child. However, the contractual relationship may only be amended or terminated by the mother (unless the mother authorizes the father in writing for such purpose, or unless the father has signed the Contract as well).

A Contract for a definite period of time may be made at the express request of the Statutory Representative. The Contract is automatically made for an indefinite period of time with a 2-month notice.

Information of any nature is provided to Statutory Representatives by the Nursery within the statutory term of 30 days. However, as a rule, the Head Teacher of the Nursery/Founder tries to accommodate the needs of Statutory Representatives and provide them with requested information within a shorter term.

Decisions in collective matters, even though taken with an individual approach, are identical. Everyone has the same rights and obligations, the Nursery treats everyone equally. The Nursery shall not make different decisions in the same cases. The Nursery rejects any discrimination. Arguments like "we have been with you for 4 years already", "this is now our third child that has gone to your nursery", or "we pay you so much money" are not relevant to the Nursery. Our Nursery has set equal conditions for everyone alike.

Structure of the contractual documentation: Contract ► Nursery Rules ► Price List + Nursery Year Plan + Activities + Operation Rules of the Garden + Rules of the Meal Serving Room and Canteen + MaxManual.

The premises of the Nursery are occasionally visited by Maxík. Maxík is a dog (a Yorkshire terrier). He is the same age as our nursery. He visits the nursery accompanied by the Executive Officer of the Founder and does not take part in the nursery's activities (except for open air nursery).

If there is any discrepancy between the Czech and English versions of the NR, the NR in Czech shall prevail.

## **18 Compliance with the NR**

The NR are binding on all staff of the Nursery, all children attending the Nursery, and their Statutory Representatives or the representatives they have designated.

The NR may also be updated in the course of a school year and enter into effect other than from 1 September of the respective year. Such an update may be done under exceptional circumstances, and is to be decided on by the Founder of the Nursery together with the Head

Teacher of the Nursery. The publishing/effectiveness of an updated NR, if the circumstances allow, is at least 1 whole calendar month in advance. Statutory Representatives shall be notified of NR updates through the Nursery website, MaxInfo, e-mails, and the Nursery noticeboard.

Statutory Representatives are obliged to continuously monitor Nursery news posted on the information noticeboard in the Nursery and Nursery announcements published in MaxInfo (incl. MaxNews history).

A Confirmation of the Amount of Expenses for a Child's Nursery Placement – for the purposes of a tax relief (*in Czech: školkovné*) (hereinafter referred to as the “**Confirmation**”) is available for parents in MaxInfo/Documents throughout the duration of the contractual relationship. The Confirmation is also sent to the Parent in electronic form at the end of the contractual relationship. The Confirmation meets all statutory requirements. The Parent shall print and fill out the Confirmation as needed, keeping in mind that, for these purposes, any amount exceeding the minimum wage set forth for the given calendar year is irrelevant (16,200 CZK for 2022). A written copy of this confirmation is issued by the Nursery within 30 calendar days at the latest upon written application submitted by an authorized person.

Decisions of the Head Teacher of the Nursery stated above may be replaced by decisions of the Founder of the Nursery.

## 19 Conclusion

Ref.: 072023-MJ/JF/001/PT/cze-A10

Approved by: Head Teacher of the Nursery

Discussed at a meeting on 31 July 2023

Published on: 31 July 2023

Published on: MaxInfo, Nursery noticeboard, Nursery website, e-mails to Statutory Representatives

The NR come into force: 1 August 2023

The NR come into effect: 1 September 2023

## 20 Abbreviations

MH = Ministry of Health of the Czech Republic

MEYS = Ministry of Education, Youth and Sports of the Czech Republic

OAN = open air nursery

NEP = Nursery Education Programme

SC = skiing course

NR = Nursery Rules

RPHA = Regional Public Health Authority

FEP = Framework Education Programme

ICT = information and communications technology, and digital literacy

MTU = Masaryk's Technical University

DNL = different native language

NIFE = National Institute for Further Education

OHS = occupational health and safety