

## SERRA PRESCHOOL STANDING RULES

As of March 22, 2017

### Article I. Requirements for Membership

Membership shall be open to any family who meets the requirements as stated below. Said membership shall be limited to the total enrollment allowed by the State of California, Health and Welfare Agency, Department of Social Services.

**Section A: Age Requirements.** Children must be 3 years of age by November 1st to be eligible for the 2-day class. To be eligible for the 3-day class, the child must be 4 years old by December 1st. Children must be fully toilet trained and not using any type of training pants during school hours (child must be wearing appropriate undergarments to school).

**Section B: Childs Health Requirements.** Children must have immunizations up to date according to the California School Immunization Law (California Health and Safety Code, Sections 120325-120375). These include those below, but are subject to change per California Immunization policy. If you choose not to vaccinate your child or to use a different schedule, you must obtain a medical waiver. More information on required vaccinations and the medical waiver form can be found at [www.shotsforschool.org](http://www.shotsforschool.org).

|             |                                      |
|-------------|--------------------------------------|
| 3 Polio     |                                      |
| 4 DTap      | (Diphtheria, Tetanus, and Pertussis) |
| 3 Hep B     | (Hepatitis B)                        |
| 1 MMR*      | (Measles, Mumps, Rubella)            |
| 1 Hib*      | (Haemophilus Influenzae type B)      |
| 1 Varicella | (Chickenpox)                         |

\*1 MMR and 1 Hib vaccination must occur after the child's 1<sup>st</sup> birthday.

**Section C: Working Parents Health Requirements.** Parents working in the classroom must demonstrate compliance with State of California Health and Safety Code Section 1596.7995 regulations. These requirements include those listed below, but are subject to change per California health and safety policy.

1. TB Test: Working parents must show that they do not have TB by providing evidence of a clean TB skin test or a clean chest X- ray. TB tests are valid for 4 years. Pregnant or nursing mothers are exempted from this requirement but must have a note from a health care provider indicating such.
2. Measles Immunity\*: Working parents must demonstrate immunity to the measles by providing evidence of 2 measles vaccinations or the results from a blood test showing immunity.
3. Pertussis (Whooping Cough) Immunity\*: Working parents must demonstrate immunity to Pertussis by providing evidence of receiving the pertussis vaccine within the past 10 years.

4. Flu shot: Flu shots must be obtained annually between August 1st and December 1st. Working parents may opt out of getting a flu shot by signing a declaration that they are choosing to not get a flu shot.

\*A medical waiver may be obtained from a licensed physician to be exempted from the measles and pertussis requirements.

**Section D: Participation Requirements.** Membership shall be open to those families where at least one parent or legal guardian can participate in all duties as outlined below and listed in detail in Article II. Exceptional cases are to be decided by the Board.

1. To serve by turn as an assisting parent in the school.
2. To help in the administration and policy making of the Preschool by attending scheduled meetings.
3. To serve as an officer or complete an assigned school job.
4. To complete or be in the process of completing the required parent education.
5. To support all mandatory fundraisers executed by Ways & Means for the purpose of raising monies.
6. To participate in all work and clean up days as assigned.
7. To comply with all of the Preschool's Standing Rules.

**Section E: Submission of Complete Enrollment Package Requirements.**

Before a child may be enrolled a complete enrollment package must be submitted. The enrollment package includes, but is not limited to, the following documents:

- Serra requirements list
- Emergency card
- Working parent clearance form
- Criminal record statement for parents who work in the classroom
- CA ID and emergency
- Physician report
- Preadmission health history
- Consent for medical treatment
- Personal rights form
- Notification of parents rights
- Parent sign off form
- Phone directory permission
- Parent child questionnaire
- Speaker topic survey

Adjustments and admission to the school shall be made at the discretion of the Director.

## **Article II: Member Participation Requirements**

### **Section A: Working Day Requirements**

1. One working parent per family is expected to work on a regular basis, the exact number of days to be arranged by the scheduler. Families with more than one child enrolled in a single class will be scheduled to work one day more per month than the average for that month. Families with more than one child enrolled in the school, but in different classes, will be scheduled to work twice for each group, not to exceed more than once a week.
2. Maternity leave is limited to six weeks. Parents will need to find substitutes for any additional time that is missed. The Board may approve exceptions.
3. Assisting members are required to arrive 30 minutes prior to the start of the school day for set-up and stay 30 minutes after the end of the day for cleanup. If an assisting parent arrives late, a fine will be imposed. The Board may revoke membership if an assisting parent is late three times.
4. When a member cannot work on their scheduled day due to an emergency, it is their responsibility to secure someone to work for them.
5. Any member who twice puts the license of the school in jeopardy by failing to work on his/her scheduled day or to secure a substitute shall be considered withdrawn.
6. Working parents must be free of colds and infectious diseases. If a parent comes to school sick, the Director is required to ask them not to stay and their assisting day will be rescheduled.

### **Section B: Meeting Requirements**

1. Parent Orientation - Parent Orientation will be held each year prior to the start of school. This meeting is mandatory. If you are unable to attend due to extenuating circumstances, you must notify the Director.
2. Monthly General Business Meeting
  - a. General Business Meetings are held on the fourth Wednesday of each month at 6:00 p.m. (social /dinner from 6:00 to 6:30, business meeting from 6:30 to 7:30, educational portion from 7:30 to 8:30).
  - b. At least one parent from each member family, preferably the parent who will be working at the school, is REQUIRED to attend from start until the meeting is officially adjourned. Children are not allowed at the meeting.
  - c. The general business meeting is mandatory because it provides members the

opportunity to express ideas and take an active role in the school's administration. Members will be made aware of important changes and other information regarding the program, and will learn valuable parenting skills from the educational portion of the meeting.

- d. If a member cannot attend, you must notify the Secretary of your absence.
  - e. Members may miss one meeting without penalty. See section VIII for fines levied. After the third missed meeting your membership in the school will be up for review by the Board.
  - f. The Secretary shall be responsible for maintaining attendance sheets and records and shall notify the treasurer if any fines are indicated.
  - g. Members are responsible for obtaining a copy of minutes from any missed meeting. It is the responsibility of the member family to read the general meeting minutes and obtain any information presented, including but not limited to: schedules, sign-up sheets and other handouts.
  - h. Fifty-one (51) percent of the membership shall constitute a quorum at any regular general membership meeting. A majority vote of this quorum shall be necessary to pass any measure.
  - i. Each member family shall have one vote regardless of the number of children enrolled.
3. These required meetings are for parents only. Children, with the exception of nursing infants, are not permitted.

### **Section C: School Job Requirement**

1. Members will be given the opportunity to select their top three choices of the available school jobs and will be assigned a school job to be completed throughout the school year. The Secretary will make best efforts to provide each member with their first choice.
2. Members are required to complete their assigned school job as described and communicate the status of jobs or any concerns to the Secretary. If a member fails to adequately perform their assigned school job they will be informed verbally by the director, teacher or board member. If the member continues to fail to perform their assigned school job after verbal notice they will be given a written notice with a date the specific task must be completed. If the member further fails to perform their job in the time outlined by the written notice they will be assessed a fine and their membership will be up for review.

#### **Section D: Parent Education Requirement**

Members are required to complete the parent education requirement by attending all required general meetings and staying for the entire duration of the meeting till the conclusion of the parent education program, which is held during the last hour of the meeting.

#### **Section E: Mandatory Fundraisers Requirement**

Each year the board decides which fundraisers will be mandatory and which will be voluntary. The list of mandatory fundraisers, along with the buy-out cost, will be listed in the enrollment documents. Members are required to participate in the mandatory fundraisers or pay the buy-out fee. If a family chooses to leave the school prior to the end of the year the mandatory fundraiser fee will be deducted from the security deposit. (See Article VII for proration of fees.)

#### **Section F: Clean Up Days Requirement**

1. Every member is required to work at two clean up days: one clean up day during the year (scheduled every six weeks and called a "six-week clean up") and one end of the year clean up day. Missed clean up days will result in a fine (see Article VIII).
2. Board members are excused from the six-week clean up.

### **Article III: Member Probationary Period; Termination Policy and Vacancies**

**Section A: Probationary Period:** The first eight weeks of the child's attendance at school are to be considered a probationary period, during which time the executive board, with the recommendation of the Director, may drop the child from school if, in its opinion, it is deemed in the best interest of the school or of the individual child.

#### **Section B: Termination Policy:**

1. The executive board shall have power by vote of a majority of its members to expel and terminate the membership of any member for conduct which, in its opinion, disturbs the order, dignity, business, or harmony, or impairs the good name of the organization, or which is likely, in its opinion, to endanger the welfare, interests, or character of the organization, or for any conduct in violation of these By-Laws or of the Standing Rules of the organization.
2. When terminating a membership, the Board shall notify that particular member in writing, stating the reason for termination, by Registered Mail, return receipt requested.

**Section C. Vacancies.** As vacancies occur, they may be filled from the waiting list. If there is no waiting list, vacancies may be filled on a first come first served basis.

## **Article IV. School Sessions/ Attendance**

### **Section A: Calendar and Hours**

1. The school calendar shall parallel the Capistrano Unified School District calendar as closely as feasible. However, the decision to close school due to emergency situations or an unsafe classroom shall be made at the discretion of the Director.
2. The three-day class shall meet on Monday, Wednesday, and Friday of each week. School hours for the three-day session shall be 9:00am to 12:15pm.
3. The two-day class shall meet on Tuesday and Thursday of each week. School hours for the two-day class shall be 9:00am to 12:00pm.
4. No children may be dropped off prior to the start of the school day unless approved by the Director. The only children present prior to the start of the school day shall be those children whose parents are working that day.
5. Members are to pick up their children on time at the end of the school day. A fine will be charged after the first 5 minutes the parent is tardy. See Article VIII for information on the fines.

### **Section B: Health Requirements for School Attendance**

1. Children with infectious diseases or signs of colds must remain at home. Each member is responsible for notifying the Director when their child has exposed the group to an infectious disease.
2. The Director or teacher conducts a health check each morning. If they deem it advisable, a member may be called and asked to take the child home.

**Section C:** Driving and carpool arrangements are an individual matter. The school is in no way responsible for or connected with the transportation of children to and from school or field trips.

**Section D:** Children who are not enrolled in the school are not allowed in the classroom on regular school days. This includes siblings and nursing infants. Siblings, or other children who are not enrolled in the school, may attend special school events and field trips as long as they are accompanied by a parent or guardian.

## **Article V: Fees**

All fees and due dates are subject to change on a yearly basis. Current fees and due dates will be outlined on the Serra Preschool website, the handbook and in the enrollment materials.

**Section A: Registration fee.** A non-refundable registration fee shall be payable upon the submission of the application form for each child.

**Section B: Security Deposit:** Security Deposit is payable at Orientation. Those members with no outstanding balance at the end of the year will receive their Security Deposit back in full after the End of the Year Clean Up.

**Section C: Materials Fee:** A materials fee to cover art and material expenses, payable in full at Orientation. The materials fee may be prorated as outlined below.

**Section D: Monthly Tuition Fees:**

1. The monthly tuition fee shall be determined by the board based on projected operating expenses. The board may increase tuition by 3% annually without the approval of the general membership. Any increase of tuition in excess of 3% requires the approval of the general membership.
2. There is a ten percent discount on tuition for additional children from the same family enrolled in the preschool.
3. Tuition is due and should be paid in advance by the specified due date. Since first and last month's tuition is due prior to the first day of school, and each subsequent month is paid in advance, no payment is due prior to the last month of school.
4. Monthly tuition is paid by ACH and will be debited from bank accounts on the due date. In the case where ACH payment is not feasible, payment by check or cash may be accepted.
5. Tuition shall be considered delinquent five days after the due date and a late fee shall be assessed. The Treasurer or designated board member shall contact any member who has not paid by ten days after the due date. Any member delinquent by thirty days (who has not responded to the treasurer with a special situation) shall be considered withdrawn.
6. Parents having financial difficulty should notify the Treasurer immediately. The board may make special arrangements if they are deemed appropriate.

**Article VI: Withdrawal & Leave of Absence**

**Section A:** Notice of intention to withdraw must be submitted to the Membership Chairperson 30 days prior to withdrawal. See article VII for details on which fees may be refunded upon early withdrawal.

**Section B:** A leave of absence is available when necessary. Tuition must be paid in advance to save the child's place. The working parent must make up the average number of working days for the time missed.

## **Article VII: Refund/Proration of Fees**

**Section A:** Fee are prorated or refunded as outlined below:

1. **Registration Fee:** This fee may be refunded upon request only when a child has been on the waiting list three months or longer, and an opening to enter the child is not available.
2. **Materials Fee:** The Materials fee will be pro-rated for those members withdrawing from the school prior to January, otherwise it is non-refundable.
3. **Monthly Tuition:** Because this organization operates on the lowest possible fee, there can be no refunds for days when children are unable to attend school.
4. **Last Months Tuition:** Refundable for those members withdrawing from the school before January, otherwise it is non-refundable.
5. **Security Deposit:** Fully refundable less any outstanding fines or fees due at the time the member withdraws from the school or at the end of the school year.
6. **Mandatory Fundraiser Fee:** The buy out fee for all mandatory fundraisers will be prorated for members withdrawing from the school prior to January. It is considered due and payable in full for any members withdrawing in January or later.

**Section B:** Refunds beyond those outlined in Section C above may be granted upon Executive Board approval.

## **Article VIII: Fines**

**Section A:** Fines will be assessed as outlined below. Fines are payable by members immediately upon written notification of the fine. Fines not paid within 15 days of written notification of the fine will be doubled and doubled again each 30 days thereafter.

1. **Late on Working Day:** \$5 fine for the first late arrival, \$10 for the second late arrival, and \$15 for the third late arrival, at which time the families membership will also be up for review.
2. **Missed General Meeting:** \$50 for the second missed meeting and \$100 for the third missed meeting. If a third general meeting is missed, a \$100 fine will be imposed and the member family will be put up to the board for membership review and possible membership termination.
3. **Missed Mandatory Cleanup:** \$100 fine for each missed mandatory cleanup.



4. Late Pick Up: \$5 for each 5 minutes after the first 5 late minutes.
5. Late Tuition Payment: \$15 for payments received more than 5 days after the due date.
6. Returned Check (N.S.F.): A \$35 fine in addition to reimbursing Serra Preschool for any bank fees paid as a result of the returned check. Any member who has two checks returned by the bank shall be required to pay with cash for the remainder of the year.
7. Non-Completion of School Job: A fine of \$50 will be assessed for failure to adequately perform school job after written notice.

#### **Article IX: Expense Reimbursement**

All spending must be pre-approved by the Director or Treasurer or the expense might not be reimbursed. Those with pre-approved budgets must spend within their budget.

#### **Article X: Staff Requirements**

**Section A:** All staff, both teaching and administrative, including substitute teachers, must meet all requirements as outlined by the California Department of Social Welfare Community Care Licensing Division; which may include, but are not limited to, the following:

- Child development credits appropriate to the staff position;
- A clean background check, based upon submission of a criminal record statement and fingerprints;
- CPR and First Aid Certification; and

**Section B:** All staff must also demonstrate compliance with State of California Health and Safety Code Section 1596.7995 regulations. These requirements include those listed below, but are subject to change per California health and safety policy.

1. TB Test: Working parents must show that they do not have TB by providing evidence of a clean TB skin test or a clean chest X- ray. TB tests are valid for 4 years. Pregnant or nursing mothers are exempted from this requirement but must have a note from a health care provider indicating such.
2. Measles Immunity\*: Working parents must demonstrate immunity to the measles by providing evidence of 2 measles vaccinations or the results from a blood test showing immunity.
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4. Flu shot: Flu shots must be obtained annually between August 1st and December 1st. Working parents may opt out of getting a flu shot by signing a declaration that they are choosing to not get a flu shot.

\*A medical waiver may be obtained from a licensed physician to be exempted from the measles and pertussis requirements.

## **Article XII: Grievance Policy and Procedure**

### **Section A: Grievance submitting and receipt procedure:**

1. A grievance shall be submitted in writing on an approved Serra Preschool grievance form.
2. The grievance form shall be submitted to the Serra Preschool Board of Directors through the secretary.
3. Upon receipt of the grievance form, the Secretary shall notify all the members of the Serra preschool Board of Directors.
4. The secretary shall maintain a written record of all grievances and all notifications made.
5. A grievance received by the Board of Directors of Serra Preschool will be acted upon within 14 calendar days of its receipt.
6. Any grievance pertaining to fines must be received by the Board of Directors within 14 days of assessment to put the fine on hold and prevent doubling.

### **Section B: Board of Directors Action**

1. The Serra Preschool Board may find the grievance is 1) Justified; 2) Justified in Part; or 3) Not justified.
2. If the grievance is determined to be justified in whole or in part, the Board shall take action as deemed appropriate to remedy the grievance.
3. The Director and Board of Serra Preschool shall respond to the grievance in writing outlining their findings and if appropriate, proposed action.

## **Article XIII: Amendments**

Proposed amendments to the Standing Rules shall be submitted in writing (email is acceptable) to the general membership not less than one week prior to the general meeting at which time they shall be voted upon. Adoption of the amendment shall require a two-thirds vote of those present and voting.