

# Plainview Nursery School

2018-2019 School Year

By-Laws

September Edition

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Plainview, NY 11803  
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**PLAINVIEW NURSERY SCHOOL**  
**By-Laws**

**ARTICLE I - NAME:**

The name of this organization shall be the Plainview Nursery School, Inc.

This document supersedes all previous By-Laws.

**ARTICLE II - Purpose:**

The Plainview Nursery School, Inc. has been organized on a non-profit basis to answer the need for such a school in Plainview, Long Island, New York, and neighboring communities. It functions on a non-discriminatory basis with regard to racial, sexual, religious, disability or nationality basis. It undertakes to meet the physical and emotional needs of pre-school children by offering them the opportunity to work and play with other children of their own age groups in a safe environment of creative materials and trained supervision. At the same time, it undertakes through conferences, programs and practical participation to guide parent-members to an understanding of childhood patterns of growth and techniques of handling young children.

The school shall remain in existence for as long as there is a need for a cooperative nursery school of moderate tuition in Plainview. Should there come a time when this school can no longer be maintained on a cooperative, non-profit basis by our community, the Executive Board, pursuant to the provisions of the By-Laws, shall appoint a special committee to ascertain the feasibility of continuing operations if such is in question. The special committee shall investigate all possible avenues to continue operation and issue a report of its findings to the Executive Board within thirty (30) days. The Executive Board will then proceed through the membership process to determine the desires of the membership regarding the committee's report. Current active shareholders in good standing, shall by 2/3 vote of those attending the meetings specifically called for the purpose, decide on the ultimate disposition of the assets of the school. Written notice of the meeting called for this purpose shall be given at least two (2) weeks prior to said meeting.

After liquidation of all assets, payment of all outstanding debts, loans, taxes and obligations, payment of all legal fees and refunding of shares, the remaining funds shall be disposed of to a non-profit organization or organizations which have as their primary purpose the health and welfare of children at the recommendation of the Board of Trustees and with the approval of majority of those members present at the meeting called for this purpose. Under no circumstances shall any remaining assets be retained by any past or present member or paid employee of the school.

**ARTICLE III - Parent Membership**

Section I. Parent members shall consist of the parents or guardians of those children who as of December 31<sup>st</sup> are 2 years through completion up to 5 years 6 months of age, who are enrolled for the school year that is September through June. Parent membership shall be in force from the first day the child enters school until the last day of school in the same school year.

Section II. Parent membership shall terminate when a parent member no longer has a child enrolled in the school.

Section III. Membership in the Plainview Nursery School shall be open to a parent or guardian of a child or children between the ages set forth in Section I above who lives in Plainview or the neighboring communities, and who will fulfill the requirements of the enrollment contract. Final membership will be subject to the approval of the Director.

Section IV.

- A. Upon receipt of an application for membership, the Membership Vice President shall process the application and enroll the accepted applicants. A non-refundable registration fee must be submitted with the application.
- B. If there is a full enrollment, the applicants shall be placed on a waiting list, in order of receipt.
- C. The registration fee can only be refunded if the applicant is not accepted for enrollment.

Section V. Acceptance of applications: Prior to the opening of the term, and whenever vacancies arise, the Membership Vice President shall review the lists of applicants and shall determine which applicants shall be invited to become members. The order of preference shall be: (a) students continuing, in order of registration with a postmark and are given one week to send in their application; (b) alumni and siblings, in order of registration with a postmark; (c) new members in order of registration with a postmark or in person. The final decision in accepting applicants shall rest with the Director and the Executive Board.

Section VI.

- A. An applicant shall become a parent member upon enrolling a child or children by submitting to the Membership Vice President in reply to the invitation, an enrollment contract accepting the privileges and obligations of membership along with the \$125.00 security deposit, \$100 non-refundable building maintenance fee, \$150 insurance fee and the last month's tuition payment.
- B. All members are required to complete tasks on their committee throughout the school year and fulfill all obligations therein, otherwise forfeit security deposit, at the discretion of the Executive Board.
- C. Classes shall be limited to twelve (12) toddlers, fourteen (14) 3 year olds and fifteen (15) 4 year old children. Children in the 3 year old program must attend for a minimum of three half days. Children in the 4 year old program must attend for either a minimum of 4 half days or 3 full days.

Section VII.

- A. Duration of Membership: Membership shall be for one full school year, or for the balance of the current school year.
- B. Under certain circumstances Plainview Nursery School may not be an appropriate placement for a child. These circumstances include:

1. Safety of the child or other children
2. Persistent biting (3 incidents)
3. Major program adjustments required for this child
4. Child requires disproportionate share of the teacher's attention
5. Child's needs cannot be met in a way that facilitates his/her growth and development
6. Child entering the 4 year old program who is not fully toilet- trained.
7. The director reserves the right to remove a child from the school based on 3 occasions of "Intentional aggressive acts (i.e. hitting, scratching, pushing, etc.) that results in injury to another child. Parents will be notified of each event in writing and via face-to-face or telephone conversation.

- C. If the removal of a child is under consideration by the staff the following steps will be taken:
  1. Log documenting placement difficulties
  2. Conference with parents
  3. Written Notification
- D. In the event that it is determined that our program is not an appropriate placement, the Director shall recommend that this child be withdrawn from this program. If warranted, the school will assist the family in seeking further evaluation and a more appropriate placement. Upon the Director's recommendation, the child shall be removed. The Director reserves the right to discuss a child under consideration for removal with the President of the Executive Board.
- E. Funds will be returned at the discretion of the Executive Board.
- F. Parent participation or attendance at the school during school hours is limited to those parents who are participating in the classroom as part of their child's scheduled "special day," or upon discussion and agreement with the director or the child's teacher.

#### **ARTICLE IV - Tuition & Fees**

##### **Section I.**

- A. The Security Deposit for each child will be \$125.00 regardless of when in the school year enrollment occurs.
- B. If the child finishes the school year and all financial and committee obligations have been met, the entire security deposit will be returned the following August 1st. If it is felt by the Director and the teacher, that the child has not made a satisfactory adjustment to school, a letter will be sent from the Director to the parent and the child will be withdrawn with no loss of security deposit. The security deposit, or a portion thereof, will be retained if any financial obligations, participation obligation

- or committee obligations are outstanding.
- C. If a student is relocating, a two-month written notice is required in order to obtain a refund of the security deposit. June's tuition will be refunded to a member who provides the required two-month written notice of their intent to leave the school prior to the end of the school year. All requests by a parent/guardian to remove their child from the program for any other reason and for refund of security deposit must be submitted in writing to the Executive Board. However, if the child is withdrawn from school for any other reason after payment of the security deposit and the Executive Board has received no request in writing, the security deposit will be forfeited.
  - D. The tuition shall be determined by the Budget Committee.
  - E. Members entering after the start of the school year shall pay tuition for their first month on a pro-rated basis.
  - F. For families with two children enrolled in the program simultaneously, a 10% reduction in the lesser tuition will be given. For a family with more than two children enrolled in such programs, a 15% reduction in all lesser tuitions will be given, or, at the sole discretion of the Executive Board, such greater reductions as shall be deemed necessary, appropriate, and in the best interests of the Nursery School.
  - G. Security deposit will be forfeited if all committee obligations have not been met.
  - H. Participation includes prompt pickup of children. Habitual lateness will not be tolerated. At the discretion of the Executive Board, \$25.00 will be deducted from the security deposit, in the event the staff reports more than two instances of late pick-up.

#### Section II. Payments:

- A. Registration: A registration fee to be determined by the Executive Board shall be sent along with the application and is non-refundable if the child is accepted to the school.
- B. The membership security deposit is required by the date set by the Vice President of Membership. The security deposit, last month's tuition (June) and signed contract are due within 30 days of the parents' receipt of the contract. The Security Deposit represents monies that will be deducted at the discretion of the Executive Board in the event of the following circumstances:
  - 1. To pay a member's late tuition fees
  - 2. Bank fees for insufficient funds when a member's check bounces
  - 3. As a penalty for non-participation in the classroom and/or on a committee/task assignment
  - 4. A member arrives late to pick up a child at dismissal, occurring more than two times
- C. Tuition: June's tuition will be paid upon submission of the enrollment contract. Tuition for the month of September shall be mailed to the school or Financial Secretary's home by the 1<sup>st</sup> of August. Each following month's tuition is due by the 1<sup>st</sup> of the previous month. Any tuition paid after the 1<sup>st</sup> of the month shall be charged a 10% late fee. If any checks are returned to the school for

insufficient funds or uncollected funds, the families shall be required to reimburse the school for any bank fees or charges incurred. If this occurs twice in any school year, the families will be required to make all payments to the school by certified or bank check, cash or money order.

1. In the event of financial hardship and anticipated delay in tuition payment, a member must contact the Financial Secretary in writing. The Executive Board shall have final approval of any changes of the above payment schedule.
  2. If two consecutive tuition payments are missed, a child will be unable to attend until such payments are met.
  3. Plainview Nursery School reserves the right to use any necessary means to collect unpaid monies.
- D. Insurance: The insurance fee must be paid no later than August 1<sup>st</sup> (with the September tuition). The amount is to be determined by the Executive Board and is represented in the initial contract. The child will not be permitted to attend school until payment is made.

## **ARTICLE V - Election of Officers**

Section I. Nominating committees: At the Executive Board Meeting in February, a nominating committee consisting of three members shall be selected. This committee shall be responsible for soliciting nominations for the Executive Board from the current Board and from the General Membership in a written letter. ,

Section II. Procedure of Elections: At the Spring General membership meeting, the nominating committee shall present a slate of officers. Nominations may then be made from the floor for each position. If there are two or more nominations for any office, a written vote shall be cast at this meeting for said office.

Section III. Eligibility: Parents, legal guardians and/or alumni who have children attending the school are eligible for office during that school year.

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Section IV. Vacancies: Vacancies on the Executive Board may be filled at any meeting of the Executive Board.

Section V. Non-fulfillment of Responsibilities: Any Board member who does not fulfill the responsibilities of their position shall be placed on a thirty (30) day written probation at the discretion of the Executive Board. If significant improvement in performance has not been shown, based on a 2/3 majority vote of Executive Board, said member must step down.

Section VI. Absence from meetings: In the event any elected member of the Executive Board shall be absent from two successive Executive Board meetings that member may, at the discretion

of the Executive Board, be deemed to have resigned and the vacancy shall be filled as aforesaid.

Section VII. Notification of Members: Publication of the resignation and subsequent replacement shall appear in the school newspaper, or through notice.

#### **ARTICLE VI. The Board of Trustees**

Section I. The Board of Trustees shall consist of the Executive Board, the past president and the Director (who shall not be a voting member of the board). Said Board shall constitute the Board of Trustees within the terms of the charter of the school granted by the Board of Regents for and on behalf of the Education Department of the University of the State of New York.

Section II. Director/Teacher: The Plainview Nursery School shall have a Director and/or Director/Teacher who is the educational leader of the school and is responsible for maintaining high educational standards.

In selecting the Director, a Hiring Committee shall carefully choose a person who will represent a sound educational philosophy. A Hiring Committee will consist of the current Executive Board President and two additional Executive Board Members as well as two non-board members when selecting a new Director.

The responsibilities of the Director/Teacher are:

1) Working with teachers to facilitate educational leadership in the areas of:

- Curriculum and supervision for each age level
  - Development of curriculum materials and equipment
  - Guidance of staff in teaching techniques
  - Interviewing of prospective parents and children
  - Orientation of children and parents for classroom participation
  - Interpretation of curriculum and teacher's activities to the parents
- Resource person for staff and parents

2) The Director is required to adhere to the allotted budget for that school year. All purchases that exceed said budget must be approved by the Executive Board.

3) The Director is an administrator working with other administrators, the parents, for the common purpose--the running of an educational institution.

To carry out this common purpose, continual communications and a close working relationship between the director and parent administrators is essential. The Director has a vital concern in all areas of administrative functioning, since all areas affect the educational goals of the school. The Director needs to regularly attend all administrative meetings of the general membership.

At these meetings, the Director is responsible for sharing, thinking and planning with the members of the school. It is the Director's obligation to report on the needs and problems of all groups, the requirements of the educational program and to act as liaison between the staff and the board. She or he shall be responsible for the hiring (along with a Committee consisting of two Executive Board Members and two General Members), firing and evaluation of staff members. The Director will be responsible in aiding the writing of brochures, admission literature, etc.

The Director/Teacher who is employed as an educational supervisor by the school shall be a member ex-officio of the Board of Trustees, without the privilege of voting. She or he shall attend all general membership meetings.

The Director reserves the decision to remove a child from the classroom if the child appears ill.

The Director/Teacher shall be responsible to teach any class during regular working sessions when a licensed substitute is unavailable and when there is less than 45 members enrolled in the school.

The Director/Teacher shall be subject to an annual evaluation by a Committee consisting of the President, another Executive Board Member and two General Members.

Section III. The Board of Trustees shall be responsible for the administration of the operation of the school in decisions concerning buying, selling, mortgaging and other acts with respect to real or personal property concerning finance, changes in policy, or in the structure of the school that may be subject to approval by the members of the school.

Any member of the school may make a written request to the President for a review of any decision of the Executive Board. A majority vote of the membership shall then approve, veto or modify the Executive Board's decision at a General Membership meeting called at the request of the person asking for a review.

The Board of Trustees shall in all cases act as an Executive Board regularly convened and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, provided only that such rules and regulations are not inconsistent with these By-Laws, the Charter of the Corporation and the law of the State of New York.

## **ARTICLE VII - Executive Board**

Section I. The Executive Board may authorize, when necessary, the expenditure of school funds.

Section II. The Board is free to develop rules and adopt new policies governing the school as it deems necessary.

Section III. The Executive Board may authorize the President to appoint chairpersons of temporary committees to report to the Board of Trustees and members of the school.



Section IV. The Executive Board shall authorize the formation or dissolution of all temporary committees.

Section V. The Executive Board shall designate the bank, auditor, insurance companies, etc., for the school.

Section VI. Budgets:

- A. The Budget Committee shall consist of the President, Treasurer, Accountant and at least two (2) parent members from the general membership. The Executive Board shall provisionally approve, with or without modification, the proposed budget for the succeeding year as submitted by the Budget Committee at the March meeting of the Executive Board. The provisionally approved budget shall be submitted to the members of the school for final approval no later than the Spring General Membership meeting. The budget shall be approved by 2/3 of the votes cast at a duly authorized General Membership meeting, a quorum being present.
- B. The provisionally approved budget shall be submitted to the parents two weeks prior to the duly authorized General Membership meeting.
- C. A meeting shall be held, as needed, to reconcile the budget to actual expenditures. This meeting shall be attended by the Director, the President and at least one Treasurer.

Section VII. The officers of the nursery school shall be the following: President, (or, if deemed necessary by the Executive Board, two Co-Presidents, or Executive Vice President), Vice President of Tasks/Committees, Vice President of Membership (or, if deemed necessary by the Executive Board, two Co-Vice Presidents of Membership), two Co-Treasurers, Recording Secretary, Financial Secretary, two Fundraising Co-Chairpersons, and Assistant Financial Secretary.

Section VIII. The newly elected officers shall work with the outgoing Board in April and May and shall take office at the May Executive Board Meeting.

Section IX. The President shall:

- A. Prepare agenda and preside at all Board of Trustees, Executive Board and membership meetings.
- B. See that all members are given the required notice of special actions to be considered at membership meetings.
- C. Appoint the chairperson to Ad-Hoc committees authorized by the Executive Board, and consult with the committee members.
- D. Advise the officers of committees. Take necessary administrative action should an unusual action arise.
- E. Represent the school in the community, except where a delegate has been elected by the membership.
- F. With the Director, decide on the closing of school during inclement weather or school emergency.

- G. With the Director, create the school calendar.
- H. Prepare Director and Teachers contracts for the following school year, and offer them by June 1st, to be returned by June 30th.
- I. Participate on Director Hiring Committee and Director Evaluation Committee.

Section X. VP of Committees shall:

- A. Shall meet over the summer with the Director and President to establish the required tasks and committees for the following school year.
- B. Send a written list describing the Tasks/Committees to the Membership at least two weeks prior to the scheduled orientation. Sign up members for Tasks/Committees at the Orientation and be responsible for signing up members who are not in attendance.
- C. Serve as a liaison between the Executive Board/Director and Membership and keep a log of all completed tasks. Keep records to see that members fulfill their tasks and inform and update Executive Board as needed.
- D. Send non-fulfillment letter to any member not fulfilling their requirement as stated in Article IV, Section 1(F) of said By-Laws.

Section XI. The Vice President of Membership shall:

- A. Be responsible for maintaining maximum enrollment.
- B. Receive all inquiries and applications for membership.
- C. Ascertain the recommendations of the Director and teachers.
- D. Notify parents of orientation meetings no later than August 1<sup>st</sup>.
- E. Be responsible for all membership mailings.
- F. Coordinate and attend Open Houses

Section XII. The Recording Secretary shall:

- A. Keep accurate minutes of all general memberships meetings and shall distribute copies of minutes to the general membership. He or she shall submit one copy to the files.
- B. Keep minutes of Executive Board meetings and send copies to any absent member.
- C. Have possession of the basic copy of the By-Laws and operation procedures of the school, and see that the correct copies of these and of minutes of the meetings are on hand at all business meetings and when needed by other officers.

Section XIII. The Assistant Financial Secretary shall:

- A. Reconcile record of deposit and prepare deposit for all monies.
- B. Make deposits.
- C. Be available to assist the Director and the Executive Board in carrying out their duties.  
May be called upon by the Vice President of Membership to assist with mailings.

Section XIV. The Treasurers' duties listed below shall be segregated between two Co-Treasurers, as they deem appropriate:

- A. Pay fixed charges authorized by vote of the membership, the bills for equipment and supplies presented in good form by the President and/or the Director, and pay any special bills approved by the Executive Board or Board of Trustees.
- B. Record all deposits from deposit records received from the Assistant Financial Secretary.
- C. Reside in a separate household from the Co-Treasurer and accountant.
- D. Maintain cash receipts and cash disbursement journals for the checking account, security deposit account and capital reserve accounts.
- E. Submit a monthly financial report to the Executive Board, and in brief form to the subsequent membership meetings.
- F. Receive and reconcile all monthly bank statements.
- G. Submit the books to the outside accountant for review quarterly.
- H. Monthly transfer of funds to payroll account, and
- I. Pay salaries and all related taxes and keep record of all such payments
- J. Make monthly payroll tax payments.
- K. Coordinate with insurance broker to assure that all required and appropriate insurance is obtained and all bills related thereto are paid in a timely manner. Copies of all policies in effect will be provided to the Director along with a schedule of insurance.
- L. All written records will be provided to the incoming Treasurer on or before June 1<sup>st</sup>.

Section XV. The Financial Secretary shall:

- A. Collect and record application fees, security deposits, insurance, monthly tuition and all other monies related to Lunch Bunch/Enrichment Program.
- B. Collect overdue fundraising monies and delinquent class trip fees.
- C. Follow-up on collection of all insufficient funds.

Section XVI. The Fund Raising Co-Chairpersons shall:

- A. Plan and coordinate all fundraising projects as approved by the Executive Board.
- B. Work in conjunction with the school Co-Treasurer and Financial Secretary.
- C. Be required to keep financial records of all fundraising activities for each school year and to submit to Treasurers.

Section XVII. The Past President

The past president shall automatically become a member of the Board of Trustees for the year following his/her term of office.

**ARTICLE VIII. Meetings**

Section I. General Membership meetings will be held twice during the school year, once in the fall and once in the spring. Parent attendance is mandatory.

Section II. Place of Meetings: Meeting of the general membership, Executive Board and the Board of Trustees of the Nursery School shall be held in Plainview-Old Bethpage, except that by vote of the Board, a meeting may be held elsewhere in the State of New York.

Section III. Other Membership meetings: A meeting of the members may be called at any time by the President or at the request of the majority of the members.

Notice of such meetings: At least one week prior to the date fixed for the holding of any such meeting of members, written notice of the time, place and purpose of the meeting shall be distributed to each member. This meeting is no way a forum for and it is prohibited to discuss matters relating to staff or students at which their reputation, privacy or rights to due process, or those of others could, in some way, be violated.

Section IV. Quorum: A quorum for regular general membership meetings shall be one fourth (1/4) of the members.

#### **ARTICLE IX. Grievance Policy**

Section I. All complaints from parents should be immediately directed to and addressed by the classroom teacher.

Section II. Parents may address concerns to the Director, if they have been unsuccessful in resolving a particular issue, and are still seeking a solution.

#### **ARTICLE X. Teachers' Rights**

A Teacher has the right:

- a) to be notified in writing if the Executive Board is in receipt of a serious complaint; or his or her status as a teacher is under review
- b) to be offered the opportunity to respond to and/or provide additional information about complaints, breeches of confidentiality or allegations of wrongdoing
- c) to have the Director present at any conference that the teacher may request. The Director has the right to call upon the President of the Executive Board to attend any meeting, if the removal of a child is under consideration
- d) to bring an issue to the attention of the Executive Board without it being deemed a breach of confidentiality, knowing that it will be held in the strictest confidence

#### **ARTICLE XI. Meetings of the Executive Board**

Section I. The Executive Board shall meet monthly during the school year. Notice of the time and place of every meeting shall be given before the meeting to all Executive Board members.

Section II. Special meetings of the Executive Board shall be called by the President or at the request of three Executive Board members.

Section III. At all meetings of the Executive Board, two-thirds (2/3) of the Executive Board shall be a quorum. The President does not vote except in event of a tie. In years where the office of the president is occupied by two Co-Presidents, neither president shall vote; except, in the event of a tie, one of the co-presidents, to be determined by coin toss, shall vote.

Section IV. Any member of the school shall be permitted to attend meetings of the Executive Board and participate in discussion without a vote, at the discretion of the Executive Board President.

Section V. The Friday before an Executive Board meeting, an agenda will be set by the Director and President.

#### **ARTICLE XII. Method of Amending the By-Laws**

These By-Laws shall be amended by two-thirds (2/3) of the votes cast at a duly authorized general membership meeting, a quorum being present. Written notice of the proposed amendments shall be available at least one week prior to the general membership meeting at which the proposed amendments will be discussed and voted upon.

Every two years, a committee made up of at least three (3) Executive Board members and two (2) non-Executive Board members, shall be set up to review and revise, if necessary, these By-Laws.

#### **ARTICLE XIII. Camp Administrators:**

(A) The camp shall be organized by two (2) parent members who shall be responsible for Administrative and Financial matters respectively, offered by lottery system to all Executive Board members. The Vice President of Membership may be offered the camp Administrative Financial position. No Executive Board member may serve as camp administrator for more than two consecutive years unless no other board member is interested. If no committee chairperson agrees to accept the position, it shall be offered to the general membership at the Board's discretion.

##### **(B) Camp Coordinators - Responsibilities**

###### **(1) Administrative Camp Coordinator's Responsibilities:**

Submit, along with Camp Director, proposed camp Budget to Executive Board for approval prior to Budget Meeting (March).

- Secure maximum enrollment
- Receive all inquiries and applications for membership
- Coordinate, along with Camp Director(s), Open House and all mailings that pertain to same
- Be responsible for all membership mailings
- Advertising

(2) Financial Camp Coordinator's Responsibilities

Submit, along with Camp Director and Administrative Coordinator, the proposed camp Budget to Executive Board for approval prior to Budget Meeting (March)

- Reconcile record of deposit and prepare deposit of all monies
- Make deposits
- Pay all bills for equipment, supplies presented in good form by Membership Coordinator and Camp Director(s)
- Maintain cash receipts and cash disbursements and journals for the checking account
- Receive and reconcile all monthly bank statements
- Collect and record all application fees, balance tuition and all other monies
- Follow-up on collection of all insufficient funds
- Pay salaries and fixed charges and any special bills approved by the Executive Board or Board of Trustees
- Make all required payroll deposits
- Collect W2/W4 from salaried employees - give to accountant
- Help prepare budget

(C) The Camp Coordinators will be compensated for their time by waiving financial tuition for their child (or children) up to and including Full-Day tuition costs. If coordinator has more than one child enrolled in camp, they may apply total cost of Full-Day tuition to first child with balance of money (if any) towards other child. They are responsible for paying any costs above the allotted Full-Day tuition.