

# Preschool Education / School Teaching Agreement

## Provider

Základní škola a mateřská škola KLAS s.r.o.  
Identification No.: 46577742

## Registration

Commercial Register in custody of the Regional Court of Hradec Králové  
Section C, Entry 21769  
Pardubice Region Authority  
Nursery School, organization identification mark 169100740, Ref. number KrÚ 19531/2005  
OŠMS  
After-School Care Centre, organization identification mark 169101266  
School Cafeteria - Serving counter, organization identification mark 169101274  
Ministry of Education, Youth and Sport (hereinafter referred to as the "Ministry")  
Elementary School, organization identification mark 151036608

## Place of Business and Establishment

Pardubice, Školní náměstí 37, Postal Code 533 51

## Banking Details

2111125518/8040, Oberbank AG branch Czech Republic  
IBAN CZ49 8040 0000 0021 1112 5518  
BIC OBKLCZ2X

## For and on behalf of the Company

Mgr. Klára Svobodová, Executive Director

## Customer

First name:

Surname:

Address:

## Child, whose preschool education or school teaching constitutes the subject of this Agreement

First name:

Surname:

## Persons authorized to pick up the child from the Provider

1) Customer:

2) Child's father and child's mother:

3) Other person as per Article IV.

**The Provider and the Customer are entering into the Agreement of the following wording:**

**Article I Subject of the Agreement**

Under this Agreement, the Provider agrees to provide the following education to the Customer as from the effective date of the Agreement

- preschool education of the child with advance English teaching (hereinafter referred to as “Preschool Education”),

or

- school teaching of the child with teaching of certain subjects in English, or in Spanish, to the extent of the specification of the respective decision by the Ministry (hereinafter referred to as the “School Teaching”),

and the Customer agrees to properly pay for the Preschool Education or School Teaching and to perform any other obligations arising from this Agreement and from the rules of operation.

**Article II Content and Scope of Preschool Education / School Teaching**

The subject of this Agreement includes

- providing Preschool Education to a preschool-age child by foreign or Czech teachers with qualification to work with preschool-age children under the terms and conditions stipulated in this Agreement and applicable statutory regulations;

or

- providing annual cycles of School Teaching of a school-age child by foreign or Czech teachers with qualification to work with school-age children under the terms and conditions stipulated in this Agreement and applicable statutory regulations;

the Provider as an entity registered in the school register based on the Ministry’s decision pursuant to Act No. 561/2004 Coll. on preschool, basic, secondary, tertiary professional or other education (hereinafter referred to as the "Education Act"), organization identification mark 151036608, provides the services pursuant to this Act.

**Article III Specification of School Fee Amount and Payment Method**

a) The Parties hereby agree to the price for the Preschool Education / School Teaching (hereinafter referred to as the “School Fee”) per school year in the amount and payment intervals as specified in Articles VI and XI of this Agreement. The Customer agrees to pay the school fee properly as specified in this Agreement or in the payment schedule.

b) Price of textbooks, learning materials and school things not explicitly stated on the list provided in Section 27 of the Education Act is not included in the School Fee.

c) The School Fee, as such identified payment, shall be settled as of the first day of the agreed payment interval to the Provider’s bank account, whereas the variable symbol may be the variable symbol by virtue of the partial monthly invoicing, or the date of the child birth; in case of several children born on the same day, the Customer shall further distinguish the payments.

d) The Customer shall pay the School Fee also for the period when the Preschool Education / School Teaching is not provided to the child for duration of the Agreement.

e) The Provider is entitled to adjust the amount of the agreed School Fee without agreement of the Parties due to inflation under the following conditions:

- Inflation is the increase in annual inflation expressed as a percentage and measured by CPI goods and services, which is provided each calendar year by the Czech Statistical Office for the previous year period.
- Every calendar year, starting from 1 January, the Provider is entitled to increase the School Fee due to the inflation by the percentage equal to the total inflation rate for the period from the last assessment of the School Fee.

**Article IV Responsibility for the Child**

Pursuant to the applicable statutory regulations, the Provider shall bear responsibility for the child and for damage caused by the child as from the moment when the child is handed over to the Provider until the Provider hands the child over back to the Customer, parent or person presenting a credible

power of attorney granted by the child's parent to pick the child up, unless otherwise agreed to in Article XI or based on a separate written arrangement.

Handing the child over to the Provider means personal physical acceptance of the child by the teacher or other person designated to accept the child by the Provider, provided that such person agrees to accept the child.

The provisions of this Article shall apply to handover of the child back accordingly.

In case of a school-age child whose personal handover is not required by the Customer, the Provider bears responsibility for the child and for damage caused by the child until the child leaves the school premises.

#### **Article V Catering and Special Activities**

a) The Provider is entitled to provide or arrange for catering by distributing meals supplied by other entities. Provision of catering and the price of catering are subject to special arrangements.

b) Any and all special activities related to provision of Preschool Education or School Teaching shall be discussed by the Provider with the Customer in advance; the Customer agrees to make a separate payment for any and all special activities he/she agrees to within the terms and in a way to be notified by the Provider to him/her or other person specified in Article IV.

#### **Article VI Term of Agreement**

a) This Agreement becomes valid upon its conclusion; the effect of the Agreement is bound to a suspensive condition, namely the child's admission to Preschool Education or School Teaching.

b) This Agreement has been made for a definite period of time, effective until the end of the school year following the child's admission to Preschool Education or School Teaching.

c) Should the Customer fail to notify the fact that the child is not going to continue the Preschool Education or School Teaching by 31 May of the year following the child's admission to Preschool Education or School Teaching, the Agreement shall be extended for another school year. Should the child be admitted to School Teaching for the next school year by another inland provider, the Agreement shall expire upon the end of the regular school year.

d) Should the Provider provide the Customer with Preschool Education and the child is admitted by the Provider for School Teaching for next year, it is assumed per se that the content of the Agreement is changed in a way that the subject of the Agreement is no longer Preschool Education, but School Teaching at the School Fee charged for School Teaching according to the price lists for the given school year. No amendment to the Agreement has been made.

a) Provisions of Article VI, paragraphs a) through d) shall apply unless explicitly stated otherwise in Article XI.

f) The school year begins on 1 September and ends on 31 August of the following year. The school year is split into a period of eleven months of Preschool Education or, as the case may be, ten months of School Teaching, and a period of school holidays.

g) During the Preschool Education or School Teaching, the school master may announce a maximum of 5 free days for pupils per school year for serious reasons.

#### **Article VII Conditions for Regular or Preliminary Termination of the Agreement**

a) The Customer may terminate the Agreement prior to the expiry date only by a written notice of termination; the notice period commences on the first day of the month following delivery of the notice of termination.

b) Regular notice period for purposes of this Agreement is two calendar months for the Customer; regular notice period in case of termination by the Provider shall be governed by the provision of Section 1999 (1) of the Act No. 89/2012 Coll.,

c) The Customer shall pay the School Fee for the entire notice period; in case of termination by the Provider only for the period until the end of provision of Preschool Education or School Teaching.

d) The Provider is further entitled to terminate the Agreement prior to the expiry date only under the conditions stipulated in Article VIII of the Agreement, further in case of the Customer's failure to provide personal data which the Provider has the obligation to register, or limitation of handling with such data beyond the Provider's legitimate needs; further in case of failure to meet the requirements as

per Section 50 of the Act No. 258/2000 Coll. or upon direct recommendation of a physician or nominated educational consultancy institute.

#### **Article VIII Sanction**

- a) The sanctions provisions shall not affect the Provider's right to settlement of the due School Fees.
- b) Should the School Fee as per Article III or payments for other activities as per Article V be delayed, the Provider is entitled to charge the contractual interest on arrears amounting to 0.1 % of the due amount for every day of the delay.
- c) Should the Customer be late in settling the School Fee or accessories thereof or payments for special activities or other payments including accessories thereof for more than 30 calendar days, the Provider is entitled to terminate the Agreement with immediate effect (Section 1998 (2) of the Act No. 89/2012 Coll.). In such case, the provisions of Article VII paragraph b) shall not apply.

#### **Article IX Other Provisions**

- a) When the child is sick, the Provider shall not accept the child for Preschool Education or School Teaching. The child is deemed to be sick when showing symptoms of health problems incompatible with the Education or Teaching provided. The person designated to accept the child, or person designated to take care of the child or the teacher shall make the final decision on whether the child is sick.
- b) The Parties to the Agreement may agree to an individual arrival and/or departure of the child in/from school without being accompanied by a person specified in Article IV based on a written amendment to the Agreement; in such case, the respective provisions of Article IV shall not apply.
- c) The Provider is entitled to adjust operation of the facility where the Preschool Education or School Teaching is performed, safety and health conditions, rules governing mutual relationships with educators, as well as detailed conditions of educational facility operation as per Article II et seq. of this Agreement, in the Provider's rules of operation.
- d) Upon request of the school master, company executive director or other assigned person, the Customer shall personally participate in discussions over serious issues related to the child's education, or inform the school master, company executive director or any other designated person about changes in the child's health capacity and other essential facts which might have an impact on the Preschool Education or School Teaching.
- e) The Customer shall become familiar with the school regulations, respect them and constantly pay attention to notices made by designated persons and information posted on the Provider's website or on the respective notice board.
- f) Under a separate provision, the Customer agrees to provide the Provider with personal data, the registration of which is mandatory mainly pursuant to Section 28 of the Education Act, or other data required for performance of the subject of the Agreement; it acknowledges and agrees to the Provider to process the provided personal data for duration of the contractual relationship and for the required period of time after termination thereof in the required scope stipulated by law, whereas it shall have the right to separately specify the method and scope of handling with the personal data under a special provision.
- g) The Customer hereby acknowledges that the Provider's fiscal year is a calendar year. Unless otherwise explicitly stated by the Customer, the Provider shall use the payment received always for settlement of the oldest receivable.
- h) Contractual relationships or other rights and obligations of the Parties not stipulated herein shall be governed by the applicable statutory regulations.

#### **Article X Final Provisions**

- a) This Agreement has two original counterparts, one for each Party.
- b) Any changes in this Agreement shall be made only in form of written amendments.

#### **Article XI Special Provisions**

- a) In line with Article II of this Agreement, the subject of this Agreement at the time of its conclusion is

Preschool Education with annual School Fee amounting to CZK \_\_\_\_\_

Monthly payment up to the total amount of annual School Fee: CZK \_\_\_\_\_

c) I hereby agree / do not agree to the child's transportation by a Provider's company vehicle

c) Miscellaneous Provisions: \_\_\_\_\_

D) Child enrolment date: \_\_\_\_\_

Pardubice, date: \_\_\_\_\_  
Date Customer Provider