COLLEGE PARK NURSERY SCHOOL, INC.

BY-LAWS

(Effective as of March 2011)

ARTICLE I NAME AND PURPOSE

The name of this organization shall be the College Park Nursery School, Inc. The purpose is to promote the welfare of children by establishing, maintaining and conducting a non-profit, non-sectarian, co-operative school administered by the parents of the students for the purpose of providing instruction, guidance and training of children, and for the purpose of providing for parents resources, support, and involvement in their child's early education. The School shall not discriminate with regard to race, color, gender, sex, religion or national origin of the membership, faculty and administrative staff.

ARTICLE II FINANCIAL ASSISTANCE

SECTION 1. A financial assistance program shall be established to provide a preschool experience for children whose families would otherwise be unable to do so, and in accordance with the School's purpose to promote the welfare of all children.

SECTION 2. Financial assistance shall be awarded to those applicants selected by the Financial Assistance Committee (composed of the Vice President/Membership Coordinator, no less than two other Board of Directors members, and any other interested members, not to exceed a total of five). Funds to support this program shall be made available through the collection of application fees.

SECTION 3. Financial assistance recipients and their families may be exempt from school fees, ticket purchases, etc. at the discretion of the Board of Directors.

ARTICLE III MEMBERSHIP

SECTION 1. Application for membership shall be open to a parent, grandparent or legal guardian if the child is mentally and physically capable of participating in the program and the parent, grandparent or legal guardian are also mentally and physically capable of and will:

- a) serve as an aide in the classroom,
- b) attend evening membership meetings, and
- c) assume responsibility toward the administration of the School.

Applications for the (2) year old program will be accepted if the child has attained the age of two (2) on or before September 1st of the year they will begin the program.

Applications for the three (3) year old program will be accepted if the child will attain the age of three (3) on or before September 1st of the year they will begin the three-year old

program. Applications for the four (4) year old program will be accepted if the child will attain the age of four (4) on or before September 1st of the year they will begin the four-year old program. For multi-age programs, the child must attain at least the youngest age for the class by the stated deadline. The Teacher of the proposed class, the Teacher/Director, and Vice President/Membership Coordinator or President shall approve all exceptions to these limits.

SECTION 2. A child's file is private and consists of personal forms and health records, evaluations in teachers' files, and is accessible only to the child's parent, grandparent, or legal guardian, the child's teacher, and appropriately designated individuals. All pupil records shall be kept in a locked file cabinet in the school office. To ensure privacy, when a parent, grandparent or guardian wishes to see their child's file, they must do so in the presence of the child's teacher at the School.

SECTION 3. If a situation arises where one class for the following school year is overfilled by returning members, the Director and Membership Coordinator shall decide enrollment in that class based on the following four (4) criteria, in order of consideration:

- 1. Number of years the child has been in the school;
- 2. Number of years the family has been a member in the school;
- 3. Family's service to the school, i.e. attendance at membership meetings, making on-time payments, fulfilling co-oping responsibilities, fulfilling administrative responsibilities, etc.;

4. Gender and relative ages of all children applying for the class.

SECTION 4. By the end of January, the Board of Directors shall evaluate the program to determine any necessary changes for the following academic year. If necessary, an evaluation form will be distributed to the general membership for completion. The Vice President/Membership Coordinator will compile the collected information. A report will be written and distributed by the Vice President/Membership Coordinator to the Board of Directors. The decision of the Board of Directors will be announced to the Membership. Any changes to the curriculum requested by the majority of the Membership will be discussed formally with the teachers.

SECTION 5. Payment of an amount equal to the current applicable fees and two (2) months' tuition shall be required before the child enters school. An authorized withdrawal shall be at the request of the School or if the family gives thirty (30) days written notice. The two months of tuition represent the first and last months' tuition payments."

SECTION 6. A total of nine (9) equal tuition payments are due for each academic year. Two are due before the child enters school, and the remaining seven (7) monthly payments are due on the first day of the previous month. A family may choose to pre-pay tuition by the year or the semester. Families exercising this option will be eligible for a discount as specified by the Board of Directors. Families with multiple

children enrolled simultaneously are eligible for a tuition discount for the second and subsequent children enrolled.

SECTION 7. There shall be an application fee paid when the application is submitted to the School and the Board of Directors shall determine the amount. The application fee is a non-refundable fee unless approved by the Board of Directors.

SECTION 8. The Board of Directors shall determine any fees in addition to the application fee. All fees are non-refundable. For a family entering the School after January 1st, half of the total amount of the determined fees will be charged, with the exception of the application fee, which must be paid in full.

SECTION 9. There shall be fines for late tuition payment and missed membership responsibilities. These fines shall be set by the Board of Directors and reviewed annually.

SECTION 10. The School shall have the option to take legal action to recover delinquent tuition and fees in the event the rules of withdrawal are not observed by withdrawing families or if other financial obligations by the families to the School remain unmet. If the School opts to take legal action to recover tuition and fees, the family responsible for incurring delinquent tuition and fees will also be responsible for paying interest on the delinquent tuition and fees and the cost of any and all legal and collection fees.

ARTICLE IV PURCHASESE

SECTION 1. The Teacher/Director shall be permitted to make purchases up to one thousand dollars (\$1000.00), and must report such purchases to the Treasurer.

SECTION 2. Purchases by members of less than five hundred dollars (\$500) require prior approval of the Director. All purchases between five hundred dollars (\$500) and two thousand dollars (\$2,000) require prior written approval of the Treasurer. Purchases between two thousand dollars (\$2,000) and ten thousand dollars (\$10,000) require a two thirds (2/3) vote by the Board of Directors. Purchases greater than ten thousand dollars (\$10,000) require a two thirds (2/3) vote by the membership.

SECTION 3. Purchases of goods and services expected to be over two thousand dollars (\$2,000) shall require a bidding process with a minimum of 2 bids to be sought by the Treasurer and/or the Director. Estimates shall include costs of permits, maintenance costs, and the cost of item or service. Exceptions may be made in emergency situations; the people deciding such purchases shall be the Treasurer and the Director, at a minimum.

Any member of the Board of Directors, Teacher/Employee, or committee member having an interest in a contract or other transaction presented to the Board of Directors or a committee of the Board of Directors for recommendation, authorization, approval or ratification shall give prompt, full and frank disclosure of his or her interest to the Board of Directors or committee prior to its acting on such contract or transaction. If a conflict

is deemed to exist, such person shall not vote on or participate (other than to present factual information or to respond to questions) in the discussions or deliberations.

ARTICLE V VOTING

SECTION 1. Each family, in good standing with the membership, shall have one vote per child currently enrolled for all questions presented at any meeting of the general membership. Only members in attendance are eligible to vote. No proxy vote will be accepted.

SECTION 2. A simple majority of the members of the School in attendance at a Membership Meeting shall constitute a quorum at meetings of the Membership and decide all questions taken up by the members in any Membership Meeting. Voting will be by show of hands, but written ballots may be requested by the Board of Directors and/or the Membership.

SECTION 3. At meetings of the Board of Directors, a quorum shall consist of fifty percent (50%) of the voting members of the Board of Directors, present in person. Voting will be by a show of hands, but written "ballots" may be requested. Except as otherwise provided in these bylaws, decisions of the Board of Directors shall be by vote of a majority of those present and voting, but not less than one-third of the Board of Directors then serving. Each member of the Board of Directors excluding the Director, Teachers/Staff and other employees shall have one vote.

SECTION 4 (AMENDMENTS). Amendments or exceptions to these Bylaws and to the Articles of Incorporation may be made by a two-thirds (2/3) vote of those members attending any Membership Meeting. Members will be given a copy of the proposed amendments or Bylaw changes at least two (2) weeks prior to the Membership Meeting.

ARTICLE VI MEMBERSHIP MEETINGS

SECTION 1. There shall be a minimum of three (3) Membership Meetings during the school year and attendance shall be obligatory on all members. If a member cannot be present, she/he will be penalized according to Article III, Section 9.

SECTION 2. A Membership Meeting may be called at any time by the President or at the request of 50% of the membership and if so called, the usual penalties may apply.

SECTION 3. There shall be an annual meeting of the membership each spring when officers for the Board of Directors shall be elected for the following year.

SECTION 4. The Membership shall be responsible for the election and removal of officers, for hearing and passing upon reports of officers and committees, for the approval of the Bylaws and their amendments, for approving purchases by the School over ten thousand dollars (\$10,000) and for exercising final authority in all matters vitally affecting the fundamental policies of the School.

SECTION 5. A member shall have the right to bring any policy problems and decisions to the Board of Directors and, failing satisfactory solution, then to the general membership.

ARTICLE VII BOARD OF DIRECTORS

SECTION 1. The Board of Directors shall consist of all officers, the Class

Representatives and such committee chairpeople as shall be decided upon by the

President for the current year. The Staff shall be ex-officio members. Attendance at

Board of Directors meetings shall be open to all members not on the Board of Directors,
but those guests shall not have voting rights.

where the new directors will be selected for the next academic year ("Election Meeting"), the President shall send out written notices to the membership of the positions of the Board of Directors, the duties and compensation of such positions, the estimated amount of monthly time required for each position and the eligibility requirements to serve on the Board of Directors both specific to the position and in general. The President will ask any interested party, including current office holders who would like to continue in the position, to contact her/him if they are interested in being a candidate for a position. The President or other member(s) of the Board of Directors shall confirm the eligibility of all such candidates and confirm that they are in good standing. Eligibility for a Board of Directors' position requires that the candidate's family is a member of the co-op who will be members of the School during the year in which they hope to serve on the Board of

Directors, in Good Standing and that the candidate meets the specific eligibility requirements for the position being sought. As used herein, "Good Standing" shall mean the following that the candidate's: (a) tuition and other financial obligations to the School are paid up-to-date or that they are complying with their valid in-place payment plan, (b) family completed satisfactorily their family's co-oping duties in the classroom, (c) family completed satisfactorily their family's co-op job with the School, (d) family participated in School wide obligations/events such as the big clean and the annual open house and fun fair, and (e) family attended the majority of the membership meetings.

Either before or at the Election Meeting, the President or his/her appointee shall present the slate of potential candidates to the membership along with an opportunity for the candidates to express their qualifications and interest to the membership. At the Election Meeting, the President will call for someone (other than the candidates) to approve the slate of candidates and another person (other than the candidates) to second this motion.

All positions, whether there are one or more than one candidates for such office, shall be voted in by a simple majority vote of the membership at the Election Meeting. Voting will be by a show of hands. The President reserves the right to call for a written ballot to be conducted for a particular position or positions outside of the Election Meeting within 1 week of the Election Meeting in his/her sole discretion.

In the event of a tie vote between two nominees for an office, the outgoing President shall be the tie-breaker unless the President herself/himself is running and then such tie breaker shall be the Vice- President. Following the election, the President shall introduce the new Board of Directors to the general membership. The Secretary shall record in the minutes the names of the new Board of Directors members and a count of the vote.

SECTION 3. The officers shall be elected for terms of 15 months, beginning on June 1, at the annual spring membership meeting and shall hold office until August 31 of the following year. The newly elected officers shall work in conjunction with the outgoing officers until the outgoing officers' terms end on August 31. Arrangements are made between the outgoing Treasurer and incoming Treasurer to relinquish and obtain signing authority in relation to checking and savings accounts. This must be done at a banking institution, preferably with the outgoing and incoming Presidents present or School Director.

SECTION 4. The Board of Directors shall meet five (5) times a year or as needed. Meetings shall be called at the discretion of the President or any two (2) Board of Directors members or at the request of a Member if deemed necessary by at least 2 members of the Board of Directors.

SECTION 5. The results of all Board of Directors actions shall be available for review to all interested members.

SECTION 6. The Board of Directors shall: (a) be responsible for operations of the School subject to limitations imposed by the membership, (b) appoint the teacher(s) with the Director and define their duties, (c) fix the terms of contracts of employment for staff, (d) by two-thirds (2/3) vote, sever the connection of any staff member with the School before the end of the school year, provided that such action shall be in accordance with the terms of the contract of employment, (e) approve the budget, fees and tuition rates, and (f) take any action on matters of policy where circumstances dictate that immediate or emergency action is required by the Board of Directors, provided that if such action taken by the Board of Directors is inconsistent with any action previously taken by the membership, a two-thirds (2/3) vote of the members of the Board of Directors is required to take such action, and (g) draft policies to be approved by the membership, and (h) set salaries and decide bonuses for all staff.

ARTICLE VIII OFFICERS

SECTION 1. The Officers of the School shall be President, Vice

President/Membership Coordinator, Treasurer, Secretary and Jobs Coordinator. The

President shall serve as Chairperson of the Board of Directors as well as President of the

Corporation. The Secretary shall serve as Secretary of the Corporation as well as the

Board of Directors.

SECTION 2. The President shall: (a) prepare agenda and preside at all membership meetings and all Board of Directors meetings, (b) appoint the chairpeople of committees authorized by the Board of Directors and fill any vacancies on the Board of Directors, (c) present for action by the Board of Directors, the names and qualifications of teacher applicants, (d) represent the School in the community except where a delegate has been elected by the membership, (e) confer regularly with the Teacher/Program Director, (f) Assist the Director and Treasurer in preparation and receipt of all government forms and reports, and (g) assume responsibility for keeping the School's website current.

SECTION 3. The Vice President shall: (a) assist the President in the discharge of his/her duties, (b) in the absence or disability of the President, act in his/her stead, (c) become President if that office falls vacant, (d) serve as liaison with committees designated by the President, (e) confer regularly with the President and Director, (f) serve as liaison with the committees designated by the President, (g) serve as Chairperson of the Financial Assistance Committee (Article II, Section 2) and (h) perform the duties specified below:

Additional duties of the Vice President shall include: (a) initiate publicity about the school, (b) conduct an annual School Visitation Week in January and assist with the planning of the Spring Open House/Fun Fair, (c) maintain a permanent record of all persons who inquire about the School, including name, address, phone number, child's sex and birth date, (d) explain the School's program and cooperative effort to all prospective families, (e) inform alumni and current members of the registration period

during which they are given preference, (f) update and provide information and application forms to interested parents, with date on which applicants will be notified of their standing, (g) collect registration fees and inform applicants that additional fees and tuition payments should be made to the Bookkeeper, (h) arrange a visit to the School while in session for all interested persons, (i) maintain application forms in order in which they are received and for later distribution of parts therein to President, Treasurer, Bookkeeper and Teachers, (j) notify families of their standing (class or waiting list) along with information on preliminary orientation procedures for the current year, (k) provide each incoming family a set or registration materials and introduce them to their class representative, (1) provide proper information to President, Treasurer, Secretary, Bookkeeper and Teachers of late registrants, (m) provide a list of all families for the use of the Membership, (n) arrange for a constant supply of current registration forms, (o) work with agencies and individuals in the community to recruit and maintain a diverse school population (p) provide families who apply for financial assistance with necessary materials and forms and assist them in the preparation of those forms, if necessary (q) convene and chair the Financial Assistance Committee, and (r) serve as liaison with committees designated by the President.

SECTION 4. The Secretary shall: (a) keep correct minutes of all membership meetings and Board of Directors meetings and see that these minutes are available to the membership and officers, (b) maintain the School's files, (c) take attendance at membership meetings and notify the Treasurer and Bookkeeper of absentees, (d) take

charge of revision and preparation of the School's Manual and other documents as necessary, and (e) serve as liaison with committees designated by the President.

SECTION 5. The Treasurer shall: (a) prepare budgets, projections, and cost analysis for the school year, (b) regularly present the Board of Directors with financial statements, (c) reconcile the bank accounts monthly, (d) negotiate and review rental agreements and insurance policies along with the President, (e) submit the books for an audit at least every 2 years, (f) prepare tax returns to the IRS and the State of Maryland and lead the Board of Directors through final approval of such returns, (g) prepare and maintain records of all government forms and reports, (h) assure purchase bids and approve purchases as required by Article IV, (i) delegate responsibilities to the Bookkeeper and instruct and provide supervision in his/her performance, (j) assume the duties of the Bookkeeper if that position is not filled, and (k) serve as a liaison with committees designated by the President.

SECTION 6. The Jobs Coordinator shall: (a) ensure that at least one parent, grandparent or legal guardian from each member family has assumed an administrative job on behalf of the School, (b) provide members with descriptions for each administrative job, (c) discuss administrative job changes with the rest of the Board of Directors and Teachers, (d) maintain a current list of administrative jobs and job descriptions, and (e) serve as liaison with committees designated by the President.

ARTICLE IX STAFF

SECTION 1. The Teaching Staff shall consist of professionally trained teachers.

One of the Teachers shall be designated and receive extra compensation as Director. The Director will serve as supervisor for the teaching staff. Teachers and the Director are considered at-will employees and are subject to an employment contract.

SECTION 2. Each Teacher shall: (a) assume full responsibility for at least one class, (b) plan the daily program, (c) attend Board of Directors meetings, (d) attend all membership meetings, (e) hold regular conferences with individual parents of their class, and (f) keep a record of daily attendance of pupils and classroom aides, and any other duties as assigned by the Director or required by Maryland law or licensing requirements.

SECTION 3. In addition to the above duties, the Director shall consult with the committees established to assist in the daily operation of the School, and represent the School professionally in the community.

SECTION 4. One member of the staff shall serve as Aftercare Coordinator. The Aftercare Coordinator shall: (a) oversee up to five after-care sessions per week, Monday-Friday, under the supervision of the CPNS Director; the number of participants in such sessions will be determined by the ages of the participants and in no case will be more than 12 per Aftercare Teacher; (b) oversee alternate Aftercare Teachers, (c) maintain the books related to aftercare fees, (d) maintain an attendance log and sign-out

log of users of aftercare, (e) purchase supplies for aftercare including snacks and craft projects, (f) see that the aftercare cots and linens are appropriately maintained.

SECTION 5. The Board has the right to hire administrative staff as needed.

Administrative staff are considered at-will employees and are subject to an employment contract. The need for such staff will be reviewed annually. Administrative staff will be under the supervision of the President and Director or as delegated to a member of the Board of Directors.

ARTICLE X DISSOLUTION

SECTION 1. Dissolution of the School can occur under the following circumstances: (a) in the event that the School should not open for at least one whole school year; or (b) by a two-thirds vote of the Membership at a Membership Meeting called for this particular purpose after approval by a two-thirds vote of the then sitting Board of Directors, provided that notice of the proposed dissolution has been submitted to the Membership in writing with written notice of the meeting date to decide on the proposed dissolution at least thirty (30) days prior to the meeting date. If the Membership votes to dissolve the school or if the School cannot open during a new school year, then the School must send written notice to each family currently enrolled and each Employee currently under contract with the School of such decision.

SECTION 2. In the event that the school is dissolved or in any year the School does not open, the Board of Directors and the Director will call on former members of the Board of Directors, not currently in the School, to manage the dissolution of all School property and assets. This group shall be known as the Board of Trustees. There shall be at least 5 members on the Board of Trustees.

SECTION 3. In the event of dissolution of the School all the real property, equipment, cash on hand and other assets of the School will be held in trust by the Board of Trustees, to be made available during any or all of the next 3 years to any acceptable organization which is organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law), approved by the Board of Trustees, which may reconvene the School. Any year that the School does not reconvene during the 3-year period, the Board of Trustees may rent out or lend the equipment of the School to any other cooperative nursery school in the Sate of Maryland. In the event there are liabilities and/or obligations, the Board of Trustees can dispose of the assets in any way it sees fit in order to meet those existing liabilities and/or obligations. Any remaining assets not disposed of by the Board of Trustees shall be disposed of by the Court in the jurisdiction in which the principal office of the Corporation is then located, exclusively for such education or charitable purposes or to such organizations. The Board of Trustees will also be required to have a final financial audit performed for the School performed by an independent auditor

SECTION 4 (DISPOSAL OF RECORDS). The Board of Trustees shall also oversee the disposition of the school's student and business records. The Board of Trustees shall be responsible for maintaining personnel employment records after dissolution including but not limited to, verifying prior employment. The Board of Trustees shall be responsible for the orderly transition and safety of student files. This includes ensuring that each student has their student academic and health records transferred to their new school where appropriate or to the parents/guardians of the students.

SECTION 5. Membership on the Board of Trustees shall continue, notwithstanding the terms provided in the By-Laws for a period of five (5) years after: (a) any failure of the School to open or the School's dissolution, or (b) until the April following the re-establishment of the School. The remaining member or members of the Board of Directors, during any time when the School has failed to open and has not been re-established, shall fill any vacancy occurring on such Board of Trustees.

SECTION 6. Neither the Board of Trustees nor any member thereof, shall be accountable for any debts or liabilities of the School, nor for any action or decision they may take in good faith under the powers granted them by this article. The Board of Trustees shall be covered under any insurance policies that indemnify directors, officers, trustees and employees of the school.

SECTION XI INDEMNIFICATION & INSURANCE

SECTION 1. (INDEMNIFICATION): The School shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee, or Trustee of the School against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, and the advancement of related expenses, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; or any settlement thereof. Provided, however, that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding: (i) not to have acted in good faith in the reasonable belief that such action was in the best interests of the School, or (ii) if adjudged therein to be liable for gross negligence or misconduct in the performance of her/his duties. Further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding as being in the best interests of the School. For purposes hereof, "Employee" shall include all teachers, bookkeepers and other paid positions serving the School but shall not include co-oper membership positions.

SECTION 2 (EXONERATION): To the extent legally permissible, no director, officer, trustee or employee of this School shall be personally liable to the School or its membership for money damages; provided, however, that the foregoing limitation of director, officer, trustee and employee liability shall only be to the extent permitted of organizations which are exempt from Federal income tax under section 501(c)(3) of the

Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

SECTION 3. Except to the extent prohibited by law, the indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under the Articles of Incorporation, any bylaw, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding office, and shall be in addition to all other rights to which any person may be entitled.

SECTION 4 (INSURANCE): The School shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, trustee, employee or agent of the Corporation, or who, while a director, officer, trustee employee or agent of the Corporation is or was serving any of the entity at the request of the Corporation, and in any capacity, against any liability, asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the Article.

SECTION 5. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such

amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

SECTION 6. This Article constitutes a contract between the School and the indemnified officers, directors, trustees and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, trustee or employee under this Article shall apply to such officer, director, trustee or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

SECTION 7: This section shall survive dissolution of the corporation for a period of 5 years.

ARTICLE XII SUSPECTED CHILD NEGLECT OR ABUSE

SECTION 1. Any Employee of the school, who has reason to believe that a case of child maltreatment (child neglect or abuse) has occurred, shall report to the Director and the President of the School. Thereafter, such Employee shall make an immediate report to the appropriate authorities in the manner specified (as of 2011, Prince George's County Department of Social Services for neglect or abuse, or to the Domestic Investigations Unit of the Criminal Investigations Unit of the Prince George's County Police Department for abuse only). It is the duty of the Director to ensure that suspected cases of child maltreatment, that are brought to his/her attention, are duly reported to the appropriate authorities by the Employee. There shall be information concerning the Maryland Laws and regulations regarding child abuse available at the School. For

purposes hereof, "*Employee*" shall include all teachers and other paid positions serving the School but shall not include co-oper membership positions.