

Statute of Non-public Nursery

Konik na biegunach

Wrocław, ul. Ołtaszyńska 8

CHAPTER I

General provisions

§ 1

1. This statute defines principles of functioning, tasks and targets of the facility, which is a non-public nursery, hereinafter referred to as nursery, whose full name is: Konik na biegunach Anna Matak.
2. The nursery operates as a sole proprietorship of a natural person.
3. The seat of the nursery is: 53-010 Wrocław, ul. Ołtaszyńska 8.

§ 2

The nursery functions on the basis of:

1. The act of Parliament of April 4, 2011 regarding care for children under the age of 3 (Dz. U. 2011 nr 45, poz.235),
2. The Ordinance of the Minister of Labour and Social Policy of March 25, 2011 regarding programs of training courses for nursery and playhouse babysitter, volunteer and daily guardian (Dz.U. 2011 nr 69, poz. 368). .
3. The Ordinance of the Minister of Labour and Social Policy of March 25, 2011 regarding sanitary and premises requirements with respect to nurseries and playhouses (Dz. U. 2011 nr 69, poz.367).
4. The act of Parliament of January 16, 1982. The Teacher`s Charter (consolidated text – Dz. U. Nr 97 z 2006r. poz. 674 with later amendments) regarding non-public facilities
5. This statute.

CHAPTER II

Nursery tasks and targets

§ 3

The nursery realizes tasks and targets issuing from the regulations of the act, in particular:

1. takes care for health and proper physical development of children through nursing, forming habits of daily hygiene and teaching all-purpose activities,
2. supports individual development and child`s early education, in case of handicapped children respecting particular form of disability and needs declared by parents (legal guardians),
3. ensures care, education in the atmosphere of acceptance and safety,
4. takes care for child`s mental development, forming child`s orientation, basic proportions of size, time and space, development of thinking, speech and learning about surrounding environment and nature,
5. shapes social attitudes through teaching children harmonious co-existence and interaction in the group of age-mates, awakening and developing feeling of attachment and kindness,
6. develops imagination and aesthetic sensitivity of children, develops individual talents through various forms of technical and artistic activities as well as individual care for aesthetics of environment,
7. supplies children with psychological and pedagogical help,
8. cooperates with parents/legal guardians supplying them with advice and supporting educational activities:
 - helps to recognize child`s developmental abilities and to undertake early intervention of a specialist,
 - delivers true information concerning child`s progress, their behaviour and development,
 - agrees together with parents on directions and scope of tutelary and educational tasks, which are realized in the nursery.
9. ensures proper nourishment for children and adherence to the principles of hygiene.

§ 4

Tasks issuing from the aforementioned targets are accomplished within the following areas:

1. ensuring care and supporting child development in a friendly, safe and healthy environment,
2. developing and supporting individual potential of each child,

3. respecting individual needs of the child, caring about ensuring equal opportunities, strengthening self-confidence and abilities to achieve success,
4. creating conditions for development of independence, pursuing their aims, taking responsibility for themselves and for the closest environment,
5. developing moral sensitivity,
6. shaping abilities for observation, facilitating understanding phenomena occurring in the natural, social, cultural and technological environment,
7. awakening cognitive curiosity, encouraging for researching activity and expressing their own thoughts and experiences,
8. developing aesthetic sensitivity, creating conditions for imagination development, phantasy and artistic, musical, motor, theatrical expression
9. ensuring conditions for harmonious physical, emotional development, safe conduct and pro-health behaviour.

Tasks and targets are accomplished in accordance with the Montessori method principles and learning through playing – the Klanza method.

The Montessori method is based on respecting natural individuality of each child in terms of their physical, mental, spiritual and emotional development and directing the child towards comprehensive growth.

The target of this method is to help the child with:

- ❖ developing independence and self-confidence,
- ❖ working out respect for labour and order,
- ❖ working out passion for silence and for individual and group work in this atmosphere,
- ❖ achieving long lasting focus on the the actually performed task,
- ❖ working out the essentials of obedience based on self-control
- ❖ being independent from reward
- ❖ forming the basics of mutual help without competition
- ❖ respect for work of others
- ❖ developing individual talents and and skills of cooperation
- ❖ achieving spontaneous self-discipline issuing from child`s obedience

Aims of the Montessori pedagogy:

- ✓ learning through acting:
children achieve knowledge and practical skills through their own activity in a well-thought-out pedagogic environment in cooperation with teachers,
- ✓ self-reliance:

children choose spontaneously kind, place and form of work (individual or with a partner) with observance of social rules. They develop individual talents and learn real appraisal of their own skills,

✓ concentration:

children exercise accuracy and persistence at accomplishing specific tasks,

✓ lessons of silence:

children learn to cooperate during silent individual and group activities,

✓ order

children achieve ability to observe principles of order in their environment and action,

✓ social rules:

children of various age (three years) are joined in groups, it facilitates exchange of talents and skills. Children learn to observe rules: do not hurt, do not destroy, do not interrupt,

✓ observation:

is the key of adults to meet child's world. Teacher watches progress and difficulties of a child with respect and attention,

✓ individual course of each child development:

child is warmly greeted, they find attention and individual care of a teacher. The child works with their own tempo and abilities, undertaking tasks which they are ready to accomplish.

Children possess inborn eagerness to learn and learning do not tire them but rather amuses them and makes them happy. Accomplishment of purposeful tasks by a child supervised by an adult, leads to development of their concentration and self-discipline.

§ 5

While satisfying child's needs the facility follows in particular:

1. child's good,
2. the need to equalize developmental deficiencies,
3. the necessity to support child development through facilitating education, development of interests and individualization of pedagogic influence.

CHAPTER III

Nursery authorities

§ 6

The authorities of the nursery are:

1. Founder (owner) – natural person.
2. Director of the nursery.

Tasks of the founder (owner) and the director are specified in detail in the nursery rules.

CHAPTER IV

Nursing children, meals and rest

§ 7

1. Child can be enrolled to the Non-public Nursery KONIK NA BIEGUNACH in A, B or C fee options:

A- up to 10 hours daily (full time)

B- up to 8 hours daily

C- up to 6 hours daily

D -other

Meals

The child eats food offered by a catering company or food delivered by parents. Fees for meals are based on the contract with the company.

Following the offer of the catering company, we propose children three meals everyday:

breakfast, dinner (a soup and a second dish), afternoon snack, beverages

Serving food in the nursery – children eat meals in playrooms.

The group of infants gets their meals according to their individual needs.

Fees for nourishment – details are included in § 20

Rest

Infants take rest according to their own schedule in a separate sleeping room. Each child has labelled sleeping equipment (deck chair, bed, closet for bedding). Bedding is washed by parents.

§ 8

1. Educational year in nursery begins on September 1st and ends on August 31st the following year.

2. The nursery functions for 12 months a year, except for Saturdays, bank holidays, holidays and a week or 2 (5-10 working days) break in one summer month (June or July or August) destined for nursery remodelling.

3. The break for technical works is planned for 5 – 10 working days and it is included in the contract or ordered by the director or owner of the facility at least 2 months in advance. The contract may contain a clause regarding the break. The order containing the term of the break is delivered to parents personally or announced on the notice-board in the facility (also sent via email). The fee for the break one week is 100% of the fixed amount. In case 2 week break 80% of fixed amount.

3. The nursery delivers daily care from Monday to Friday, from 7.00am to 5.30pm.

§ 9

Duration of particular activities with children should be adjusted to developmental abilities of pupils and is about 10-45 minutes.

§ 10

Working period of the nursery is determined each year by the director of the facility and agreed with the founder/owner.

§ 11

1. The facility ensures the enrolled children possibility to participate in additional activities during their stay in the nursery according to declarations and expectations of the parents and according to children developmental abilities.

2. An offer with additional activities, their duration and the monthly schedule is determined and presented to parents by the facility director.

3. The facility can broaden the offer of nursing, educational and recreational services depending on the environmental needs and its organizational and infrastructural capabilities.

4. The nursery can cooperate with other cultural and educational facilities in order to realize additional educational and cultural forms.

§ 12

1. Everyday work organization of the nursery is defined in a frame daily schedule determined by the facility director, with respect to principles of health protection and working hygiene and with respect to parents expectations.
2. The director may, in particular cases, change the daily schedule (ex.: trip, excursion, festivity).

§ 13

1. In order to realize statutory aims of the nursery the facility possess:
an educational room, bedroom, toilet for children and adults, cloakroom for children,
a break room, partially covered terrace, playground in an enclosed garden.

CHAPTER V

Parents (legal guardians) and pupils of the nursery

§ 14

1. Parents/Legal Guardians have right to:
 - a) know assumptions and tasks issuing from realization of the nursery educational program and the nursery development program,
 - b) obtain from the nursery guardian true information about development of their child, educational progress and presented social attitudes,
 - c) obtain from the nursery guardians advice and tips regarding causes of educational difficulties and methods of support for their children,
 - d) obtain pedagogic, psychological and other assistance according to their needs and capacities of the nursery,
 - e) enrich ceremonies and customs in the nursery based on traditions of the local environment and region,
 - f) participate in joint meetings during celebrations in the nursery, feasts, trips, excursions and other events
 - g) express opinions about nourishment, rest, play and games organization and about the level of additional activities,
 - h) come forward to the director with own suggestions regarding additional activities and additional nursing, educational and recreational services,
 - i) insure their children against accidents via the facility and bearing costs of this insurance,

j) choose additional activities and proposed activities which are offered in another, broad nursing offer,

2. Parents (legal guardians) are obliged to:

a) observe provisions of the contract with the nursery and resolutions of the nursery statute,

b) cooperate closely with the guardian leading the group in order to unify educational influence and settle the way of individual development,

c) bring and receive the child from the facility by the parents or by a person authorized by them in writing (a written authorization with name, surname, ID number and parent signature is required); while receiving child the authorized person is obliged to present ID; parents (legal guardians) take over full legal responsibility for the safety of the child being received by the authorized person,

d) bring to the nursery only healthy children and at the request of the director or the guardian present medical certificate confirming that the child is healthy and they can stay at the nursery,

e) inform about causes of child absence in the nursery and notify immediately about food poisoning and infectious diseases as well as report to the guardian child's physical and mental indispositions,

f) participate in meetings and other forms of cooperation of the nursery and child's family in order to ensure proper information flow and working out joint educational actions,

g) notify the guardian immediately after changing their address and contact telephone number,

h) keep up to date with the information presented on the notice-board and on the web page of the nursery,

i) pay the tuition fee and additional fees for selected activities timely according to the civil law contract signed with the facility director,

j) supply the child with appropriate clothes and shoes ensuring comfort and safety during play, education and outdoors, regardless of weather conditions as well as changing clothes in case of "physiological problems",

k) supply the child with disposable nappies, wet tissues, dummies, bottles, feeding accessories like pots, spoons or modified milk in case it is required by the age and actual needs of the child,

l) receive the child within the nursery working hours or bear costs of child`s stay after working hours according to the rate determined by the facility director, specified in the additional nursing offer.

§ 15

1. The nursery is attended by children aged from 20 weeks to 3 years.

2. Children possess all rights issuing from Convention on the Rights of the Child and in particular they have right to: properly organized educational care process that respects principles of the mental work hygiene:

a) acceptance as they are

b) protection against any forms of physical and mental violence or negligence from the part of adults,

c) being respected in terms of dignity and private property,

d) individual process and individual development pace,

e) play and choice of company for playing,

f) active shaping of social contacts and receiving assistance in this matter,

g) friendliness and being treated as a subject in didactic and educational process,

i) diversified, reach in stimuli environment susceptible to creative process

j) help and protection at overcoming unpleasant and painful events from the past.

§ 16

1. It is forbidden to practise any medical treatment with the child in the nursery without permission of parents apart from urgent, life-saving cases.

2. It is forbidden to give the child any medicines unless these are medicines sustaining bodily functions. If necessary child`s parents are obliged to deliver a written request to the facility director for permission to give medicines. After the permission is granted the medicines can be given to the child.

CHAPTER VI

Principles of recruitment and removing the child from the list of pupils

§ 17

Principles of admission to the nursery:

I. Within services co-financed by the Community of Wrocław

- a) children aged from 20 weeks to 3 years are admitted,
- b) children are admitted according to the conditions specified by the Community of Wrocław.

II. Within commercial services:

- a) children aged from 20 weeks to 3 years are admitted,
- b) admission takes place according to the order of applications,
- c) the basis for enrolling the child to the nursery is filling „Application form for nursery” and submitting it in the time determined by the nursery director, and subsequently paying appropriate entrance fee,
- d) admitting the child to the nursery takes place on the basis of the contract for services, signed by the parties i.e. Parents/Legal Guardians or one of Parents of the child/Legal Guardians and the Owner of the Nursery,
- e) admitting the child to the nursery may take place throughout the whole educational year if there are vacancies,
- f) In case the number of enrolled children is bigger than the number of vacancies, admission order is determined by the order of enrollment in the time demanded by director, respecting the following principles:
 - priority is granted to the actually attending children, (parents submit applications within the period for initial recruitment, given by the director, before the deadline for main recruitment),
 - priority is also granted to brothers and sisters of children actually attending (parents submit applications within the period for initial recruitment, given by the director, before the deadline for main recruitment)
- g) parents of the child admitted for the new school year who, for some reason, wish to resign from continuation, are obliged to submit a written resignation before the new school year begins. Otherwise, they are obliged to cover fees until such a resignation is submitted to the director,
- h) dissolution of provision of the services takes place in the cases specified in the contract,
- i) dissolution of the contract by one of the parties is tantamount with removing the child from the list of nursery pupils.

1. The child may be removed from the list of pupils by the facility director, particularly when Parents/Legal Guardians:

- a) do not observe provisions of the nursery statute and procedures required in the facility,
- b) do not fulfill the duty of timely settling payments required in the facility – according to the principles specified in this statutes and the civil law contract,
- c) concealed information about child`s physical and mental health that has influence on correct didactic and educational process and safety of other children in the facility,
- d) did not report to the director or the guardian leading the group the reason of child`s absence over 14 days and also when cooperation between parents (legal guardians) and nursery pedagogic employees stopped in terms of solving problems that occurred during the nursing and educational process,
- e) child`s behaviour threatens health and safety of other children.

CHAPTER VII

Sources of facility financing and payment conditions

§ 19

Operation of the nursery is financed from the following sources:

1. fees paid by parents of the enrolled children,
2. fees paid by participants taking advantage from additional educational, nursing and recreational offer,
3. donations of sponsors,
4. other sources like, for example, UE grants, additional financing from the Community of Wrocław.

§ 20

1. The fee for attending the nursery consists of:

- a) fixed charge – non-refundable in case of child`s absence in the facility,
 - tuition fee is not refundable in case parents resign from the nursery services
 - tuition fee is paid monthly throughout duration of the contract
 - amount of the tuition fee may be changed in case nursery maintenance expenses grow, but no more than once and no more than 20% (applies to commercial contracts)

b) one-off payment for 12 month – entrance fee, non-refundable, channeled for the needs connected with functioning of nursery groups throughout child`s stay in the facility. It is intended for: didactic aids, Christmas parcels, Children`s Day gifts, excursions, outdoors, children`s theatres, etc., (applies to commercial contracts),

c) reservation fee – fee based on principles specified in the place reservation contract (applies to commercial contracts)

d) fee for additional hours – to be paid for child`s stay after hours previously declared by the parent,

e) fee for nourishment – refundable, one daily food rate for each day of child`s absence in the facility.

The food rate will be deducted under the condition that child`s absence is reported before 7.00 am on the given day (food rate is not charged). In case the absence is reported after 7.00 am, the return will be calculated from the second day of child`s absence.

Absences should be reported via email under e-mail address or via telephone or sms under the nursery telephone number.

Clearing of the payment for nourishment is done at the end of the month and it is taken into consideration when calculating the fee for the following month.

If the parent decides to deliver their own food (ready-made meals, prepared mixtures) they do not bear costs of nourishment.

f) adaptation – on the following days is paid according to the conditions of an adaptation contract. The aim of adaptation is to make child familiar with the nursery, its personnel and the environment. The details concerning adaptation days and the schedule of this stage is settled individually for each child. It is necessary to sign the adaptation contract if adaptation is paid and not include with final contract). Always the rules of adaptation is sign.

2. Components of fees and their amount is determined by the leading body every year and the details are included in the contract for care, didactic and educational services.

3. The fee for nourishment of the child must be paid via money transfer on the 3rd day of each month for the given month to the bank account of the facility. Monthly fee must be paid on 5th day of each month also via money transfer to the bank account of the nursery.

4. Non-refundable fee (entrance fee), one-off, must be paid within 2 working days from child`s enrollment and signing contract with the facility (applies commercial contracts).

5. Being late with the tuition fee for three times within calendar year may result in removing the child from the list and dissolution of the contract.

6. Each started hour of care, which was not previously declared in writing in the contract, must be paid extra according to the provisions of the contract. Amount of this fee is determined by the Owner or Director.
7. The parent is obliged to report changes in the contract in advance of 2 weeks. One-off changes must be reported at least 24 hours before the day of change. It is necessary to pay an additional service fee according to the contract (applies only to commercial contracts)

CHAPTER VIII

Final provisions

§ 21

1. Statut obejmuje w równym stopniu wszystkich członków społeczności żłobka. The statute encompasses all members of the nursery society in equal measure.
2. In order to ensure access to the statute for all interested it is:
 - a) placed on the notice-board for parents in the hall of the facility,
 - b) available at the request of the interested, by the Director and Guardians.
3. The pending facility rules regarding internal matters must not be in contradiction with provisions of this statute.
4. The statute is created by the Director and the Owner of the nursery.
5. Changes in the statute are made by the body managing the nursery.
6. The nursery produces and keeps documentation in accordance with separate regulations.
7. The principles of financial and material management are regulated by separate rules.
8. Operation of the nursery is a care and educational activity.
9. In the matters not specified in this statute, appropriate regulations of the Civil Code and the Labour Code are applied.
10. The statute comes into force on the day of nursery registration. Changes to the statute will be labelled according to the date they were made.

Signature (Owner).....*Anne Miodak*..... and date*3.01.2015*.....