

HAYNES NURSERY SCHOOL  
OF LAKEWOOD CONGREGATIONAL CHURCH  
BYLAWS (Revised November, 2018)

Article I: Name, Purpose and Ownership

Haynes Nursery School ("HNS") is a church supported, tuition based, nonprofit, private, weekday preschool for children ages three through five, welcoming children of all backgrounds. The principal location of HNS is at 1375 West Clifton Blvd., Lakewood, OH 44107. The purpose of HNS shall be to educate children through peer interaction, socialization, and learning in a comfortable, pre-kindergarten setting. HNS is owned by Lakewood Congregational Church - United Church of Christ ("LCC"), as stated on the Child Care Center license issued by the Ohio Department of Job and Family Services. HNS was begun in 1966 by Marjorie Haynes, former LCC Christian Education Director. HNS is operated under the authority of the LCC Executive Team, which has placed HNS under the general supervision of the Haynes School Board.

Article II: Haynes School Board

- A. The policies and operations of HNS shall be determined by the Haynes School Board ("Board"), with the knowledge and approval of the LCC Executive Team, which shall approve any changes to these Bylaws as proposed by the Board.
- B. The Board is composed of the following voting members, as approved by the LCC Executive Team. Terms shall be one year, from August 1st to July 31<sup>st</sup>, unless otherwise determined by the LCC Executive Team. The Chair or any two voting members may call a meeting, upon a minimum three days' notice unless the Chair determines that an emergency exists. Meeting attendance by four or more members shall constitute a quorum, and decisions shall be made by majority vote. The Chair shall appoint a recording secretary to take minutes so that all decisions voted upon are memorialized.
  - 1. Chair of the Board, who shall be the LCC Director of Children & Family Ministries, or a person appointed by said Director.
  - 2. LCC Director of Children & Family Ministries, if not already serving as Chair. However, said LCC Director shall chair the meeting or appoint a temporary Chair in the absence of the Board Chair.
  - 3. The LCC Senior Minister, who may appoint in his or her place an Associate Minister, if one is employed by LCC.
  - 4. HNS Director.
  - 5. LCC Executive Team member, Chair of Nurture and Growth Ministry Team, or another Executive Team member as agreed upon by the Executive Team.
  - 6. Parent Representative, chosen by the Haynes Director, in consultation with and approval of the Chair.
  - 7. Haynes Teacher Representative, chosen by the Haynes Director, in consultation with and approval of the Chair.

8. One or more LCC members at large (including if possible, a parent whose child is attending or has attended HNS), as chosen by the Chair.
- C. The HNS Director may choose his/her own Advisory Board consisting of persons who may possess exceptional knowledge and commitment to HNS, or have a position of community leadership. Advisory Board members may attend Haynes School Board meetings in a non-voting capacity, and may be asked by the Chair to step out so that personnel or other confidential matters may be discussed.
- D. The duties of the Haynes School Board shall include but not be limited to the following:
1. Making sure the purposes and objectives of HNS are being met by all concerned.
  2. Making annual recommendations to the LCC Executive Team for hiring or continued employment of the HNS Director, including hourly pay rate or salary.
  3. Considering any request by the HNS Director for additional compensation in excess of his or her contract stipulations, and making recommendations to the LCC Executive Team.
  4. Assisting the HNS Director, and giving advance approval for the hiring and termination of all teachers, assistants, and any other personnel.
  5. Encouraging the education of all staff in their field of early childhood education, including membership in appropriate organizations, attending in-service training and/or seminars, continuing education, etc. Financial provisions may be paid by HNS as income allows.
  6. Providing and maintaining adequate space, facilities, and a pleasing environment in accordance with applicable State of Ohio regulations for preschools such as HNS.
  7. Assisting the Director in developing and reviewing an income-expense Budget by charging adequate tuition/registration fees of parents wishing to enroll, with the intent HNS be self-supporting.
  8. Supporting and approving Director and teacher hours and salaries according to prevalent pay scales of other schools in the community, and based on the qualifications and responsibilities of the individual, with final approval of the Director's compensation by the LCC Executive Team.
  9. Monitoring safe financial controls, including division of financial duties among more than one person, and choosing signatories on the HNS bank account(s). To this end, the Board shall adopt a financial system to receive monies, keep a record of tuition payments, handle deposits, write checks or otherwise make disbursements, reconcile bank statements, keep records of receipts and expenditures, and prepare a regular budget/cash account for review by the Board. The Board may choose to employ a bookkeeper (volunteer or paid) to assist with HNS financial matters.
  10. Along with the HNS Director, interpreting the purpose/program of HNS to the parents of children, the LCC congregation and to the community.
  11. Hearing all grievances.

12. The HNS Director shall not vote on matters pertaining to his/her own employment relationship, and may be asked to step out when such matters are being discussed.
13. The HNS Teacher shall not vote on matters pertaining to his/her own employment relationship, and may be asked to step out when such matters are being discussed.

#### Article III: Duties and Responsibilities of Haynes School Board Chair

- A. Schedule and preside at Board meetings and be the official representative of HNS to LCC Executive Team and other Church committees as necessary.
- B. Be informed of the total program, schedules of all classes, and finances within HNS.
- C. Review HNS monthly bank statements, and determine the need for a financial audit of HNS.
- D. Assist and give guidance to the Director.
- E. Review the Haynes website, Parent Handbook, and other communications from HNS, to ensure LCC ownership and governance of HNS is properly presented, including Board contact information for parents.

#### Article IV: Nursery School Personnel

- A. All HNS personnel must meet or exceed Ohio's Department of Human Services' regulations for nursery school staff, with the exception of supplemental volunteer help.
  1. Substitute Teachers must meet minimum State requirements.
  2. Staff are required to meet, or exceed, all State minimum standards for education, training, and other requirements as a condition of their continuing employment.
  3. Staff members failing to maintain said standards will be asked by the HNS Director to resign from employment with HNS, or else, will be discharged by the Board upon request by the HNS Director.
- B. Employment
  1. As a precondition for employment, all employees must meet or exceed Ohio's Department of Job and Family Services regulations for nursery school staff for the desired position, as well as specific requirements by HNS.

2. All new hires will be subject to a three-month probationary period, after which time, the Director shall submit a written job performance evaluation to the employee, into the employee's permanent employee file, and to the Board upon request.
3. Written job evaluations will be completed by the Director, with copies to the employee, the employee's permanent personnel file, and to the Board (if requested) on a regular basis, not less than twice during the school year (usually fall and spring).
4. Any and all written job evaluations may only be complete upon their written endorsement (i.e. signature) by the Director, and, by the employee in question.
5. All employees not on probation will be contractually bound to employment for the entire HNS calendar school year (September 1 to May 31);
6. HNS shall not discharge/terminate any paid employee during the HNS calendar school year without due cause.
7. The Director may recommend whether or not to renew teacher contracts for the following year subject to advance Board approval. Non-renewal of teacher contracts shall not require suspensions and probationary periods as set forth in Article 4, Section C below.

#### C. Resignation and Discharge

1. Consideration for discharge of an employee will be made by the Director based upon the inability of the staff member to satisfactorily fulfill the job requirements for that position, as well as other actions that would be reason for termination of employment (i.e. criminal behavior, use of profanity, theft, etc.).
2. Upon advance approval by the Board, the Director will initiate termination proceedings, suspend the individual from work and contact with HNS children and families, and terminate said employee.
3. Where the Director's continued employment is called into question, review and action, including, termination, will be conducted by the other Board members, requiring a majority vote for termination.
4. Except in case of gross misconduct, gross negligence, and/or, criminal behavior involving HNS during the school year, staff members will be placed upon a 30-day probation period pending discharge, subject to weekly written reviews by the Director, and, the Director's decision whether to proceed with termination.
5. Staff members shall be notified by the Director if they are suspended pending termination, or, if they have been placed on probation pending possible termination.
6. Staff terminated, pending termination, or on suspension, may be prohibited from entering HNS facilities and/or interacting with HNS students and their families, upon the decision by the Director.
7. In cases of gross misconduct, gross negligence, and/or criminal behavior involving HNS, staff members shall be placed on immediate suspension

pending termination by the Director and Board approval shall be required for termination.

8. Staff may submit written resignations to the Director:
  - a. Staff may resign after the conclusion of classes for the HNS school year, or, up to 30 days before the start of HNS classes.
  - b. Staff may not resign during the academic year while classes remain in session, or, within thirty (30) days of the first class of the year.
  - c. In unavoidable circumstances, a staff member may petition the Director, in writing, to be released from their employment contract.
  - d. The Director shall review resignation petitions, and, present those that are appropriate to the Board for final approval.

D. Salaries are based upon HNS income, relevant job responsibilities, individual qualifications and, local standards.

1. Staff salaries are based upon a fixed hourly rate of pay
  - a. Hourly rates of pay shall be determined by the Director and approved by the Board after submission by the Director of a proposed annual budget for the next school year.
  - b. Hourly rates of pay should remain set for each entire academic year and shall not include payment of bonuses without Board approval.
  - c. Approved HNS related work before and after formal classroom times may be included in formulating the amount of work time generated.
  - d. Salaries will be kept confidential, except as required by law.
2. Full enrollment will reflect in higher salaries, where the tuition based income is appropriate and not below industry norms
  - a. Salary increases will be determined by the Director as income allows and as approved by the Board.
  - b. HNS believes that salary adjustments are necessary to encourage job enthusiasm, despite the impossibility of tuition charges equal to the value of its teachers.

3. The Director may approve entitlement pay for HNS activities requiring staff attendance outside scheduled classroom hours, and other expenses related to teaching at HNS, after notice to the Chair. The Board may deem such notice to be sufficient if the activity is on the school calendar submitted in advance to the Board.
4. Staff member compensation shall not include paid health care, health insurance, unemployment compensation or similar benefits. Worker's compensation coverage shall be maintained.

E. Substitute pay for staff illness, or absence:

1. HNS will pay staff sick days or for an excused absence based upon a yearly number of hours formula set by the Director, with Board approval, as HNS income allows.
2. HNS will pay for substitutes only where necessary to maintain HNS operations.
3. Excessive time away from work, excessive absences, and/or, excessive tardy behavior may be determined by the Director to constitute just and due cause for employment termination.
4. HNS shall keep a permanent record of all staff absences and tardy behavior.
5. HNS shall conduct periodic reviews to identify absence or tardy abuse.
6. The Director will approve all sick or personal time absences in accordance with all relevant laws.

F. Teachers and Teacher Assistants have various responsibilities:

1. Comply with educational requirements for nursery school teachers and staff as delineated by the State of Ohio Department of Job and Family Services.
2. Meet or exceed Ohio's Department of Job and Family Services regulations for nursery school staff.
3. Comply with all State of Ohio physical examination and requirements, at their own expense.
4. Maintain all relevant State of Ohio licenses and certifications at their own expense.
5. Remain dedicated to their students, pursuing their best welfare, education, and sharing the joy of learning, peer instruction, self-control, and other growth opportunities.
6. Demonstrate a strong commitment to HNS students and their parents through exceptional work.
7. Support the purpose, mission and initiatives of HNS.
8. Support the Director's decisions.
9. Share ideas and report problems to the Director.
10. Represent HNS in a positive light to the outside community.

11. Continue education and growth in the early childhood education field.
  12. Network with other nursery schools and their staff.
  13. Establish professional teamwork relationships with HNS staff, students and parents.
  14. Recognize that HNS salaries are based upon tuition income.
- G. The following shall apply to any Assistant Director, which position shall be optional.
1. The Assistant Director of HNS will be a lead teacher with significant knowledge and experience concerning HNS.
  2. The Assistant Director of HNS will be selected by the Director of HNS, upon consultation and approval by the Board.
  3. The person chosen as the Assistant Director of HNS will serve his/her term as a part of his/her employment (teacher) contract with HNS.
  4. The Assistant Director of HNS will plan and coordinate school activities, discuss opportunities and matters of concern, interview staff applicants, and perform other duties as needed, as directed by the Director of HNS.
  5. When the Director is unavailable and/or incapacitated to perform his/her duties, the Assistant Director of HNS will temporarily serve as the Director of HNS.
  6. When there is no Director or Acting Director, the Assistant Director of HNS will temporarily serve in the capacity of Acting Director of HNS, upon approval by the Board.
  7. The Director of HNS may recommend an increase in the salary of the Assistant Director of HNS commensurate with the additional duties and responsibilities that the Director expects and assigns to the Assistant Director of HNS, to be reflected in his/her HNS employment contract, upon consultation with and approval by the Board.

Article V: Director of HNS

- A. The Director of HNS should:
1. Possess a degree from an accredited college, a Bachelor of Arts at a minimum, in early childhood education, elementary education, or a closely related field.
  2. Deposit a copy of their diplomas, certifications, and/or other licenses in their employee file, always accessible for review by Board members.
  3. Maintain all State of Ohio standards and requirements for the position.
  4. Have previous nursery school or kindergarten experience, preferably as a lead teacher and/or as a school administrator.
  5. Commit work time to include non-teaching, administrative duties.
  6. Embody leadership and supervisory abilities.

B. The responsibilities of the Director include:

1. Oversight and implementation of the school curriculum.
2. Hire all HNS staff with the advice and consent of the Board.
3. Terminate HNS staff, when necessary, upon approval by the Board.
4. Supervise all HNS staff while working.
5. Maintain safe financial controls as directed by the Board, and as set forth in Article 2 (D) (viii) above.
6. Conduct periodic written evaluations of all staff members, not less than once per semester.
7. Maintain all required State of Ohio forms and licenses.
8. Ensure the compliance of HNS with all federal, state, and local regulations for nursery schools and for nursery school personnel, including being on site for a minimum of one-half of the hours that HNS is in operation during the week.
9. Maintain all staff files and school records.
10. Conduct all daily HNS operations.
11. Meet with prospective parents.
12. Promote positive publicity, the public image, and media events for HNS;
13. Supervise the relationships between staff, parents, support personnel and students.
14. Decide upon all enrollment requests and issues.
15. Attend Board and staff meetings.
16. Request Board meetings as needed.
17. Attend outside meetings that are of interest to HNS.
18. Ensure that all staff maintain all required State education and certificate requirements.
19. Produce the HNS Annual Report.
20. Prepare a proposed income-expense budget for the forthcoming school year before employment contracts are issued.
21. Operate HNS within its budgetary constraints.
22. Ensure purchase of all supplies, equipment, utilities, and fees necessary for classes, by giving requests for checks to the HNS Treasurer.
23. Consult with and obtain advance approval of the Chair for any major purchases.
24. Teach students, classes, events, as needed, including fundraisers and other community events.
25. During any absence from work by the Director of less than two weeks, the Assistant Director will fulfill all Director duties.



26. During any absence from work by the Director beyond two weeks, the Board shall appoint a temporary Acting Director until the Director has returned, or has been replaced.

C. Director Compensation and Evaluations:

1. The wage of the Director shall be set by his or her employment contract.
2. The employment contract for each Director will be revised annually and authorized by the Executive Team, after receiving recommendations from the Board.
3. The Director may petition the Board for compensation for work done on behalf of HNS requiring extraordinary work and time in excess of his or her contract stipulations. A favorable recommendation by the Board shall be discretionary, after a careful good faith evaluation of the facts involved, with final approval by LCC Executive Team.
4. Professional extracurricular activities may not be considered for additional compensation.
5. The cost of professional, school related classes taken by the Director may be considered for compensation.
6. Professional extracurricular activities held during class teaching hours may require a substitute teacher to be hired.
7. The LCC Director of Children and Family Ministries, or another person chosen by said LCC Director, shall prepare a written job evaluation for the HNS Director, not less than twice during the school year (usually fall and spring), with copies to the HNS Director, his/her permanent personnel file, and to the Board (if requested).

- D. The Board shall ensure that HNS maintains adequate and continuous liability insurance, and all other insurance arrangements necessary to safeguard the mission of HNS and to safeguard against potential disaster, loss, or hostile litigation.

Article VI: Registration and Tuition

A. Adjustment period:

1. There will be a six (6) week trial period for all children beginning with the first day of classes, during which time teachers must evaluate each child's ability to adjust to the school setting and work with the Director on any child with a questionable adjustment in order to make every effort to aid the child in acclimating to the HNS environment.
2. Children determined to have unsatisfactory adjustments will be withdrawn from HNS.
  - a. The Director may approve a three (3) week extension of the trial period where the Director has determined that a borderline case exists.
  - b. The Board and Director will be notified of any suspicion of withdrawal and any such impact upon the budget of HNS will be evaluated and minimized.
  - c. Students who have left HNS will be entitled to refund procedures subject to the provision of this Article.

B. All fees are to be determined by the Director based on comparable charges set by other nursery schools in the greater community.

1. Tuition is calculated on a daily basis, equally for all classes/grades at HNS.
2. Tuition may be collected on a monthly or on an academic term basis, to be set for each student as the Director sees fit.
3. Tuition refunds will be determined on a daily basis charge basis.
4. National holidays and school vacation days are included as charged school days.
5. Missed school days, including emergency school closings and/or pupil absences, will be included as charged school days.
6. Tuition payments should be made by check – cash or barter may not be accepted.
7. The Director may remove a student from HNS where tuition is two or months in arrears.

8. The Director may impose a reasonable late fee on tuition received after pre-determined deadlines.
9. The Director may notify Board members that students are withdrawn.
10. Registration fees are not refundable, except at the direction of the Director.
11. Registration forms will only be accepted if accompanied by the full registration fee.
12. The Director of HNS will set tuition and registration fees and procedures, upon consultation with and approval by the Board.
13. The Director will include written regulations for tuition, registrations, late and other fees in the HNS Parents Handbook.
14. The Director will verbally explain the amounts and the regulations for tuition, registrations, late and other fees, (such as materials, snacks, “in-house” field trips) at the annual HNS Parent Meeting.
15. Teachers and staff receiving tuition payments will safeguard them, handing them to the Director at the first available opportunity.
16. The Director may serve as the School Registrar to actively register the students at HNS. If the Director is also a teacher, he or she may receive additional compensation at his or her teacher salary rate, with additional hourly compensation, at their teacher salary rate, for necessary time spent outside of his or her teaching hours completing registration functions, after consultation with and approval by the Board.
17. Registration for enrollment at HNS will generally be accepted in the following order: present enrollees, children of LCC members, children of families whose children have been enrolled in HNS previously, and others interested in order of application acceptance.

#### Article VII – Session and Schedules

- A. The HNS yearly calendar will be determined by the Director upon consultation with and approval by the Board.
- B. The Director shall determine the date for the first day of classes, which shall be after the first day of August.
- C. There should be an equal number of days for all three-day classes.
- D. HNS vacation, administrative, holiday, and other days off (scheduled cancelled classes) will mirror those set by the Lakewood City School district.
- E. The Director may alter class schedules according to the need and the availability of staff, where necessary to best accommodate students and staff.
- F. The size of each class will be set by the Director such that class size will remain optimal for age grouping, and may not exceed relevant State of Ohio regulations and/or standards.