

Operating Rules of Nursery MOTÝL – BUTTERFLY – Version No. 5

Article I. - Introductory Provisions

These Nursery school Operating Rules (hereafter referred to as OR) describe the operation and conditions of use for Nursery school MOTÝL - BUTTERFLY (hereafter referred to as the Nursery) located on the premises of the guest-house of the Biology Centre ASCR, at Branišovská 1716/31c, České Budějovice. The Provider of the Nursery is the Biology Centre ASCR, with its registered office at Branišovská 1160/31, 370 05 České Budějovice, ID.No. 60077344 (hereafter referred to as the Provider). The Nursery operation started on November 11, 2013.

Article II. - Operation of the Nursery

1. The fundamental principle of establishing the Nursery is to provide childcare for employees of the Biology Centre ASCR, (hereafter referred to as BC) and the University of South Bohemia in České Budějovice (hereafter referred to as USB). Conditions of acceptance of the children of USB employees are given in the Partnership Agreement.
2. The Nursery has the capacity to care for 12 children.
3. The Nursery is a facility for regular attendance by children of the age of one year to the age of school attendance. The conditions of attendance are specified in the agreement between the BC and the legal representative of the child. Occasional babysitting in the Nursery is possible, in exceptional cases, when capacity allows.
4. The Nursery is open every working day from 7:30 till 16:30. The day is divided into morning (7:30 to 12:00) and afternoon (12:00 - 16:30). The child can be placed in the Nursery for the whole day, the morning only, or the afternoon only.
5. The services of childcare in the Nursery Motyl is provided with a partial payment of costs based on the current price list approved by the BC director.
6. Possible injuries and other damages caused either while the child is in the Nursery or during official Nursery events are covered by the Provider's liability insurance, contract No. [2732901587](#) from 5. 2. 2018 with UNIQUA pojišťovna, a.s. (Incl. Amendment No. 1 from 5. 2. 2018 and Amendment No. 2 from 9. 12. 2019)
7. The Nursery staff consists of a Nursery head teacher and Nursery teachers with education in one of the following areas: kindergarten or primary school education, nursing or medical assistance, social work, or training as a nanny or governess with other professional qualifications according to Act No.18/2004 Coll. The Nursery head teacher is responsible for all activities related to the operation of the Nursery, including keeping records associated with attendance of children and operational requirements, including compliance with Nursery OR and other regulations. Organizationally the Nursery and its staff are subordinate to the Operation Department of the Service Unit of the Provider. The direct supervisor of the Nursery head teacher is the Head of the Operation Department.

Article III. - Price for the Child's Stay in the Nursery

The price for childcare in the Nursery is governed by the valid Nursery Price List, which can be found in Annex 2 of the Agreement of Providing Child's Care Services in the Nursery Motýl. Prices may be changed only after the decision of the Director of the Provider and parents must be notified of the change at least one month before the decision enters into force.

Article IV. - Acceptance of a Child into the Nursery

1. The Board of Director will decide about the admission of children to Nursery. The decision will be based on the list of applicants and the recommendation submitted by the nursery-school commission. The members of this committee will be named by the Director of the Provider. The Committee is governed by the valid Admission procedure criteria (Annex No. 1 of the OR).
2. Before the child is accepted into the Nursery, the parent, as the legal representative of the child, who is older than 18 years of age (hereafter referred to as the Parent), is obliged to complete the Registration Card of the Child and submit it together with the other required documents to the Head of the Nursery. Obligatory annexes are: Medical Certificate of the child's eligibility for attendance at the Nursery and a Certificate of Vaccination according to the applicable regulations of the Czech Republic, Consent to the Publication of Photographs and other Media Recordings, food manipulation agreement. The Parent is furthermore obliged to sign an agreement to regular services of the Nursery and to familiarize themselves with the Nursery OR and accept its terms and conditions in writing. The Parent is obliged to complete the Registration Card as required and submit the phone numbers of two legal representatives (or a person authorized by a legal representative) who will be available by telephone constantly during the child's stay in the Nursery. All information provided will be protected in accordance with the provisions of Act No. 110/2019 Coll., the Czech Personal Data Protection Act, as amended, and will be used only for Nursery-related purposes. The Parent is obliged to register the child during each visit (on arrival and departure) to the Nursery in accordance with the Nursery teacher's instructions; thereby the Parent confirms the delivery and acceptance of the child. The Parent is obliged to submit any information which might be of importance to the child's stay in the Nursery on the Registration Card during the next visit to the Nursery.
3. The acceptance of a child into the Nursery is rejected:
 1. if the Parent of the child or the child do not match the acceptance criteria,
 2. if the Nursery is filled to capacity,
 3. if the Parent of the child provides false or incomplete information.
4. Termination of placement of the child in the Nursery:
 1. The termination of the agreement for childcare services in the Nursery occurs when the period for which the agreement was concluded expires or upon mutual agreement.
5. Withdrawal from the agreement:
 1. The Provider may withdraw from the agreement if the Parent of a child seriously or repeatedly breaks the Nursery OR.
 2. The Provider may withdraw from the agreement if the specific needs of the child are beyond the capabilities of the Provider (e.g. child is chronically ill or requires services beyond the capabilities of the Nursery).
 3. The Provider may withdraw from the agreement in the event of termination or completion of the employment relationship between the Parent and the Provider of the Nursery or between the Parent and the USB.
6. At the time of the child's delivery to the Nursery, the Parent is obliged to provide meals for his/her child for the duration of its stay (see Article V/5), as well as the personal accessories of a child (particularly spare clothes and slippers, and in the case of smaller children diapers and sanitary napkins), to the Nursery governess. All items must be labelled with the child's name. In the event that these items are not provided in sufficient quantities, the Nursery governess is

entitled to refuse the acceptance of a child or arrange a shorter stay. In addition, the Parent is obliged to inform the Nursery governess of any special requirements regarding the child's care. The governess is not obliged to accept them. The parents have to be informed about the rejection of their request.

7. It is strictly prohibited to bring things, objects or substances that could endanger the life or health of children, especially animals, irritant chemicals, fireworks, weapons, matches, lighters, sharp objects (needles, pins, etc.), but also inappropriate toys, to the Nursery. On Nursery premises the Parent is only allowed to bring toys that comply with all relevant standards, in particular technical and security ČSN EN standards. The Provider is not responsible for these toys. In addition, children must not have candy, chewing gum, or other goodies and valuables during their stay in the Nursery. It is possible to store the child's stroller in a reserved area during the child's stay in the Nursery.

Article V. - Child's stay in the Nursery

1. The minimum period of time for a child's stay in the Nursery is 3 hours in the morning or 3 hours in the afternoon.
2. The maximum period of time for a child's stay in the Nursery is 9 hours, according to the operating time specified in Article II, section 4 of these OR.
3. The Nursery is not an educational facility; its purpose is babysitting. Nevertheless the children will be involved in activities focused on the development of fundamental competencies through a variety of educational programs based on a pre-prepared framework plan (Annex No. 2 of the OR), according to the capabilities of the Nursery.
4. During a child's stay all the rules of hygiene and care are respected and provided in accordance with specific requirements for the child's care, which the Parent must provide in the Registration Card and that are acceptable by the Nursery head teacher. The Parent of a child who learns to walk without diapers must leave diapers in the Nursery in order to ensure their child's safety and for hygienic reasons. Used diapers are taken away and disposed by parents.
5. The meals for children are provided via self-delivery by the Parent. Snacks are prepared by Nursery staff. Water and children's tea are available for all children during their stay in the Nursery.
6. In the case of sudden incapacitation of a child (eg. nausea) or in the event of an accident, proper care and help to the child will be ensured by the Nursery staff; the child's parents will be contacted immediately at the number provided in the Registration Card. The Parent is obliged to pick up the child as soon as possible.
7. A child must be healthy to be accepted into the Nursery. The Parent must not bring their child to the Nursery when the child has been excluded from social contact by a pediatrician, or when the child suffers from infectious diseases. Nursery staff have the right to require from parents a medical certificate verifying the end of any illness and confirming that the child may return to the group of children (for infectious diseases a doctor certificate is required; for a common disease a statutory declaration is required). In case of any doubt about the child's health condition the Provider reserves the right to refuse a child's acceptance into the Nursery. The head teacher of the Nursery will decide whether or not it is possible to accept a child into the Nursery.

8. The Provider is entitled to exclude the child from the Nursery if the child is uncontrollable (e.g. the child threatens other children or hurts them or themselves, etc.). Exclusion of a child from the Nursery means that the Nursery governess calls the child's parents to come immediately to the Nursery and take care of the child themselves. At the same time the incident will be recorded in the Registration Card. A child who is repeatedly excluded from the Nursery for uncontrolled behavior might be excluded permanently (see Article IV. section 5 of these OR). The Director of the Provider decides upon the child's permanent exclusion on the recommendation of the Committee for Operation of the Nursery and on the recommendation of the Nursery head teacher.
9. If a child is unable to adapt to the Nursery environment, the Nursery governess will contact the Parent immediately. If necessary, the child will be returned to its Parent. In this case, the Provider will not require payment for the child's stay in the Nursery for that day.
10. The Parent is obliged to follow the Nursery OR while on the premises of the Nursery. The child's Parent must also comply with the rules of decency and mutual respect in mutual contact with Nursery staff, with other children attending the Nursery, and with other Parents.
11. The Nursery staff has been trained in the field of OSH and FP to ensure the safety of children while they are on the premises of the Nursery or off the premises of the Nursery. It is strictly prohibited to smoke or abuse any substance while on or near the premises of the Nursery.
12. The park areas near the Nursery and other appropriate outdoor spaces are used by children staying at the Nursery. Particularly strong wind, rain, fog, pollution, or excessively low or high temperatures may prevent the children's being brought outside.
13. The Parent should provide notification of their child's absence to the Nursery head teacher (or Nursery teacher), no later than 3:00 pm on the day previous to an expected absence, or in unexpected cases 8:00 am the day of an absence, via telephone or e-mail, to report the approximate duration of the child's absence. An absence of longer than 6 working days without Parental notification is considered a violation of Nursery OR and can lead to the child's permanent exclusion from the Nursery.

Article VI. - Receipt of a Child

1. Parents are obliged to confirm the transfer and collection of the child in the electronic attendance system. The child will be returned only to the Parent or to an adult authorized by the Parent. This fact must be recorded in advance in the Registration Card of the child or confirmed by a notice of power of attorney, which the Parent must personally deliver in advance to the Nursery. Receipt of a child at the Nursery and their return according to the provisions above are exclusive rights of the Nursery head teacher and the Nursery teacher.
2. The Parent is obliged to pick up their child before the end of Nursery opening hours. In the case that the Parent will not pick up the child by the end of Nursery opening hours, the child will be placed in home-care until the arrival of the Parent, who will be informed about the child's location. If the Parents cannot be contacted, the Provider reserves the right to file a report with the Police of the Czech Republic. For each additional hour of home-care the Parent will be charged at a rate of 500, - CZK (five-hundred Czech crowns)/hour, as well as all reasonable expenses related to the transfer of the child to home-care. If the child's Parents are unable to consistently retrieve their child within Nursery opening hours, this may lead to the child's permanent exclusion from the Nursery.

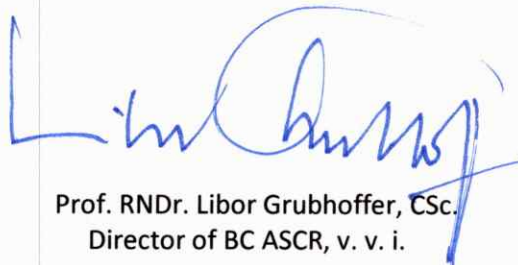
Article VII. - Other Provisions

1. Housekeeping is provided as follows:
 - Mopping floors, vacuuming carpets, dusting, washing and sanitation, trash liquidation – daily
 - Washing doors and washable walls – once a month
 - Washing windows – once a year
 - Waste is sorted in the DS
2. Handling the linen
 - Changing the bedding – once in 3 weeks or as required
 - Changing the towels – once a week
 - Clean and used towels and bedding are stored separately; used towels and bedding are stored in a dedicated space away from children.

Article VIII. – Final Provisions

1. These Nursery OR do not affect any rights and obligations arising from valid legal regulations.
2. The Provider is entitled to amend or modify these Nursery OR unilaterally. The Provider is obliged to immediately inform Parents of any changes.
3. The official version of these Nursery OR is published on the premises of the Nursery.
4. These OR are valid and effective from 1. 9. 2022. Hereby the OR from 27. 5. 2019 have been canceled.

České Budějovice, 18. 7. 2022


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Annexes:

No. 1: Valid Admission procedure of Children in Nursery school Motýl

No. 2: Child care and education plan from 18. 7. 2022

