

STATUTES

PRIVATE PRIMARY SCHOOL

BRITISH INTERNATIONAL ACADEMY PRIMARY WARSAW

consolidated text of 21 July 2017, drawn up on the basis of:

- 1) the initial text of the Statutes of 17 July 2015;
- 2) amendment of the Statutes of 24 June 2016;
- 3) amendment of the Statutes of 21 July 2017;

MISSION

The core value of Private Primary School British International Academy Primary is the best interest of the Child understood in the meaning of the United Nations Convention of the Rights of the Child of 20 November 1989 as the right to the full and harmonious development of his or her personality preparing them for future life in society as an individual in the spirit of the principals of the United Nations Charter, especially in the spirit of peace, dignity, tolerance, freedom, equality and solidarity.

CHAPTER 1

GENERAL PROVISIONS

§ 1

1. The name of the school is: **Private Primary School British International Academy Primary Warsaw** (hereinafter referred to as: *“the School”*). The name of the school is used in the full form or as the legible abbreviation: *BIA Primary*. The legible abbreviation can be used on seals and stamps, with the seals and stamps used for official procedures containing the full name of the school.
2. Type of school: primary school.
3. These Statutes (hereinafter: *“Statutes”*) define the rules of organization, functioning, system of the *School*, objectives of the *School* and other matters referring to the functioning of the *School*, in accordance with the Act on the Education System of 07.09.1991r (initial text: Journal of Laws from 1991, No, 95, item 425; consolidation: Journal of Laws from 2004, No, 256, item 2572, with amendments; hereinafter; *“Act on the Education System”*) and executive acts issued on its basis.
4. The *School* acts in accordance with the *Act on the Education System*, executive acts issued on its basis, *Statutes* and other internal acts of the *School*.
5. The school is based under the address: ul. Czerska 14, 00-732 Warszawa.
6. *Legal entity running the School is Neobrit Educations Limited Branch in Poland (limited liability company) based in Józefów (05-410) ul. Sadowa 14 - owner of the school.*

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7. The task and responsibility of the owner of the *School* is taking decisions concerning all important *School* matters defined in the *Statutes*, especially:
- drawing up and changing the *Statutes*;
 - organisational and economic supervision over the *School*;
 - approving the *School* budget and defining the kind and size of tuition fees;
 - appointing and dismissing the *School* Director;
 - deciding on the *School* liquidation;
 - employing and dismissing teachers and other *School* personnel;
 - determining conditions of teachers and other *School* personnel employment;
8. The managing person is the employer within the meaning of the Labour Code.
9. Teachers employed in the *School* have qualifications required from state school teachers, specified in the Regulation of the Minister of National Education of 12 March 2009 on special qualifications required from teachers and determining schools and situations in which it is possible to employ teachers without university education or completion of teacher training institutions (consolidated text of 2015, item 1264).
10. The *School* has all the rights of a state school.
11. The authority performing pedagogical supervision is the Mazovian Superintendent of Education.
12. The *School* operates on the basis and within the framework of effective acts, especially of the *Act on the System of Education* and the *Statutes*.
13. The *School* is not an inclusive school; children with motor disabilities are not accepted. It is possible to accept children with special educational needs, who may be offered psychological-pedagogical assistance.

§ 2 OBJECTIVES OF THE SCHOOL

- The objective of the school is to provide pupils with the possibility of full intellectual, psychological and physical development with the respect of their dignity and freedom of opinion and religion, with the best possible general education and preparation for taking up education in state and private secondary schools.
- The *School* promotes pupils' interests by means of extra classes on various areas.
- In the spirit of the preamble of the *Statutes* the *School* fulfils its objectives:
 - to organise and conduct foreign languages lessons;
 - to prepare pupils for living in a multicultural and multilingual society;
 - to develop fluency in foreign languages;
 - to stimulate and guide comprehensive intellectual and physical development of the pupils using their inborn potential and development abilities, in the atmosphere of acceptance and understanding;
 - to examine, learn about and develop pupils' interests, talents, abilities or other predispositions;



- f) to raise and develop pupils' emotional sensitivity;
 - g) to stimulate the development of all types of pupils' intelligence;
 - h) to cooperate with pupils' legal representatives/ legal guardians as a part of partnership by creating conditions enabling and supporting educational activities;
 - i) to introduce the process of auto-learning and self-development;
 - j) to provide pupils with the conditions of health and safety, friendly atmosphere free of aggression and physical and mental violence expressed in any form.
4. Being aware of an inalienable and exclusive right of the parents/ legal guardians to raise the children in the spirit of ideals and principles respected in a given culture, society or ethnic minority and/or religious group, the *School* does not set nor fulfils the educational tasks or objectives beyond offering assistance in that regard to parents/ legal guardians.

§ 3

TASKS OF THE SCHOOL

The task of the school is:

- 1) to follow the curriculum oriented on the child, its individual pace of development and learning abilities;
- 2) to respect of tree types of educational and rising impacts: pupil-school-family home;
- 3) to develop child's predispositions and cognitive abilities;
- 4) to promote child's positive attitude to learning and to develop curiosity in learning about the world and in searching for truth;
- 5) to respect child's dignity; to provide the child with friendly, safe and healthy conditions for learning and playing, individual and group activities, developing independence and responsibility for themselves and their immediate environment, artistic, musical and movement expression, research activities and creative activities;
- 6) to equip the child with the ability of reading and writing, with the knowledge and mathematical skills needed in real-life and school situations as well as in solving problems;
- 7) to take the necessary measures to ensure that the child can acquire knowledge and skills needed to understand the world, including providing the child with the access to various sources of information and the possibility to use them;
- 8) to promote the development of child's personal characteristics necessary for and active and ethical participation in social life.



SCHOOL BODIES

§ 4

1. The bodies of the *School* are:
 - a) Director,
 - b) Board of Teachers.
2. Establishing bodies defined in point 1 serves the organisational-disciplinary function understood as separation of the areas of activities and decision making, as well as the rules and scope of responsibilities referring to these areas, within the competences conferred under these Statutes, concluded agreements and the provisions of generally applicable law. The bodies are obliged to cooperation, especially by mutual exchange of information.
3. Teachers and other School employees are employed, according to the needs, under Labour Code or Civil Code.
4. Teachers of compulsory subjects employed by the school have qualifications required from state school teachers.

§ 5

DIRECTOR

1. Director is the highest body of the *School*.
2. The owner of the School (manager) appoints the Director of the *School* who meets the requirements described in the act.
3. Director of the *School*:
 - a) manages ongoing activities of the *School* and represents it in external relations,
 - b) is responsible for educational supervision,
 - c) takes care of the pupils and creates conditions of harmonious physical and mental development by health-promoting activities,
 - d) manages financial resources entrusted to by the owner of the *School* and bears the responsibility for their proper use,
 - e) is the manager of teachers and other employees of the *School*,
 - f) after consulting the owner of the *School*, employs and dismisses teachers and other employees of the *School*,
 - g) after consulting the owner of the *School*, rewards and applies disciplinary sanctions at teachers and other employees of the *School*,
 - h) can appoint teachers to permanent tasks and activities within the salary provided for in the agreement on the basis of which teachers are employed or to additionally paid classes, care activities and other activities resulting from the organisation of the *School* work,



- i) decides on enrolling pupil on pupils list and on their removal,
- j) presents the owner with the *School* Statutes amendments to be accepted,
- k) is responsible for implementing Polish core curriculum and for accepting curriculum of the School,
- l) cooperates with the board of teachers - calls and organises plenary meetings of the board of teachers being their chairperson; cooperates with pupils' parents,
- ł) accepts curricula.

§ 6

BOARD OF TEACHERS

1. Board of Teachers is a collective body.
2. Board of Teachers is composed of all the teachers employed by the *School*.
3. The chairperson of the Board of Teachers is the *School* Director.
4. Plenary meetings of the Board of Teachers are organised before the beginning of the school year, in every semester to accept the results of pupils classification and promotion, after the end of the school year and whenever required (training sessions). The meetings may be organised on the initiative of the *School* owner, chairperson of the board of teachers or at least a third of the board of teachers members.
5. The remit of the board of teachers includes;
 - a) approving the *School* working plans;
 - b) adopting resolutions concerning pupils' classification results and promotion;
 - c) adopting resolutions concerning pedagogical innovations and experiments in the *School*;
 - d) planning the organisation of professional development of *School* teachers;
 - e) adopting resolutions concerning removal from pupils list;
 - f) determining the method of using the results of pedagogical supervision, including supervision over the *School* by the body responsible for pedagogical supervision, in order to enhance the *School's* activities;
 - g) adopting resolutions concerning pedagogical innovations and experiments in the *School*.
6. Board of Teachers gives their opinion especially on:
 - a) the organisation of the *School's* activities,
 - b) suggestions of the *School* Director concerning appointing teachers to permanent tasks and activities within the salary provided for in the agreement or to additionally paid classes, care activities and other activities
7. Resolutions of the board of teachers shall be passed by the simple majority of the votes in the presence of at least half of the number of its members.
8. Minutes are taken during the meeting of board of teachers.

9. The teachers are obliged to keep the secret about all matters discussed on the board of teachers meetings which may violate the personal welfare of pupils or their parents as well as of the *School* employees.

10. The owner of the *School* can participate in the meetings of the board of teachers as an advisor.

CHAPTER 3

TEACHERS AND NON-TEACHING STAFF

HUMAN RESOURCES

§8

According to the accepted human resources policy, the *School's* human resources are:

- 1) Teachers;
- 2) other Employees including office staff (non-teaching staff).

§9

1. Teachers have the right to:

- a) take part in the decision-making process concerning the choice of curriculum implemented in the *School* while complying with the curricular requirements of the Ministry of National Education, which does not limit the exclusive right of the Director of the *School* to accept the curriculum;
- b) choose the method of curriculum implementation after consulting the subject teachers;
- c) determine their own system of pupil's assessment within the school assessment system.

2. Teachers are obliged to:

- a) comply with the requirements of the accepted curriculum;
- b) clearly and in written form present their requirements toward pupils and the system of pupils' assessment;
- c) cooperate with parents;
- d) regularly complete the documents with pupils' grades and other information;
- e) take part in the meetings of the Board of Teachers, meetings with parents and in school events.

3. The non-teaching staff is appointed and dismissed by the Director of the *School* in compliance with applicable provisions of the Labour Code. The Director determines the scope of duties of non-teaching staff.



4. Non-teaching staff have the right to:

- a) task appointment in compliance with the provisions included in their working agreement,
- b) unlimited access to information determining the scope of duties and the way of managing tasks on a given position,
- c) safe and healthy working conditions and to regular training on occupational safety and health,
- d) proper salary paid on time,
- e) access to all materials, tools and protective measures required in their work.

5. Non-teaching staff have the obligation to:

- a) perform their duties diligently and reliably,
- b) respect the regulations and working hours,
- c) complete the tasks appointed by the managers relating to their work, unless they conflict the legal provisions or with the employment agreement,
- d) respect the occupational health and safety standards as well as fire regulations,
- e) protect the interests and belongings of the employer,
- f) maintain the secrecy of all business information disclosure of which may damage the interests of the employer,
- g) properly secure school belongings and rooms after finished work.

§10

1. Teachers and non-teaching staff are obliged to:

- 1) ensure pupils' safety;
- 2) particularly care for pupils' welfare, health, life and safety;
- 3) respect discipline at work;
- 4) have the knowledge and act in compliance with generally applicable regulations, especially those referring to labour law including occupational safety and hygiene, fire regulations and other provisions concerning protection of life, health and safety of pupils and other *School* employees;
- 5) act in accordance with Employer's instructions and recommendations;
- 6) use their knowledge and skills in the best possible way;
- 7) ensure high standard of work, good manners and kind atmosphere;
- 8) preserve the good name and reputation of the *School*;
- 9) take care of the *School's* belongings.

2. Teachers are obliged to:

- 1) keep proper record in accordance with the standards accepted by the *School*;
- 2) conduct classes according to the accepted schedule and methods;

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- 3) implement the accepted curriculum;
 - 4) create friendly environment - atmosphere, conditions and incentives - stimulating pupils' development;
 - 5) provide pupils with various educational materials adapted to their needs;
 - 6) choose the curriculum and teaching methods proper to pupils' needs and abilities;
 - 7) keep record of all information concerning the progress in education;
3. Teachers have the right to:
- 1) payment for education services provided to the *School*;
 - 2) get methodological and substantive assistance from the director of the *School*;
 - 3) use all forms of improving their qualifications and training sessions organised in the *School*;
 - 4) use all materials and teaching resources and inform about the demand for such;
 - 5) present their own ideas on the organisation of the *School's* work;
 - 6) present their comments on curricula;
4. Non-teaching staff have the right to:
- 1) payment for services provided to the *School*;
 - 2) holidays;
 - 3) work in proper occupational safety and hygiene conditions and to refrain from work if the working conditions do not meet occupational safety and hygiene standards and present a direct risk to the life or healthy if the work has such risk.
5. Notwithstanding the provisions of this document, the teachers and non-teaching staff have all the rights as well as are obliged to fulfil all duties resulting from the generally applicable provisions, especially the employment agreement.

CHAPTER 4

SCHOOL ORGANISATION

§ 11

1. The organisation of education, teaching and care provided in a given school year is determined in the *School's* personnel scheme prepared by the Director after consultation with the board of teachers.
2. The organisation of permanent, compulsory and complimentary classes is determined in a weekly lesson schedule prepared by the Director of the School on the basis of the approved personnel scheme.
3. The school year is divided into two semesters. The semesters are separated with winter and summer holidays.

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4. Grades shall be opened gradually. In the school year of 2015/2016 only the first grade will be opened. Next grades will be opened in the following years.

§ 12

1. The *School* is open throughout the school year according to the calendar prepared by the Ministry of National Education, except bank holidays and extra days of appointed by the Director.
2. Education in the *School* is provided on a fee basis in accordance with the agreement for providing educational services, the current offer and price list.
3. Pupils' education provided by the *School* is conducted on the basis of the civil-law agreement between the Owner of the *School* and both legal representatives/ legal guardians or one of the legal representatives/ legal guardians or with a properly authorised plenipotentiary of legal representatives/ legal guardians. In order to be effective, the authorisation shall be given with the signature/s certified by a notary. Conclusion of the agreement is preceded by preparing pupil's application form, according to the model used in the *School*.

§ 13

1. The *School* is created by pupils and teachers employed and cooperating with it.
2. The *School* follows an eight-year education system divided into two stages of education: I- grades 1 to 3 and II- grades 4 to 8.
3. The basic organisational unit of the *School* is a class.
4. Educational care over the classes is provided by appointed by the Director teachers - class teachers.
5. Class teachers are appointed by the Director of the *School* during the first meeting of the board of teachers.
6. Classes consist of minimum 6 and maximum 12 pupils. The Director of the *School* decides whether to open a class with pupils number lower than six.

§ 14

1. Compulsory classes of curricular subject may be conducted in the form of subject workshops in museums, libraries, arts institutions, cultural and educational institutions or in the open air.
2. Education in the *School* ends with the eight-grade exam.

§ 15

1. The *School* implements curricula complying with the general education curriculum according to the requirements/ regulations applicable to state schools.
2. The *School* keeps record of educational progress according to the requirements applicable to state schools.
3. The Director of the *School* and the teachers are responsible for proper implementation of the *School's* educational programme.

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4. The *School* applies the rules of classification and promotion as in state schools.

§ 16

1. The School ensures safe conditions of pupils' stay at the School.
2. In order to ensure pupils' safety during breaks between the lessons, the director appoints teachers to provide supervision over the pupils.

§ 17

RECRUITMENT

1. Pupils are accepted to the school on a voluntary basis after the Director's decision on enrolling the child on the pupils list and according to recruitment procedures.
2. The Director of the School makes decision on enrolling a child on pupils list basing on the application handed in by legal representatives or legal guardians of the child, after meeting the following conditions:
 - a) concluding civil-law agreement on educational services;
 - b) making a registration fee;
 - c) achieving positive results of an interview and examination of the readiness of the child to go to school; Detailed principles concerning the interview are set by the Director of the *School*.
3. Pupils' education provided by the *School* is conducted on the basis of the civil-law agreement between the Owner of the *School* and both legal representatives/ legal guardians or one of the legal representatives/ legal guardians or with a properly authorised plenipotentiary of legal representatives/ legal guardians. In order to be effective, the authorisation shall be given with the signature/s certified by a notary. Conclusion of the agreement is preceded by preparing pupil's application form, according to the model used in the *School*.
4. The child can be accepted to school throughout the whole school year depending on the current offer of the Owner of the School and available places. Priority in acceptance to the *School* is given to children already attending the School and their siblings, children attending Private Preschool British International Academy Kids and Private Preschool British International Academy Kids II, children of people who attended program training, children and children of whose parents live in "Eko Park" residential area in Warsaw.
5. Application shall mean thoroughly filling the Application Form in the model currently applicable in the *School*. Filling the Application Form is tantamount to expressing the will to conclude the education agreement.
6. On the basis of filled Application Form the civil-law agreement between the School and legal representatives or legal guardians of the child or one of the legal representatives or legal guardians is concluded.
7. Termination of the agreement has place in the cases described in the agreement.
8. Expiration of the agreement is tantamount to removing child of the pupils list.

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REMOVAL FORM PUPILS LIST

1. Director of the School can decide on removing the child from the pupils list when:
 - 1) legal guardians/ legal representatives of the child fail to pay the registration fee or remain in delay with payment of the tuition fee for education services provided by the School for the period of at least two months despite written notice about the intention to terminate the Agreement by the School owner and setting an additional date for paying their current and overdue liabilities;
 - 2) pupil's behaviour constitutes a risk to themselves or to the safety of other pupils;
 - 3) pupil's behaviour precludes teachers from conducting classes to the detriment of other pupils;
 - 4) Legal guardians/ legal representatives of the child withheld the information about child's health or development and as a result precluded the Provider from execution of the Agreement;
 - 5) the Agreement is not executed;
 - 6) pupil's behaviour constitutes a direct or indirect risk to the safety of other children, teachers and other employees of the School as well as of the institution itself;
 - 7) the pupil violates physical integrity of other persons or expresses unlawful threats towards other pupils, teachers or other School employees on the School premises;
 - 8) the pupil stole or intentionally damaged the School property or the property of persons being present on the School premises;
 - 9) the pupil possesses, distributes or uses narcotics, alcohol or other substances harmful to health on the School premises.

CHAPTER 5

§ 19

RIGHTS AND OBLIGATIONS OF PARENTS

1. Legal guardians / legal representatives of pupils apart from the rights resulting from the Agreement and the Statutes have the right to:
 - 1) know the tasks resulting from implemented curricula;
 - 2) demand high level of education;
 - 4) receive reliable information about the pupils, their behaviour and development;
 - 5) participate in the lesson unless they disturb or make the lesson impossible to be conducted;
 - 6) express their opinion on the quality of education;
 - 7) present their expectations and requests relating to complimentary classes;
 - 8) participate in the organisation of school trips, cultural events or other additional services.



2. Legal guardians / legal representatives of pupils apart from the obligations resulting from the Agreement and the Statutes have the obligation to:

- 1) properly execute the Agreement, especially by making timely payments;
- 2) comply with these Statutes and generally applicable regulations;
- 3) inform the Director of the School about all matter that may influence pupil's behaviour and progress;
- 4) accurately inform about the health conditions of the pupil and about past infectious diseases and foodborne illness;
- 5) inform in advance about planned absence of the pupil;
- 6) learn about any possible changes in the organisation of the School work introduced when the pupil was absent;
- 7) conclude an insurance policy for the pupil against the risk of accidents

RIGHTS AND OBLIGATIONS OF PUPILS

§ 20

1. The School acknowledges the inalienable rights of the Child resulting from the Convention of the Rights of the Child and also the rights interpreted from the Convention in the spirit of the paramount value of the best interest of the Child. Not intending to limit the rights described in the previous sentence, the School guarantees and ensures compliance and respect of pupils' rights to:

- 1) acceptance
- 2) subjective treatment
- 3) individualism;
- 4) health care organised in away ensuring safety;
- 5) privacy;
- 6) dignity;
- 7) personal goods protection;
- 8) protection against all forms of physical or psychological violence from adults and other pupils;
- 9) be included in the educational process organised and conducted in a way adapted to the age and perceptive and cognitive abilities, focusing on the development of an individual;
- 10) request the highest possible level of education;
- 11) make mistakes;
- 12) experiment, discover and search;
- 13) personal and intellectual and physical development;
- 14) create and develop cognitive abilities and abilities to independent and critical thinking;
- 15) learn about their uniqueness and individuality; 16) freely express their ideas, opinions and judgements.

2. As a part of the community functioning within the *School*, the pupil has the obligation to:

- 1) notify or inform about any indisposition, physiological needs, feeling ill, soreness or any other uncomfortable feelings or incentives;
- 2) comply with the rules and norms applicable in a group;
- 3) listen to and perform teacher's instructions;

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- 4) stay close to the group;
- 5) address other pupils and School employees with due respect;
- 6) cultural behaviour;
- 7) respect the rules of personal hygiene;
- 8) independently perform self-care activities;

§ 21

1. The *School* is provided for from monthly tuition fees paid by the parents or legal guardians of the pupils and other payments (as registration fee), grants from the State budget transferred by a competent local authority, donations and personal contributions.
2. The amount and procedure of tuition fees payment and other payments made by the parents or legal guardians of the pupil are determined by the Director of the *School*.
3. At the acceptance of the child to the *School*, the parents pay a registration fee the amount of which is determined by the Director of the *School*.
4. Pupils' parents are obliged to make timely payments of tuition fees. In case of any difficulties to fulfil the obligation of making payments they should notify the Director of the *School* about the situation.
5. School budget year is adequate to school year.

CHAPTER 7 FINAL PROVISIONS

§22

1. The Statutes shall apply equally to all members of BIA Kids community who accepted their provisions.
2. The Statutes are to be presented to persons interested and is available to view at the premises of *the School*.
3. School Statutes shall prevail over the provisions of the Agreement and in case of inconsistencies or controversy between their provisions, the *Statutes* serves as the primary document.
4. Internal regulations applicable at the *School* cannot be in contradiction to the provision of these Statutes.
5. Statutes are a document to be amended, to which the Owner of the *School* reserves the right. Statutes amendment does not require Agreement annexation and enters into force after 5 (five) days from the date when the amended Statutes were presented to the persons of whose rights it concerns, unless these persons present the Owner of the *School* with declaration of intent about refusing to accept the new conditions within those five days ((implied acceptance) Presenting of the changes to the Statutes is done by posting it on the *School's* website, of which the interested persons will be notified. The time limit for handing in the declaration about refusing to accept the provisions starts on the day following the day of notification about the change.
6. The documentation is kept according to separate regulations.

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7. Matters not covered by the Statutes shall be governed by the provisions of the Act on Educational System, Labour Code and Civil Code.
8. The Statutes shall enter into force on the day on which it is accepted.

Józefów, 21 July 2017.

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