

**NORTH TACOMA COOPERATIVE PRESCHOOL
CONSTITUTION**

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NORTH TACOMA COOPERATIVE PRESCHOOL CONSTITUTION

Article 1: Name

Section 1: The name of this organization shall be North Tacoma Cooperative Preschool (abbreviated as NTCP)

Article 2: Purpose

Section 1: The purpose of this organization shall be; to provide for the individual development of the child, to provide group experience for the child, and to further the education of the parents or guardians in principles of child guidance.

Section 2: In support of these goals, NTCP shall maintain membership in the Parent Child Preschool Council (PCPC) coordinated by the Child Studies Department of Bates Technical College (CSD/BTC).

Section 3: In further support of these goals NTCP shall conduct three classes as follows:

1. The 2's
2. The 3's
3. Pre-K

Section 4: In addition to the classes indicated in Section 3, NTCP may elect to conduct additional enrichment classes that support these goals and are supported by the membership (such as "Music Fun").

Article 3: Membership Eligibility

Section 1: The parents/guardians of an enrolled student shall be considered members of the school. Each family shall have one vote on all matters requiring a membership vote.

Section 2: The school shall not discriminate against students, prospective students or their parents/guardians on the basis of sex, race, religion, national origin or physical handicap.

Section 3: To be eligible for enrollment in the 2's, 3's or Pre-K class, a prospective student must have reached the age of 2, 3, or 4 by August 31 of the year in which that perspective student plans to attend. Exceptions can be approved by the executive board and are subject to a 30 day trial period in the classroom.

Section 4: The executive board reserves the right to ask withdrawal of any child or parent who seems unable to adjust to the school's requirements, whose actions are detrimental to the school, or if it is agreed that the program does not meet the needs of the child and/or parent.

Section 5: The parent/guardians of the students shall provide or arrange for daily transport to and from the school for their own children.

Section 6: Parents/Guardians will provide or arrange for transportation to and from school field trips for their own children.

Section 7: Prior to the first day of school, each parent/guardian must provide a completed registration packet, including the following for each enrolled student:

1. A completed *Certificate of Immunization* in accordance with Washington state law.
2. A completed *Emergency Consent Form* authorizing the school to obtain emergency care for that student should he or she require immediate medical assistance in the absence of and inability to contact the parent/guardian.

Section 8: Each family is required to furnish a classroom volunteer who periodically serves as a “working parent” during class time. As part of the School’s lease agreement with Tacoma Public Schools, all volunteers are required to undergo a background check using the Washington State Patrol’s WATCH program. The background check will be run as part of the registration process. The School will notify the volunteer applicant of the Washington State Patrol’s response within 10 days of obtaining the results of the search.

Article 4: Executive Board and Elected Officers

Section 1: The school maintains an Executive Board of Elected officers consisting of the following:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Communications Chair
6. Membership Chair
7. Parent Education Chair
8. Fundraising Chair
9. Class Representative(s) (from each class)
10. Health/Safety Chair

Section 2: The duties of each officer shall be enumerated in the school’s *Standing Rules*.

Section 3: There will be two additional positions to the executive board:

1. The Teacher (a non-voting position)
2. A CSD/BTC instructor will serve as an advisor to the executive board (a non-voting position).

Section 4: The executive board shall have the following duties:

1. Hold business meetings at least monthly and make a report of these meetings available to the membership.

2. Transact the necessary business between regular meetings and vote on any issues that may not be covered by the *Constitution* and *Standing Rules*.
3. Provide monthly parent education opportunities in cooperation with CSD/BTC.
4. Recommend additions and amendments to the *Constitution* and *Standing Rules*.

5. Hire the teacher and provide her/him with an annual contract.
6. Negotiate a facility use agreement.
7. Plan fundraising activities.

Section 5: The Executive Board may choose to add co-positions to any of the positions mentioned in Section 1, with one single voting right shared for that position.

Article 5: Standing Rules and Operating Procedures

Section 1: A set of Standing Rules & Operating Procedures (“Standing Rules”) shall be enacted by the executive board and made available to the Membership at Orientation.

Section 2: The teacher, the BTC/HFLD Bates coordinator/instructor, or any other member may submit to the executive board proposed amendments to the *Standing Rules*.

Section 3: The *Standing Rules* may be amended by a simple majority of the Executive Board.

Article 6: Membership Responsibilities

Section 1: Upon enrollment, a student’s parent/guardian (individually, jointly or in combination with a spouse or co-guardian) must fulfill the following requirements further detailed in the *Standing Rules*:

1. Attend all Parent Orientation and Parent Training Meetings. A parent/guardian of a student who enrolls in the School after the beginning of the School year must attend an orientation/training session with the appropriate class representative prior to working in the classroom.
2. Submit all required forms and comply with the Preschool Agreement as stated in the *Standing Rules*.
3. Participate as a working teacher-assistant under the direction of the teacher.
4. Be responsible for assigned working days and arrange for a substitute in case of emergency or unavoidable absence.
5. For liability reasons, when working or observing in the classroom, refrain from bringing any child who is not enrolled in the class. A child less than 8 months old may be brought to class as long as he or she remains in a front carrying baby pack.
6. Attend one regular *Parent Education* opportunity for each month child is enrolled in the School (a total of 8), or participate in alternative parent education activities/programs as approved by the executive board.
7. During the school year, serve as a working member on two committees or participate in an alternative activity as determined appropriate and approved by the executive board.
8. Be responsible for assigned days for monthly cleaning and arrange for a substitute if unable to attend.
9. Participate in fundraising activities or contribute the alternative monetary amount as stated in the *Standing Rules*.

10. Give one month's notice to the membership chair is withdrawing a student from the school.

Section 2: Failure to fulfill responsibilities enumerated in the article may be cause for the executive board to consider termination of the family's membership and withdrawal of the student from the school.

Article 7: Fees and Financing

Section 1: Only the treasurer and one other elected officer designated by the executive board may sign checks.

Section 2: The school shall be a non-profit organization with all funds remaining in the treasury at the end of the school year. In the event of dissolution of the school, the remaining funds and equipment shall be donated to any non-profit, charitable, educational, or religious organization as exempt under section 501 (C)(3) of the Internal Revenue Code of 1954 (the "code").

Section 3: The school is organized and shall be operated exclusively for the educational purposes within the meaning of Section 501 (C)(3) of the Code. In compliance with the Code "the school shall not carry on any activities precluded by the Internal Revenue Code for an organization exempt from taxation under said section, nor shall it discriminate against members, prospective members, or their children on the basis of sex, race, religion, color, national origin, or physical handicap. This non-discrimination policy includes, but is not limited to all facets of the school's operations including its administrations policy, its extracurricular activities, and any other similar activity. The school will not maintain separate facilities nor partition existing facilities into separate sections on the basis of sex, race, religion, color, national origin or physical handicap."

Section 4: Tuition and registration rates for each class will be determined by the executive board and reflected in the *Standing Rules*.

Section 5: Tuition is due as stated in the *Standing Rules*.

Section 6: Registration fees are non-refundable and must be paid before the child's first day of class.

Article 8: Teacher

Section 1: The teacher shall be hired by the executive board and shall be offered a contract on a yearly basis. Neither this appointment nor any employee policy rule, or regulation shall be construed as providing the teacher with an enforceable expectancy of continuing guaranteed employment.

Section 2: At least thirty days' notice is required for termination of the teacher's contract by either party for any reason.

Section 3: The executive board shall determine the teacher's salary.

Article 9: School Term and Emergency Closures

Section 1: The school year will be determined by the executive board as contained in the School's *Standing Rules*.

Section 2: In the event of bad weather or other safety hazards, to include a classroom temperature under 50 degrees, the president, with the advice of the teacher and coordinator/instructor may close school for that day. The school will automatically be closed when Tacoma Public School Kindergarten programs are not in session. Make up days are not required but may be offered at the discretion of the executive board and Teacher and are dependant on the current class schedule.

Article 10: Accidents or Illness

Section 1: In the case of accidents or serious illness, a parent/guardian shall be notified immediately. In the event that they cannot be reached, the sick or injured child shall be taken to the nearest hospital and the family doctor on file shall be notified.

Section 2: The school shall carry liability insurance policy the adequacy of which will be reviewed yearly by the executive board.

Section 3: Any child who has a communicable disease, to the knowledge of the parent/guardian must be kept home throughout the communicable period of the disease and report it to the health and safety chair.

Section 4: At the discretion of the Teacher, any child with an indication of illness can be sent home.

Article 11: Leave of Absence

Section 1: Pregnant mothers whose due date falls during the academic year will be allowed six weeks leave to use at their discretion. Adopting mothers whose date of adoption falls during the academic year will be allowed six weeks leave to use at their discretion.

Section 2: A reasonable amount of time, to be determined by the executive board, shall be allowed for surgery, illness, accidents, or similar event.

Section 3: All requests for leave of absence shall be made to the membership chairperson for executive board approval.

Article 12: Risk Management

Section 1: The school and all its members shall adhere to the *State of Washington Risk Manual and Records*.

Article 13: Elections

Section 1: Fifty percent of members shall be considered at quorum. A vote by simple majority shall be considered binding.

Section 2: In March, nominations for officers of the executive board shall be made by a nominating committee consisting of three other members appointed by the executive board; to include one member of the current executive board. Voting for the following year shall occur in April by written secret ballot at which time write-in votes may be cast. Officers shall be elected by a simple majority.

Section 3: The term of office shall be for one year beginning the last day of school, with many duties being assumed in advance, at the May transitional board meeting. Outgoing officers should meet with their successors prior to the May meeting. The outgoing treasurer will continue her duties through June 30, to complete necessary filings for the fiscal year, though his or her voting rights will terminate on the last day of school.

Section 4: Any vacancy in an elective office occurring after April elections shall be filled as it occurs by a simple majority vote of the executive board.

Article 14: Appointed Committees

Section 1: Individual chairpersons will assume committee duties as detailed in the *Standing Rules*.

Article 15: Amending the Constitution

Section 1: The *Constitution of North Tacoma Cooperative Preschool* shall be amended by a simple majority vote of the membership, acting on the recommendation of the executive board.

Approved by executive board 4/15/98
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