

## PREFACE TO THE BYLAWS

The Winton Road Young Nursery, being a subsidiary of the Winton Road Nursery School Inc., shall be governed by the following Bylaws:

## BYLAWS OF THE WINTON ROAD NURSERY SCHOOL

### ARTICLE I. BOARD OF DIRECTORS

#### 1. DUTIES OF THE BOARD OF DIRECTORS

The government and policy-making responsibilities of the Winton Road Nursery School shall be vested in the Board of Directors, which shall control its property, oversee and manage its finances, and direct its affairs.

#### 2. COMPOSITION OF THE BOARD OF DIRECTORS

- a. The Board of Directors shall consist of:
  - i. **Officers:** Chairperson(s), Secretary, Financial Treasurer, Payroll Treasurer, and Registrar. (5+)
  - ii. **Coordinators:** a Newsletter Editor, a Snack Calendar Coordinator, a Bulletin Board Coordinator, a Website Coordinator, a Volunteer Coordinator, and a Scholastic Book Sales Coordinator. (6)
  - iii. **Team Leaders:** a Room Helper Team Leader, a Publicity Team Leader, a Fundraising Team Leader, a Tours Team Leader, a Cleaning Team Leader, an Arts & Crafts Team Leader, a Yard Work Team Leader, a Class Parent Team Leader, and a Maintenance Team Leader. (9)
  - iv. The school **Co-Director(s)**, who serve as non-voting Members. (1+)
- b. The Office of Secretary may be held only as a single position. Any two (2) or more other Offices may be held by one (1) person. There must be a minimum of three (3) Officers.
- c. The total number of Board of Directors Members at minimum, with at least three (3) Officers and one (1) person serving in all other non-Officer roles shall be nineteen (19).

### **3. ELECTION AND TERM OF THE BOARD OF DIRECTORS**

- a. Having been elected or appointed an Officer of the Corporation according to the procedures set forth in Article III.1, each Officer shall become a Member of the Board of Directors upon assuming Office, and whose term shall continue as long as they shall serve as a duly elected Officer.
- b. Each Coordinator or Team Leader, having been appointed or assigned, and upon assuming the role, shall become a Member of the Board of Directors for a term in conjunction with those elected Officers, and whose term shall continue as long as they shall serve.

### **4. QUORUM OF THE BOARD**

- a. At a Full Board Meeting, a majority of the entire Board shall constitute a quorum for the transaction of business, or of any specified item of business.
- b. At an Officers Meeting, the quorum shall be at least five (5) Members of the Board of Directors, plus one (1) additional Member of the Board of Directors for every ten (10) Members (or fraction thereof) in excess of fifteen (15).

### **5. ACTION OF THE BOARD**

- a. Unless otherwise required by law, a majority vote of the Members of the Board of Directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board.
- b. Each Member of the Board present at the time of the vote shall have one (1) vote, with the exception of the Co-Director(s), who has no vote; and with shared positions, which are allowed one (1) vote per position; and the Chairperson(s), who has no vote, except in the event of a tie and only casts one (1) vote to resolve the same.
- c. Should a Member of the Board of Directors wish to vote by proxy, and the meeting where the vote is taking place has a quorum, the Member may do so by informing the Chairperson(s) and Operations Manager of their vote prior to the meeting. However, if a quorum is not met, their vote cannot be counted toward an action of the board.

### **6. MEETINGS OF THE BOARD OF DIRECTORS**

- a. A meeting of the Board of Directors shall be held before the September General Meeting provided for in Article II.
- b. A meeting of the Board of Directors shall be called within thirty (30) days following the September General Meeting of the Winton Road Nursery School called for in Article II. This

meeting will be recognized as an Officer's Meeting.

- c. In addition, the Board of Directors shall hold meetings once a month during the school year.
- d. Attendance at every other meeting is required for all Board Members, and as such will be recognized as a Full Board Meeting. Attendance is required at every meeting for Officers and at least one (1) Co-Director. A meeting at which non-Officer Members are not required to attend will be deemed an Officers' Meeting.
- e. All Board Meetings are open to Parent Membership.

## **7. NOTICE OF MEETINGS OF THE BOARD**

- a. All Meetings of the Board shall be held at such time and place as shall be determined by the Members.
- b. Meetings shall be called by the Chairperson(s), or by the Secretary in the event the Secretary receives requests in writing from three (3) or more Members of the Board, or from at least six (6) of the Parent Membership.
- c. All Meetings of the Board shall be held upon five (5) days written notice. All such notices shall state the purpose of calling the Meeting. Notice of a Meeting need not be given to any Director who submits a Waiver of Notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice.
- d. In the event of an Emergency Meeting, notice may be given verbally. An Emergency Meeting may be called without five (5) days' notice by the Chairperson(s), or by the Secretary in the event the Secretary receives the request in writing from three (3) or more Members of the Board, or from at least six (6) of the Parent Membership.

## **8. ADJOURNMENT**

- a. The majority of the Board of Directors Members present, whether or not a quorum is present, may adjourn any Meeting to another time or place. Notice of the adjournment shall be given to all Board of Directors Members who are absent at the time of adjournment.
- b. Notices of all Board Meetings shall be posted at the school and on the parent portal for the purpose of informing the Parent Membership.

## **9. CHAIRPERSON(S)**

- a. The Chairperson(s) shall preside over all Meetings of the Board. The Secretary will serve in the role of the Chairperson(s) in the event they are absent. If neither the Chairperson(s) nor Secretary are present, the Board shall choose a temporary Chairperson to preside over the meeting.

## **ARTICLE II. COMMUNITY MEETINGS**

### **1. QUORUM AND ACTIONS**

- a. One fourth of the Parent Membership shall constitute a quorum for the election of Officers and approval of the Winton Road Nursery School budget.
- b. Unless otherwise required by law, a majority vote of all those present at the time, and if a quorum is met, shall be the act of the Winton Road Nursery School.

### **2. ANNUAL MEETING**

- a. The Annual Meeting of the Winton Road Nursery School shall be held in May of each year.
- b. Notice of the Annual Meeting shall be sent in writing to the Parent Membership and all Teachers of the Winton Road Nursery School.
- c. All Officers of the Winton Road Nursery School shall submit an Annual Report written to the Chairperson(s) at the Annual Meeting.
- d. The election of Officers shall be held at the Annual Meeting, as provided for in Article III.

### **3. SEPTEMBER GENERAL MEETING**

- a. A Full Meeting of the Board of Directors shall be held during the fourth week in September of each and every year.
- b. Written notice shall be given for the September General Meeting.
- c. In accordance with Article III, any unfilled Offices shall be filled at the September General Meeting.

## **ARTICLE III. OFFICERS, COORDINATORS, AND TEAM LEADERS**

### **1. ELECTION AND TERMS**

- a. All Officers of the Winton Road Nursery School shall be Parent or Alumni Parent members. No Staff Members of this school may hold an Office while under contract with the Winton Road Nursery School, regardless of their status of Parent or Alumni Parent.
- b. The Chairperson(s), Secretary, Financial Treasurer, Payroll Treasurer, and Registrar shall be elected into Office at the Annual Meeting. The term of each Officer elected at the Annual Meeting shall commence July 1 of the same year, and continue until the following June 30.
- c. Any vacancy of an Officer position will be filled at the September General Meeting via an election or by appointment. The term of these newly elected Officers shall commence immediately upon election, and shall continue until the following June 30.
- d. Each Officer shall hold Office for the term for which they are elected, or appointed and qualified.
- e. Officers shall have duties and functions as hereinafter provided for in Articles III.4-8.

### **2. CESSATION OF BOARD SERVICE**

- a. A vacancy on the Board of Directors shall occur upon the death, resignation, removal, disqualification, or other cessation of service by any Member.
- b. Any Officer elected by the Members, or any Team Leader or Coordinator appointed by the Board, may be removed by the Board for absence at three (3) consecutive Board Meetings, or for other causes, by a majority vote of the Board of Directors.
- c. Vacancies occurring by reason of resignation, death, or removal shall be filled by a majority vote of the Board within a period of sixty (60) days. An Officer elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of the predecessor.
- d. In the event that a Board Member vacates their position during the school term, except in the instances of moving from town, illness, or mandated withdrawal, the vacating Member is responsible for filling their position(s) on committee(s) left open by the vacancy of their Board position.
- e. In the event that a Board Member is a parent of an enrolled child or children, and the child or children are unenrolled during the school year, the Board Member will automatically vacate the

position, unless it is mutually agreed upon by the Member and Board of Directors that the Member remain active in their role until the end of their term.

### 3. NOMINATING COMMITTEE

- a. The Chairperson(s) shall appoint a Nominating Committee of at least three (3) Members prior to the Annual Meeting.
- b. The Nominating Committee shall present a slate of Candidates at the Annual Meeting, and at General Meeting(s) in the event of a vacancy. In addition, nominations may be made from the floor with the consent of the nominee(s).
- c. The Chairperson(s) shall present a slate of Candidates for any unfilled Board positions at the September General Meeting. In addition, nominations may be made from the floor with the consent of the nominee(s).

### 4. OFFICE OF THE CHAIRPERSON(S)

- a. The **Chairperson(s)** shall be the Chief Executive Officer(s) of the Corporation, and as such shall:
  - i. Call and preside over all Board and Community Meetings, including the Orientation Meeting, Annual Meeting, and General Meeting(s).
  - ii. Appoint a Nominating Committees of at least three (3) people.
  - iii. Appoint all other Committees, as necessary, for the operation of the school.
  - iv. Call closed sessions of Officers and Members for purposes of discussion of such matters as teacher contracts, removal of Board Members, or parent-teacher-pupil relations. No voting shall be done at such sessions, and shall not take the place of the monthly Board Meeting.
  - v. Attend monthly meetings with the Co-Director(s).
  - vi. Attend staff meetings with Teachers when the need is expressed by the Board or Staff.
- b. With the Treasurer and Operations Manager, **the Chairperson(s)** shall:
  - i. Set tuition with the consent of the Board of Directors.
  - ii. Negotiate contracts between the Teachers and the school with the consent of the Board of Directors.
  - iii. Arrange for a financial audit as provided in Article VIII.
  - iv. Contribute a written piece for the monthly newsletter.
  - v. Assign special projects/tasks in lieu of committee work, at their discretion.
  - vi. With the cooperation of the Teachers and the Board of Directors, and the assistance of the Operations Manager, develop and uphold the Mission Statement and strategic

initiatives of Winton Road Nursery School.

- c. With the Officers, present the Annual Reports to the Board at the Annual Meeting.

## 5. OFFICE OF THE SECRETARY

- a. The **Secretary** shall:

- i. Assist the Chairperson(s) with all correspondence.
- ii. Inform Members of Meetings.
- iii. Keep minutes of all Meetings, and maintain these records.
- iv. Provide copies of the prior month's Board Meeting minutes to Members for their vote and approval
- v. Solicit agenda items from the Chairperson(s), Co-Director(s), Teachers, and Members.
- vi. Draft and provide copies of the agenda to Members at each Board meeting.
- vii. Provide a monthly summary of the Board Meeting minutes to the Newsletter Editor for publication.
- viii. With the Chairperson(s), submit an Annual Report to the Board at the Annual Meeting.

## 6. OFFICE OF THE REGISTRAR

- a. The **Registrar**, with the Operations Manager shall:

- i. Oversee the membership rolls and student information database.
- ii. Provide information and send application forms to interested parents.
- iii. Maintain enrollment waitlists and keep parents informed of their current/updated status, as necessary.
- iv. Inform new Members of the rules, responsibilities, and committees available.
- v. Revise and maintain a supply of all forms, both paper and digital.
- vi. Create, send, collect, and keep a record of student contracts.
- vii. Ensure full and complete student records.
- viii. Send confirmation to parents upon acceptance into WRNS.

- b. The **Registrar** with the Chairperson(s) shall:

- i. Submit an Annual Report to the Board at the Annual Meeting.

## 7. OFFICE OF THE FINANCIAL TREASURER

a. The **Treasurer** with the Operations Manager shall:

- i. Oversee the receipt and disbursements of all moneys from Members.
- ii. Oversee records of all expenditures.
- iii. Arrange insurance for the school.

b. The **Treasurer** with the Chairperson(s) and Operations Manager shall:

- i. Set tuition, with the consent of the Board of Directors.
- ii. Prepare and present the annual budget to the Board at the November Full Board Meeting, for vote and approval by the end of December.
- iii. Arrange to have the financial records audited, as provided for in Article VIII.
- iv. Negotiate the property usage rental contract with the Church.
- v. Oversee the creation and execution of staff contracts.
- vi. Determine monthly pay for teachers, assistants, and the Operations Manager according to their contracts and provide this information to the Payroll Treasurer.
- vii. Prepare a monthly Treasurer's Report to be presented to the Board at all monthly meetings.

c. The **Treasurer** with the Chairperson(s), shall:

- i. Submit an Annual Report to the Board at the Annual Meeting.

## **8. OFFICE OF THE PAYROLL TREASURER**

a. The **Payroll Treasurer** shall:

- i. Oversee the Operations Manager's payroll submissions.
- ii. Review and sign teacher contracts.
- iii. Submit payroll in the event that the Operations Manager is unable to do so.

b. The **Payroll Treasurer** with the Operations Manager and Co-Directors shall:

- i. Keep track of paid time off and teacher absences for the purposes of payroll.

c. The **Payroll Treasurer** with the Chairperson(s) shall:

- i. Submit an Annual Report to the Board at the Annual Meeting.

## **9. COORDINATORS**



a. All Coordinator position job descriptions and duties are subject to change at the discretion of the Board of Directors. For the most up to date coordinator and team leader job descriptions, see the Family Handbook.

b. The **Bulletin Board Coordinator** shall:

- i. Update the bulletin boards regularly with WRNS artwork and seasonally appropriate materials.
- ii. Store bulletin board supplies.
- iii. Submit a Monthly Report to the Volunteer Coordinator (a photo of that season's bulletin board shall satisfy this requirement).

c. The **Snack Calendar Coordinator** shall:

- i. Draft, maintain and distribute the monthly snack calendar. Distribution is satisfied by providing a digital copy to the Board for publication via the newsletter and/or weekly emails, and posting printed copies to the main hallway bulletin boards.
- ii. Answer questions regarding snack policies and responsibilities.
- iii. With the Co-Directors and Operations Manager, review enrollment changes so as to ensure the snack calendar and associated tracking reflects any necessary updates.
- iv. Submit a Monthly Report to the Volunteer Coordinator (The current snack calendar shall satisfy this requirement).

d. The **Newsletter Editor Coordinator** shall:

- i. Draft, publish, and distribute the monthly newsletter both in print and digitally.
- ii. Solicit input from Co-Directors, Operations Manager, Chairperson(s), Coordinators and Team Leaders.
- iii. Store a digital and print copy of the newsletter.
- iv. Submit a Monthly Report to the Volunteer Coordinator. (The current newsletter shall satisfy this requirement).
- v. Send a copy of each newsletter to all Advisory Council members.
- vi. Submit receipts or invoices for the reimbursement of printing costs to Operations Manager.

e. The **Scholastic Book Sales coordinator** shall:

- i. Distribute monthly book club flyers.
- ii. Coordinate orders with Teachers and Co-Directors.
- iii. Distribute received orders.

- iv. Submit a Monthly Report to the Volunteer Coordinator (the current month's orders shall satisfy this requirement, even if there are none).

**f. The Website Coordinator shall:**

- i. Maintain the school website, Staff email accounts, Google Workspace, etc.
- ii. Upon request, add news and updates to the website.
- iii. Submit a Monthly Report to the Volunteer Coordinator (a change log noting any updates made shall satisfy this requirement, even if there are none).

**g. The Volunteer Coordinator shall:**

- i. Maintain a list of all current Team Members, Leaders, Coordinators, and Officers.
- ii. Add new enrollments to teams and connect them with their Team Leaders.
- iii. Act as a point of contact for Team Leaders and Coordinators.
- iv. Track parent volunteerism and check in with Team Leaders on a monthly basis.
- v. Inform the Chairperson(s) of any issues or unmet volunteer expectations.
- vi. Submit a Monthly Report to the Chairperson(s).

## **10. TEAM LEADER POSITIONS**

- a. All Team Leader position job descriptions and duties are subject to change at the discretion of the Board of Directors. For the most up to date Coordinator and Team Leader job descriptions, see the Family Handbook.

**b. The Room Helper Team Leader shall:**

- i. Coordinate Room Helpers in the absence of a Teacher or Assistant Teacher.
- ii. Coordinate Babysitting Helpers for meetings and Parent events, as requested by the Chairperson(s) or Co-Director(s).
- iii. Act as the Room Helper in the event a Team Member is unable to satisfy the need.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

**c. The Cleaning Team Leader shall:**

- i. Set the cleaning schedule and assign Cleaning Team Members to clean at least one (1) time per month.
- ii. Communicate the cleaning schedule requests to the Operations Manager with as much notice as possible
- iii. Communicate supply needs to the Operations Manager.

- iv. Assist the Chairperson(s) and Operations Manager in the facilitation and execution of the fall work day event.
- v. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- vi. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

**d. The Fundraising Team Leader shall:**

- i. Originate plans for raising money to support the Scholarship Program and General Fund.
- ii. Work with Team Members and Parents to carry out the fundraising program.
- iii. Report monthly on the fundraising program to the Board of Directors.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

**e. The Arts & Crafts Team Leader shall:**

- i. Coordinate Team Members to assist Teachers with arts & crafts projects, and the preparation thereof, throughout the year.
- ii. Facilitate Team Members to make playdough as needed.
- iii. Communicate supply needs with the Co-Directors.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

**f. The Maintenance Team Leader shall:**

- i. Assigns tasks to the Maintenance Team as needed throughout the school year, including basic repairs to equipment and toys.
- ii. Assist the Chairperson(s) and Operations Manager with the facilitation and execution of the fall work day event.
- iii. Act in the stead of a Team Member in the event they are unable to complete a task.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

**g. The Yard Work Team Leader(s) shall:**

- i. Maintain the playground with raking, mulch, and ice and snow removal, as needed.
- ii. Inspect the playground in the fall and spring, and note maintenance issues.
- iii. Communicate supply needs to the Operations Manager.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.
- vi. While welcome at all monthly Board Meetings, the Yard Work Team Leader shall only be required to attend two (2) Full Board Meetings per term as the position consists of frequent manual labor.

**h. The Publicity Team Leader shall:**

- i. Coordinate activities and events to promote the school.
- ii. Maintain an online presence for the school, monitoring reviews and social media.
- iii. Assign tasks to Team Members including social media posts, flyer creation, fair attendance, and other related tasks.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.
- vi. Submit an Annual Report at the Annual Meeting.

**i. The Tours Team Leader shall:**

- i. Respond to tour requests.
- ii. Maintain our digital tour booking system.
- iii. Assign tours to Team Members.
- iv. Communicate tour days with Co-Directors.
- v. Provide scheduled tours when a Team Member is unavailable.
- vi. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- vii. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

**j. The Class Parent Team Leader shall:**

- i. Coordinate Class Parent Team Members from all classes on holiday & end of year gifts.
- ii. Assist Chairperson(s) with parent events.
- iii. Assist with the Tours Team and Room Helper Team, as needed.
- iv. Contact the Volunteer Coordinator regarding any issues or unmet expectations.
- v. Submit a Monthly Report of volunteers to the Volunteer Coordinator.

## **ARTICLE IV. ADVISORY COUNCIL**

### **1. APPOINTMENT & TERMS**

- a. The Board of Directors shall, at its first meeting following the Annual Meeting, appoint an Advisory Council which shall be composed of those in the community whose training or experience qualifies them to counsel the Board of Directors and Teachers of the Winton Road Nursery School.
  - i. Suggested roles include but are not limited to: social worker, counselor, physician, pediatrician, attorney, early childhood education expert or mentor, or other professional advisors.
- b. All terms of the Advisory Council shall be at the pleasure of the Board of Directors.

- c. At the start of the school year, each member of the Advisory Council shall be informed of the Board Meeting schedule so they may attend.

## **ARTICLE V. RESPONSIBILITIES OF PARENT MEMBERS**

### **1. PARENT MEMBER PARTICIPATION**

Parent Members shall participate as follows:

- a. Attend the General Meetings called by the Board of Directors.
- b. Attend the Orientation Meeting and scheduled parent conferences.
- c. Attend the fall work day prior to the first day of school. If attendance is not possible, the Board and/or Staff shall assign an alternative task during the school year. All Parent Members are required to participate, including those in buyout families.
- d. Assist with fundraising by making a suitable donation not to exceed \$75. All Parent Members are required to participate, including those in buyout families.
- e. Have the child examined by a Doctor within the year prior to the first day of school, and ensure all required immunizations have been administered prior to attendance.
- f. Provide all required medical forms and immunization records to the school prior to the commencement of the school year. The child will not be able to attend school until all necessary and complete records are submitted, and the requirement is deemed satisfied.
- g. Provide transportation for the child to and from school.
- h. Big Nursery parents shall provide a snack for the entire Big Nursery school on a rotating basis. Young Nursery parents provide a snack for their entire Young Nursery class on a rotating basis.
- i. Big Nursery Parents will serve on two (2) Parent Teams; accept a Board position of Officer, Coordinator or Team Leader; or select the buyout option and pay the required fee. Young Nursery parents are required to assist in the classroom, or select the buyout option and pay the required fee. Parents must provide childcare for siblings while working in the classroom. Childcare will be provided for Full Board Meetings, as volunteer staffing permits.
- j. If selected, the buyout option exempts a family from the required service on Parent Teams, as a Board Member, and/or Young Nursery classroom assistance assignments upon payment of associated \$600 fee. Should a family fail to fulfill their obligation for volunteering, the family will become obligated for the applicable buyout fee. Families will receive notice in writing of their

unmet responsibilities, and will work with the Chairperson(s) and/or Volunteer Coordinator to complete their duties. The Board reserves the right to confirm the levy of the buyout fee via a vote, and upon affirmation, apply the imposed charge to the family account for the current and/or any future enrollment years. Such a matter shall only be brought to vote in the event that the following conditions have been met: that the family has met with the Chairperson(s), and that the Parent continues to fail to fulfill their obligation to one (1) or both Teams, to the Board, and/or in the classroom beyond January 1.

## ARTICLE VI. TUITION AND FEES

### 1. DEFINITIONS

- a. **Tuition** shall be set annually, and is defined as the sum of money charged by Winton Road Nursery School for a student to attend the school for an academic year. Tuition is paid as follows:
  - i. Four (4) equal payments, due April 1 (deposit), June 1, September 1, and November 1 prior to and during the academic year in which the student is enrolled;
  - ii. One (1) payment of full tuition, due April 1 prior to the academic year in which the student is enrolled;
  - iii. Or a different schedule by special arrangement with the Operations Manager.
- b. The **deposit** is defined as 25% of the annual tuition as defined above, and is non-refundable, except as described in Articles VI.2.c.i-iii (Refunds). This payment is applied to the family's tuition and shall not be returned to the family.
- c. The **application fee** shall be set annually, and is defined as the amount due upon submission of the application form. This fee is non-refundable and non-transferable, and is assessed per student.
- d. The **buyout fee** shall be set annually and is defined as an optional fee charged to a family account at their request, to be relieved of their obligations as a parent volunteer with the exception of the annual fall work day, supporting school fundraisers (max \$75), and providing snacks on a rotating basis. The buyout fee is assessed per family. This fee is refundable only until September 1, and non-refundable thereafter.
- e. The **Registration Contract** represents a binding agreement between WRNS and the related Parents, which obligates the payment of the full **tuition** to WRNS, by the Parents, for the entire academic year, as defined by and pursuant to the terms of the Registration Contract, and in consideration, WRNS must provide student placement in the defined class to the listed child for

the duration of the same academic year, provided there is sufficient enrollment in the class. If class enrollment is not sufficient, WRNS may, in its discretion by Board vote, cancel that class.

- f. **Instructional weeks** are defined as the approximately forty (40) weeks in an academic year for Big Nursery, and thirty-nine (39) weeks for Young Nursery. When calculating a **tuition** refund, the number of **instructional weeks** is rounded up to the nearest whole week.
- g. **Paid in Full Discount** is defined as a 3% discount on each student's **tuition** when a family pays the full tuition as outlined in the Registration Contract by **April 1** prior to the academic year of enrollment. This discount can be combined with the **Sibling Discount**.
- h. The **Sibling Discount** is defined as a 2% discount on each student's **tuition** for families with more than one child enrolled simultaneously in the same academic year. This discount can be combined with the **Paid in Full Discount**.
- i. The **late fee** is defined as a \$30 charge applied to family accounts that are more than ten (10) days past due.

## 2. REFUNDS

- a. The **application fee** is non-refundable and non-transferable, and is assessed per student.
- b. The **buyout fee** is fully refundable before September 1, and non-refundable thereafter.
- c. As provided in the **Registration Contract**, parents are obligated to pay the full **tuition** for the entire academic year as defined therein . The only exceptions to this obligation are as follows:
  - i. **Illness or Physical Condition:** At any time during the year, a student that develops a condition or illness that in the written opinion of their physician will keep them from attending school for 4 consecutive weeks OR fully participating in school activities. In this case the family may request a **tuition** refund less the number of **instructional weeks** that have occurred before the withdrawal date.
  - ii. **Extreme Financial Hardship:** At any time during the year, if a family experiences extreme financial hardship due to the loss of employment or major life event, a family may request a **tuition** refund less the number of **instructional weeks** that have occurred prior to the withdrawal date. Proof of a change in financial status should be submitted to the Board alongside the refund request.
  - iii. **Relocation:** In the event a family is relocating more than 15 miles from WRNS before February 1 of academic year, and provides 30 days notice of their withdrawal date, a request may be made by the family for a **tuition** refund less the number of **instructional**

**weeks** prior to the withdrawal date. Notice must be provided prior to February 1 in the event the relocation and withdrawal date is thereafter in order for the refund request to receive consideration.

d. **Voluntary Student Withdrawal:**

- i. **Before and on April 1:** If a family elects to withdraw a student after returning their signed **Registration Contract** for the upcoming academic year for any reason not listed in Articles VI.2.c.i-iii (Refunds), the withdrawing family forfeits the **application fee**.
- ii. **After April 1 and before September 1:** If a family elects to withdraw a student for any reason not listed in Articles VI.2.c.i-iii (Refunds), the withdrawing family may request a **tuition** refund, and forfeits the **application fee** and **deposit** provided for in the **Registration Contract** to defray the administrative costs of the registration process.
- iii. **After September 1 and before February 1:** If a family elects to withdraw a student for any reason not listed in Articles VI.2.c.i-iii (Refunds), the withdrawing family may request a **tuition** refund, and forfeits the **application fee** and **deposit**, plus **tuition** incurred for the number of **instructional weeks** the student has attended beyond the first ten (10) weeks of school.
- iv. **After February 1:** If a family elects to withdraw a student for any reason not listed in Articles VI.2.c.i-iii (Refunds), no refunds will be granted.

e. **School-Mandated Student Withdrawal**

- i. **Prior to July 15:** In the event that WRNS cancels a class or modifies the class days based upon insufficient enrollment or for any other reason, all **deposits** and **tuition** payments shall be refunded. Said refunds shall not require Board approval. The **application fee** is non-refundable.
- ii. **After September 1 and before February 1:** If the student is requested to withdraw by the Board OR there is a mutual agreement between the Board and the student's parents that the student should withdraw, the family may request a **deposit** and **tuition** refund less the number of **instructional weeks** that have occurred, given that the conditions below are met prior to the withdrawal.
  - a. The student shall have completed six (6) consecutive weeks of classes.
  - b. The student's parents have attended at least two (2) parent-teacher conferences. A parent-teacher conference is defined as a pre-arranged meeting, of at least fifteen (15) minutes, with at least one (1) parent of the child, and the appropriate



WRNS Teacher and support personnel (as determined by the Operations Manager). Attendance of both parents may be required at the discretion of the teacher.

- c. The Operations Manager and the student's Teacher shall have observed in class and shall have submitted written statements recommending the withdrawal of the student.

### 3. PROVISION FOR LATE PAYMENTS

- a. All payments made later than ten (10) days after the due date will be subject to a **late fee** of \$30.00.
- b. Failure to remit the first **tuition** payment within ten (10) calendar days of the initial due date may result in the loss of enrollment, after written notice, and at the Registrar's discretion.
- c. If the June 1 **tuition** payment has not been made by September 1 (and enrollment has not previously been rescinded), the child will not be able to attend school until payment (including applicable late fees) is made. Failure to pay the installments due in September and November within twenty (20) calendar days of the due date will also preclude the child from attending school until payment (including applicable **late fees**) is made.
- d. In cases of financial hardship, parents should contact the Operations Manager to make special arrangements.

### 4. PROVISION FOR RETURNED PAYMENTS AND CHARGEBACKS

- a. If an ACH payment is made on Jovial and is returned, the school will charge the family a \$10 fee. If an ACH or Credit Card payment results in a chargeback, the school will charge the family a \$25 fee. These fees are the cost that Jovial charges and represent no markup.
- b. The family may request a refund for these fees in the event of a school accounting error, financial hardship, or other extreme circumstance.

## ARTICLE VII. STAFF

### 1. HIRING

- a. The hiring of Teachers for the Winton Road Nursery School shall be the responsibility of the Board of Directors. A majority vote of the Board of Directors, with a quorum being met, shall be required to hire a teacher.

## **2. CONDUCT**

- a. The Teachers, as stated in their contracts, are expected to abide by the Rules and Regulations contained in the Employee Handbook of the Winton Road Nursery School.

## **3. GRIEVANCE PROCEDURE**

- a. If a Parent feels that a Staff Member is not fulfilling their responsibilities and/or abiding by the Employee Handbook, the Parent should request a meeting with the Staff person to discuss these concerns.
- b. If the Parent's concerns are not resolved within ten (10) days of the aforementioned meeting, the Parent may request a meeting with the Co-Director(s) and/or Chairperson(s).
- c. If the Parent's concerns remain unresolved, they may request that the Chairperson(s) appoint a Fact-Finding Committee. The Committee shall consist of two Parents, two Staff Members, and one Advisory Board Member or consultant. When a meeting time and place has been established, a notice shall be posted at the school and any interested party may present information before the Committee. The Committee shall decide on the manner to present its recommendations to the aggrieved Parent, the cited Staff, and the Board of Directors.
- d. A Staff Member may be removed by a majority vote of the Board of Directors, with a quorum being met, after a minimum of thirty (30) days written notice from the Board to the Staff Member, stating the cause of such intended action.

## **ARTICLE VIII. FINANCES**

### **1. FISCAL YEAR**

- a. The fiscal year shall begin on July 1 of each year.

### **2. AUDIT**

- a. There shall be a financial audit before the end of each fiscal year.
- b. In addition, the Board of Directors may request an audit whenever there is a change in Treasurers.
- c. The audit may be conducted by a Financial Review Committee, as appointed by the Chairperson(s).

## **ARTICLE IX. ENROLLMENT**

### **1. NON DISCRIMINATION POLICY**

- a. Winton Road Nursery School admits students of all sexes, genders, race, color, national, and ethnic origin to all rights, privileges, programs, and activities available to students at the school. We do not discriminate based on race, color, national, or ethnic origin, sex, gender, disability or any other class protected by law in the administration of our educational policies, admissions policies, scholarship and financial aid programs, and other school-administered programs.

### **2. CHANGES TO ENROLLMENT**

- a. Any change in the number of children enrolled in the Winton Road Nursery School is subject to approval by vote of the Board of Directors.
- b. A vote to change enrollment of the Winton Road Nursery School cannot occur at the same meeting at which the change was proposed.

### **3. SPECIAL NEEDS**

- a. A child must be able to function within the framework of the school's program. Any special needs for staffing or equipment must be provided by the Parent(s) with the approval of the Co-Director(s) and the Board prior to enrollment.

## **ARTICLE X. AMENDMENTS OF THE BYLAWS**

1. Except as otherwise provided by the law, these Bylaws may be amended or altered by a two-thirds vote of the Board, or by a majority of the Members at any regular or special meeting, provided the notice for the meeting includes the proposal for amendments.
2. Any proposed amendment or alteration shall be submitted to the Board or Members in writing at least five (5) days before the meeting at which they are to be acted upon.

## **ARTICLE XI. DISSOLUTION**

1. Dissolution of the Winton Road Nursery School can be accomplished by a two-thirds affirmative vote by the Board of Directors of the Winton Road Nursery School. The Secretary shall give to Members of the Board of Directors at least two (2) weeks' notice of the meeting at which a motion to dissolve the corporation shall be proposed.

## ARTICLE XII. DEFINITIONS

1. Parent Member: A parent, guardian, or person with whom the child resides and who has been duly enrolled in the Winton Road Nursery School will be called a Parent Member. Each Parent shall be allowed one vote at the Annual Meeting or any General Meeting of the Winton Road Nursery School.
2. Alumni Member: A parent or guardian of a formerly enrolled WRNS student, who is in good standing with Winton Road Nursery School. An Alumni Member may not vote on any action of the Board unless they have been duly elected as an Officer, or appointed as a Coordinator or Team Leader, in accordance with the rules outlined herein.
3. Associate Member: Any member of the Advisory Council or any person making a contribution for scholarships will be called an Associate (nonvoting) Member of the Winton Road Nursery School.
4. Staff: Any person hired by the Board of Directors to perform the duties of teaching or operations at Winton Road Nursery School.

By-Laws revised 5/2025

Proposed on 5/9/2025

Adopted on 5/14/2025