

By-laws

Amended 2022



ARTICLE I - Name & Purpose

The name of this organization shall be Kensington Nursery School. It is a non-profit, state licensed nursery school sponsored by Kensington Congregational Church, 312 Percival Avenue, Kensington, Connecticut. Its purpose is to provide quality experiences for pre-school age children based on cooperative play, discovery of creative abilities, and individual worth in a loving atmosphere.

ARTICLE II - Organization

The Kensington Congregational Church, 312 Percival Avenue, Kensington, Connecticut, is the sponsoring organization and ultimately responsible for the Kensington Nursery School through its Christian Faith Formation Committee. The committee will establish the philosophy and oversee operation of the school by providing a Nursery School Director.

Section 1: The Christian Faith Formation Committee, through the Director, shall:

- (a) have final approval for the hiring of personnel and other major changes affecting the operation of the school;
- (b) review teacher performance annually;
- (c) sign and retain all staff contracts, which are to be issued no later than July 31st;
- (d) attend parent orientation;
- (e) approve all major equipment purchases and maintenance procedures;
- (f) authorize annual tuition changes;
- (g) review bank statements monthly;
- (h) serve, ex-officio, on the Board of Directors;
- (i) approve all publicity to newspapers concerning the school;
- (j) make final decisions concerning staff management, admission/enrollment, and withdrawals;
- (k) submit regular school updates to the church committee;
- (l) be responsible for oversight of webpage and social media;
- (m) become authorized signature for KNS bank accounts.

Section 2: The Board of Directors is responsible for the general operation of the school.

The Board of Directors shall:

- (a) elect a chairperson and vice chairperson;
- (b) meet at least five times during the school year;

- (c) approve budget and by-laws;
- (d) review bank statements;
- (e) conduct the business operation of the school;
- (f) participate in the selection of personnel and the negotiations of their contract;
- (g) may appeal any decision of the Director to the Christian Faith Formation Committee.

Section 3: Composition of the Board and Terms

The Board of Directors is composed of the Director (voice without vote), Pre-K 3 and Pre-K 4/5 head teachers (voice without vote), Administrator (voice without vote), Pre-K 3 and Pre-K 4/5 class representatives and, three or more members from Kensington Congregational Church and/or the community. Pre-K 3 and Pre-K 4/5 representatives are appointed based on parent interest and serve a one-year term which may be reappointed. KCC and/or community member(s) shall be appointed based on their ties to the community and resources and, will serve a one-to-three-year term which may be reappointed. The Board of Directors shall elect a Chairperson, Vice Chairperson and Secretary. Terms will begin with the start of the school year.

Section 4: Board of Directors Duties

(a) The Chairperson shall:

- (1) call meetings of the Board of Directors; prepare agendas for and preside at all these meetings;
- (2) appoint committee members, as needed, and serve as an ex-officio member of all committees;
- (3) regularly review the operations of all committees;
- (4) provide for the review of the By-Laws as provided in Article VI;
- (5) cast a vote, on the Board of Directors, only in case of a tie;
- (6) if necessary, become authorized signer for KNS bank accounts;
- (7) lead and monitor Board meetings;
- (8) all other duties as required.

(b) The Vice Chairperson shall:

- (1) attend all Board of Director meetings;
- (2) assist the President in the discharge of his or her duties;
- (3) assume the duties of the Chairperson during a temporary absence or disability;
- (4) all other duties as required.

(c) The Secretary shall:

- (1) attend all Board of Director meetings;
- (2) be responsible for keeping accurate minutes of Board of Director and session meetings;
- (3) post any minutes kept of all Board of Directors, or session meetings prior to the next meeting;
- (4) conduct the school's correspondence, such as writing thank-you notes;
- (5) along with the administrator, maintain current document archive of files.

(d) The Pre-K 3 and Pre-K 4/5 Class Representatives shall:

- (1) attend all Board of Director meetings;
- (2) attend all meetings held exclusively for the parents of their class;
- (3) serve as a liaison between parents and Board of Directors, director or the teacher of their class and regularly communicate updates of the school happenings to parents;
- (4) all other duties required.

(e) The KCC/Community Members shall:

- (1) attend all Board of Directors meetings;
- (2) support and provide oversight of the school;
- (3) any additional task(s)-specified by the Board of Directors.

The number of positions needed may vary each year.

Section 5: The Board of Directors shall conduct business affairs providing a quorum, defined as 60 percent of the Board of Directors, is present. The Board of Directors reserves the right to replace a board member or chairperson for cause by a majority vote. The Board of Directors may conduct business electronically and via email.

ARTICLE III - Eligibility and Admission

Section 1: Eligibility for Admission

Kensington Nursery School is open to any child, regardless of race or creed.

A child entering the Pre-K 3 program must be three by December 31st of the operating year. A child entering the Pre-K 4/5 program must be four by December 31st of the operating year.

KNS will not administer medication of any kind to students, with the exception of life-saving medication such as an Epi-Pen. If a child's medical needs warrant the availability of an Epi-Pen or similar medication, advance notification of the Director and the teachers is required, and the guidelines set forth by the State of Connecticut for the administration of medications in a childcare center will be followed.

All children must be completely toilet trained prior to the first day of school.

Section 2: Admission Procedures

The opportunity for enrollment will be given to potential pupils in the following order:

During Pre-Registration (for currently enrolled students only):

1. Currently enrolled students in the Pre-K 3 program who wish to enroll in the Pre-K 4/5 program.
2. Currently enrolled students whose parents ARE church members and request to repeat a program.
3. Currently enrolled students whose parents ARE NOT church members and request to repeat a program.

If necessary, a lottery will be held to determine placement in available openings.

During Open Registration:

1. Children whose parents are members of the Kensington Congregational Church.
2. Children whose parents are past Kensington Nursery School presidents, teachers, or teacher's aides.
3. Children whose siblings are currently enrolled.
4. Children whose siblings were Kensington Nursery School students.
5. General public.

Late Registration/Enrollment:

Registration/enrollment, after October 31st, will be at the discretion of the Director.

If necessary, a lottery will be held to determine placement in available openings.

The Board of Directors shall set deadlines for the above priorities. These are the only dates and times that registration applications will be distributed and accepted in order to receive priority registration.

ARTICLE IV –Attendance

Section 1: The amount and schedule of tuition payments shall be determined by the Board of Directors and approved by the Director.

Section 2: Each family will be required to sign a legally binding tuition contract, a commitment for the total term of enrollment: one school year.

Section 3: Withdrawal circumstances in which withdrawal will be permitted with release from the tuition contract shall be:

- a) The unplanned relocation of the family.
- b) The unexpected, chronic physical illness of the child.
- c) A sudden, severe financial hardship.
- d) All others are at the discretion of the Director.

Disposition of withdrawal request cases shall be made after a conference with the family and the Director. Tuition in these cases shall be refunded for the remainder of the school year except for the last month of the child's participation. If withdrawal occurs after July 1st (without valid circumstance from above) then the family will be held liable for all non-refundable monies according to contract.

Circumstances in which the contract may be terminated by Kensington Nursery School shall be:

- a) Failure to fulfill contract requirements.

- b) The child's inability to cope with the school experience.
- c) Failure to provide a current, up-to-date child health form in accordance with Connecticut State Statutes.
- d) At the discretion of the Director in consultation with the Board of Directors.

Section 4: Application to the school program or placement on a waiting list shall require a non-refundable fee, which is non-deductible from the year's tuition.

Section 5: Active members of the Kensington Congregational Church, 312 Percival Avenue, Kensington, Connecticut, shall receive a 10% reduction of full tuition costs in recognition of the facilities and services rendered to the Kensington Nursery School. Also, parents who have more than one child enrolled in the same year will receive a 10% full tuition discount off any second and subsequent child's tuition. If a church member has more than one child enrolled in the same year, both discounts will apply.

All deposits, fees and tuition payments are due by the dates designated in the tuition contract.

Section 6: During enrollment each family signs a Kensington Nursery School contract whereby they agree to follow a payment plan. The Administrator is required to report any payment problem to the Director for appropriate action.

Section 7: In the event two staff members are unable to attend a session, the session will be cancelled.

ARTICLE V - Hiring of Personnel

Section 1: The need to hire an additional or replacement teacher or any other personnel shall be determined by the Director and the Board of Directors. The Chairperson shall then appoint a committee consisting of representatives from the Board of Directors and each session then operating to work with the Director to advertise the position, provide and review applications, interview candidates as necessary, and finally hire the needed personnel with the approval of the Christian Faith Formation as in Article II, Section 1.

Section 2: Renewal of contracts of the teachers or other personnel shall be determined by the Board of Directors and the Director.

ARTICLE VI - By-Laws

Section 1: The By-Laws shall be reviewed and approved at least every three years by the Board of Directors.

ARTICLE VII - Dissolution

In the event of the dissolution of the Kensington Nursery School, all assets shall become the property of the Kensington Congregational Church, 312 Percival Avenue, Kensington, Connecticut.