

## **SERRA PARENT PARTICIPATION PRESCHOOL STANDING RULES** **updated May, 2021**

### **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 September 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 September 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: Child's 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 your child is not vaccinated or your child has 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 1-2 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 or the results from a blood test showing immunity.
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.

Parents working in the classroom must complete the Working Parent Clearance Form, which may include other requirements like Statement of Good Health and Criminal Record Statement and is subject to change. Each family can have up to 2 parents cleared to be scheduled to work in the classroom.

**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 on scheduled "work days."
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 fundraising 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 Serra Parent Participation Preschool's Standing Rules.
8. To comply with state executive orders, county health requirements, and licensing health requirements and recommendations and how they pertain to adjustments made at school.

**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
- School roster 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. 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.
3. When a member cannot work on their scheduled day due to an emergency, it is their responsibility to secure someone to work for them.
4. 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.
5. 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. See Article XIII on Amendments to the Standing Rules.
  - 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.
2. The Secretary will make best efforts to provide each member with one of their top three choices.
3. 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 or in writing by the director, teacher or board member. If the member continues to fail to perform their assigned school job after verbal or written notice, they will be given a more formal written notice that includes 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 must complete the parent education requirement by attending all general meetings and staying for the entire duration of the meeting, until the conclusion of the parent education program, which is held during the last hour of the meeting.

### **Section E: Mandatory Fundraising for Flex Tuition Requirement**

Each year the board decides which fundraisers will be mandatory and which will be voluntary. The list of mandatory fundraising, along with the buy-out cost, will be given in the enrollment documents. Members are required to participate in mandatory fundraising or pay the buy-out fee. If a family chooses to leave the school prior to the end of the year, the mandatory fundraising 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).

**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 or parent.

**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, with the exception of the first and last day of school. However, the decision to close school due to emergency situations or an unsafe classroom shall be made at the discretion of the Director. Such closures may occur if Capistrano Unified has school closures. This may be due to events including, but not limited to, ill teachers when no substitute can be obtained, poor air quality, police action, earthquake, fire, flood, disease, natural disaster, or any other event beyond the school's control.
2. The 3-day class shall meet on Monday, Wednesday, and Friday of each week. School hours for the 3-day session shall be 9:00am to 12:15pm.
3. The 2-day class shall meet on Tuesday and Thursday of each week. School hours for the 2-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: Daily Health Requirements for School Attendance**

1. Children with infectious diseases or signs of colds must remain at home and may return to school after the child is fever-free for 24 hours without medication. 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 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.

## **Section E: Maternity/Paternity Leave**

1. **Work Days:** Maternity/paternity leave from work-days is limited to six weeks. Parents will need to find substitutes for any additional work-days that are missed, not to exceed 4 additional weeks. The mother must notify the Secretary in advance of the date she is expecting to start maternity leave, if she chooses to start her leave while still pregnant. Should a mother choose to use part of her 6 weeks of maternity leave before the birth of her baby, she may choose up to 2 weeks before her due date. If no such notice is given, maternity/paternity leave will officially start on the date of the birth.
2. **General Meetings:** Families may not be excused from a General Meeting while on maternity/paternity leave unless that is their 'one missed meeting without penalty' as stated in Article II, Section B, #2e.
3. **School Job:** Families may not be excused from completing their school job while on maternity/paternity leave unless a substitute has been arranged prior to the start of the leave, and that arrangement has been communicated with the Secretary, and approved by the Board.

All other Member Participation Requirements as stated in Article II stand.  
The Board may approve exceptions.

## **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. 2021-2022 school year: \$125/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. 2021-2022 school year: \$100

**Section C: Commitment Fee:** The commitment fee is a commitment to enroll and continues to secure the child's spot in the class during the enrollment period when enrollment paperwork is still being submitted and reviewed. This fee also covers enrollment paperwork processing, material expenses, property expenses, and other expenses incurred prior to the first day of school. A school job will be secured for your family's spot. It is non-refundable and payable in full on the due date of the enrollment paperwork. The Commitment Fee may be prorated as outlined below in Article VII.  
2021-2021 school year: \$200

**Section D: Monthly Tuition Fees:**

1. Tuition is a yearly fee and members are offered to fulfill this fee in 10 installments. 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.  
2021-2022 school year: \$1900/year for 2day, \$2550/year for 3day. One installment equates to \$190 for 2 day and \$255 for 3day.
2. There is a ten percent discount on one 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 in writing on an approved Serra Preschool withdrawal form, 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:** Fees 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. **Commitment Fee:** The commitment fee is non-refundable. For students who begin enrollment once school has started, the commitment fee is prorated to cover the number of months the child will attend.
3. **Tuition:** Because this organization operates on the lowest possible fee, there can be no refunds for days when children are unable to attend school. Tuition and fees are not pro-rated for family vacations, illness, holidays, or school closures as it reflects the cost of running our school for the year. We are a cooperative business and community, and member owners all share the expense and responsibility. If a member decides not to have a child attend school while it is open, the member is still responsible for fulfilling school requirements as listed in Article II.
4. **Last Tuition Installment:** 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 end of the school year after the End of Year Clean Up. Fully refundable less any outstanding fines or fees for those members withdrawing from the school before January, otherwise it is non-refundable.
6. **Mandatory Fundraising Fee for Flex Tuition:** The buy-out fee for all mandatory fundraising 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 and \$10 for the second late arrival. It is \$15 for the third and any successive late arrivals, and the family's membership will also be up for review.
2. **Missed General Meeting:** \$50 for the second missed meeting and \$100 for the third and any successive missed meetings. If a third general meeting and any general meeting thereafter 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 employees, 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
- Mandated Reporter Certification

**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. Please note: Serra Preschool holds all enrollment records and forms for 3 years.
2. **Measles Immunity\*:** Working parents must demonstrate immunity to the measles by providing evidence of 1-2 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 or by a blood test.
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. Members have the option of this first step before filing a grievance, but it is not required to complete this first step: The VP shall receive questions, suggestions, and problems for referral to the Board, and along with a representative from the executive board, will facilitate a potential meeting between a member, teacher/director, and a representative from the executive board.
2. A grievance shall be submitted in writing on an approved Serra Preschool grievance form.
3. The grievance form shall be submitted to the Serra Preschool Board of Directors through the secretary.
4. Upon receipt of the grievance form, the Secretary shall notify all the members of the Serra Preschool Board of Directors.
5. The secretary shall maintain a written record of all grievances and all notifications made.
6. A grievance received by the Board of Directors of Serra Preschool will be acted upon within 14 calendar days of its receipt.
7. 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.