

# PRESCHOOL BYLAWS



## **SANDHURST CO-OPERATIVE PRESCHOOL**

**Located at the Sand Point Community United Methodist Church**

**4710 NE 70<sup>th</sup> Street  
Seattle, Washington 98115**

**Telephone: 206.525.2649**

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**[Link to Sandhurst Co-operative Preschool Handbook](#)**

## **Article 1. Name**

The name of this nonprofit corporation is Sandhurst Co-operative Preschool. The corporation will be referred to as the "Co-operative" or the "Preschool" in these Bylaws.

## **Article 2. Principal Offices**

The initial principal office for the transaction of the business of the Co-operative is located at North Seattle College, 9600 College Way North, Seattle, Washington 98103. The All School Board (ASB) may change the principal office from this location to another location within this city.

## **Article 3. Purpose & Powers**

This Co-operative, in conjunction with the North Seattle College (NSC) of Seattle, Washington, is organized to support families with young children by providing programs where children and parents learn together as participants in a college laboratory setting. The Co-operative shall provide a flexible, stimulating environment in which each child may freely experience, at his or her own rate, a broad range of physical, social and intellectual activities. The preschool shall provide parents with an opportunity to be directly involved in the education of their children and to get instruction in the skills of parenthood. In furnishing services to its Members, the Co-operative's operations shall be so conducted as nearly as possible at cost and not for profit. The Co-operative shall have all of the general or specific powers conferred on this Co-operative by the laws of the State of Washington, all of which are hereby expressly claimed.

## **Article 4. Membership**

**Section 4.1 One Class of Members; Joint Membership:** The Co-operative shall have one class of Members, which shall consist of the parent(s) and/or legal guardian(s) of a child or children enrolled in the preschool. The parent(s) and/or legal guardian(s) of an enrolled child or children, shall be considered joint Members of the Co-operative. A single parent or guardian of an enrolled child or children shall be considered a Member of the Co-operative. A parent and "alternate caregiver" may be joint members of the cooperative under certain conditions, and at the discretion of the Teacher and All School Board. Alternate caregiver is defined as a caregiver such as nanny, non-custodial family member, au-pair, babysitter, etc.

**Section 4.2 Eligibility for Admission and Membership:** The Sandhurst Co operative Preschool admits students of any race, color, gender, religion, national

and ethnic origin, age, handicap, or sexual orientation and does not discriminate in the administration of its educational policies, admission policies, scholarship and loan programs, or other school administered programs. Provided, however, a condition of the admission of any child or children is that the parent(s) or guardian(s) of such child or children shall agree to be Member(s) of the Co operative and to comply with all of the policies, rules and regulations of the Co operative (hereinafter, "Member(s)" or, collectively, "Membership").

**Section 4.3 Voting Rights:** Each Member or joint Member shall be entitled to one undivided vote per enrolled child on each matter submitted to a vote of the Membership. All decisions other than amendments to the Bylaws shall be made by a simple majority vote of Members at a meeting. Members with more than one child enrolled in this preschool are entitled to one vote per child.

**Section 4.4 Termination of Membership:** The All School Board, by an affirmative vote by a majority of the Officers present at any regular meeting at which a quorum is present, may suspend or expel any child or children and terminate any Member for cause after appropriate notice and hearing, including but not limited to, the non-payment of tuition as herein provided.

**Section 4.5 Powers of Members:** The Membership shall elect an All School board and officers, as specified in Section 6 herein, at the annual Membership meeting. The Membership may rescind any action of the All School Board by majority vote of the Members at a regular monthly Membership meeting at which a quorum is present.

**Section 4.6 Admission and Membership Eligibility Criteria:** The Co-operative may establish tuition requirements and admission standards for students and Membership requirements for parents/guardians, which shall be set forth in standing rules, which shall be available to all Members and potential Members.

**Section 4.7 No Personal Liability:** No Member shall be liable to third parties for this Co-operative's acts, debts, liabilities, or obligations. A Member will, however, be liable to this Co-operative for tuition and annual dues and assessments as provided by the Bylaws and for other contractual obligations of the Member to this Co-operative or as may otherwise be agreed to by the Co- operative and the Member.

## **Article 5. Meetings of the Members**

**Section 5.1 Annual Meeting:** The annual meeting of the Members shall be held in the month of April of each year. Such annual meeting shall be held at such place and time as designated by the All School Board.

**Section 5.2 Special Meeting:** Special meetings of the Members may be

called by the All School Chairperson, or a majority of the All School Board, or not less than 50% of the Members.

**Section 5.3 Notice of Meetings:** All notices of meetings of Members shall be sent or otherwise given not less than ten (10) days before the date of the meeting. Such notice shall state the nature of the business expected to be conducted and the time and place of the meeting. No business shall be transacted

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at any special meeting other than that referred to in the notice. The failure to give notice or of any Member to receive notice shall not invalidate any action taken at the meeting if a quorum was present.

**Section 5.4 Quorum:** At any meeting of the Members of the Co-operative a majority of the Members shall constitute a quorum for any and all purposes; provided that if a quorum is present thereafter, the meeting may be conducted until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that not less than one-third of the Members are present.

## **Article 6. All School Board Officers**

**Section 6.1 Number and Qualification of Officers:** The authorized number of officers shall be no less than three (3) and no more than eleven (11). The officers of this Co-operative shall be All School Chair, All School Vice-Chair, All School Secretary, All School Treasurer, All School Fundraiser, Member-at-Large, and Class Chairs (individually, "Officer(s)", collectively, "All School Board"). Any two or more of the foregoing offices may be held by the same person, except the offices of All School Chair and All School Secretary. Any Member in good standing is eligible to be elected as an Officer. Membership in the Co-operative shall be a continuing qualification to hold office as an Officer. Any Officer who ceases to be a Member shall be deemed to have resigned as an Officer and his/her position shall be deemed vacant.

**Section 6.2 Election and Term of Officers:** Officers shall be elected by the Members at the annual meeting of the Members. The Officers so elected shall hold office for a term of one year beginning in June; however, if an annual meeting is not held, or if Officers are not elected at any annual meeting, they may be elected at any special Members' meeting subsequently held for that purpose. Each Officer, including an Officer elected to fill a vacancy or elected at a special Members' meeting, shall hold office until expiration of the term for which elected and until a successor has been elected.

**Section 6.3 Nomination of Officers:** At the time of the annual meeting, any Member in good standing of the Co-operative may nominate himself or herself to be an Officer. In addition, any Member may nominate any other

Member to be an Officer.

**Section 6.4 Vacancies:** Except as otherwise provided by law, vacancies in the All School Board, whether caused by resignation, death or otherwise, shall be filled by a vote of the majority of the Members of the All School Board. An Officer thus elected to fill a vacancy shall hold office for the unexpired term of his predecessor and until his successor is elected. If there is a vacancy caused by resignation, death or otherwise of an Officer, any Member, including the existing Officers may be nominated for the vacant Officer position. If an existing Officer is elected to fill the position of the departing Officer, additional elections shall be held as may be needed until any vacant positions are filled.

### **Section 6.5 Meetings by Conference Telephone or Similar**

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Except as may be otherwise restricted by the articles of incorporation or bylaws, Members of the All School Board or any committee designated by the All School Board may participate in a meeting of the All School Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence, in person, at a meeting.

**Section 6.6 Annual Meeting:** Following each annual meeting of the Members, the All School Board is authorized to hold a regular meeting for the purposes of organization, and the transaction of other business, without further notice of such meeting.

**Section 6.7 Regular Meetings:** Regular meetings of the All School Board shall be held monthly, or at such times and at such places as the All School Board may determine. Oral or written notice of such meetings shall be given not less than 24 hours prior to the time of the meeting. But such notice may be waived by the All School Board, and their appearance at a meeting shall constitute a waiver of notice. Meetings are open to all Members, teachers, and parent educators, unless otherwise specified. At the discretion of the All School Chair, due to Member privacy issues, non-board Members may be asked to leave for a portion of the meeting.

**Section 6.8 Special Meetings:** A special meeting of the All School Board shall be held whenever called by the All School Chair or by a majority of the Officers. Only the business specified in the written notice shall be transacted at a special meeting. Each call for a special meeting shall be in writing or by printed notice given by electronic transmission, stating the place, day and hour of the meeting. Notice of any such meeting of the All School Board shall be given at least two (2) days prior to the meeting.

**Section 6.9 Quorum and Failure of Notice:** A majority of the All School Board shall constitute a quorum at any meeting of the All School Board. The

failure to give notice or of any Officer to receive notice of a Regular or Special Meeting shall not invalidate any action taken at the meeting if a quorum was present.

**Section 6.10 Powers and Duties of Officers:** Subject to the limitations provided in the articles of incorporation, other sections of these Bylaws and of Washington law, the business of the Co-operative shall be exercised by the All School Board. Without limitation, the Officers' powers and duties include the following:

**6.10.1** General supervision and control of the business and the affairs of the Co-operative.

**6.10.2** Subject to any applicable policies of North Seattle College, authority to admit and terminate Members and to adopt rules and regulations to govern the operation of the Co-operative and the Members.

**6.10.3** Authority to procure insurance covering general liability of the company for accidents.

**6.10.4** Officers shall provide for installation of an accounting system adequate to meet the requirements of the Co-operative.

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**6.10.5** To select one or more banks to act as depositories of funds of the Co-operative.

**6.10.6** The foregoing enumeration of powers and duties is not intended to be exclusive and shall not limit or restrict the exercise of the general or specific powers conferred on this Co-operative by the laws of the State of Washington.

**Section 6.11 Reimbursement and Compensation:** The Co-operative may reimburse Officers for actual reasonable costs of travel, meals, and lodging for attendance at conferences, seminars, and training sessions that are for the benefit of the Co-operative, provided that such expenses shall be approved by the All School Board Chairperson (preferably in advance) or if the expenses are for the All School Board Chairperson, then by two other Officers. Officers serve in a volunteer capacity and will not be entitled to compensation for attendance at meetings or for travel to and from regular and special meetings. No voting Member of the All School Board, or Member of the immediate family of any Board Member, shall occupy any position in the Co-operative on a regular salary.

**Section 6.12 Removal of Officers:** An All School Board Member may be removed from office for cause by a two-thirds (2/3) vote of Members. Any All School Board Member who resigns or fails to attend at least three (3) consecutive regularly scheduled meetings without cause shall be deemed as having resigned from the All School Board.

## **Article 7. Officers**

**Section 7.1 Officers:** The following Officers of the Co-operative shall be elected as Officers by the Membership:

**Section 7.2 All School Chairperson:** The All School Chairperson shall (1) preside over all meetings of the Co-operative and of the All School Board; (2) call special meetings of the All School Board; (3) appoint such committees as the All School Board may deem advisable for the proper conduct of the Co-operative; and (4) perform all acts and duties usually performed by a presiding officer.

**Section 7.3 All School Vice Chairperson:** In the absence or disability of the All School Chairperson, the All School Vice Chairperson shall perform the duties of the All School Chairperson, provided, however that in the case of death, resignation, or disability of the All School Chairperson, the All School Board may declare the office vacant and elect any eligible person All School Chairperson.

**Section 7.4 All School Secretary:** The All School Secretary shall keep a full and complete record of all meetings of the Co-operative and the All School Board and shall have general charge and supervision of the books and records of the association. The All School Secretary shall sign papers pertaining to the Co-operative as authorized or directed by the All School Board. The All School Secretary shall serve all notices required by law and by these bylaws and shall perform such other duties as may be required by the Co-operative or the All School Board. Upon the election of a successor, the All School Secretary shall turn over all books and other property belonging to the Co-operative.

**Section 7.5 All School Treasurer:** The All School Treasurer shall be responsible 9

for the keeping and disbursing of all monies of the Co-operative, and shall keep accurate books of accounts of all transaction of the Co-operative. The All School Treasurer shall perform such duties with respect to the finances of the Co-operative as may be prescribed by the All School Board. At the expiration of his/her term of office, the All School Treasurer shall promptly turn over to his successor all monies, property, books, records, and documents pertaining to his office or belonging to the Co-operative.

**Section 7.6 Other Officers.** The All School Board, as they may deem for the best interest of the Co-operative, may provide for the appointment of additional officers to manage the activities and affairs of the Co-operative. Such additional officers may be appointed from within or outside the Membership and may, but need not be, Members of the All School Board.

## **Article 8. Fiscal Policies**

**Section 8.1 Spending Policy.** Only persons authorized by the board are allowed to make purchases on behalf of Sandhurst Coop. Teachers, the all-school fundraiser, and the class/all-school purchasers are authorized to make purchases that are budgeted for, up to \$200. Board members are authorized to make job-related purchases of up to \$200. It is the responsibility of the purchaser(s) to work with the treasurer to make sure that expenses do not exceed the current year's budget. A single purchase greater than \$200 must be individually approved by the board prior to purchase or named in the budget notes. Any items being bought on behalf of Sandhurst Coop that have not been budgeted for, or that will require using money from the reserves, must be approved by a board vote.

If a non-authorized member needs to make a purchase for their family job of up to \$200, they may do so after getting approval from the board member who is overseeing their family job. For purchases over \$200, they will need approval from the board prior to making the purchase. Purchases related to 3-5s enrichment and field trips, must be approved by the 3-5s teacher. Any members that will be spending Sandhurst Coop funds up-front for a field trip, fundraiser, yearbooks, etc., and then asking members to pay the school afterward, need to contact the treasurer beforehand to make an appropriate money handling and tracking plan.

**Receipts must be submitted within 30 days of purchase in order to receive reimbursement.** Allow 1-2 weeks for the reimbursement to be processed. Any purchases by unauthorized persons may or may not be reimbursed at the discretion of the board.

The Treasurer will prepare and propose a budget for the upcoming school year. The budget must be first approved by the board and then be voted on and approved by the membership at the Spring all-school parent meeting. If, after the school year begins, the board determines that the financial status of the preschool is significantly different from what was expected when the budget was prepared, then an updated budget may be prepared and submitted to the board for approval and then presented to the membership.

**Section 8.2 Debit Card Policy.** The treasurer has access to a debit card to be used only in exceptional circumstances and for purchases that cause an undue burden for a member or employee to purchase and/or for purchases that require online payment. This debit card will be kept in a secure location in the treasurer's possession. Changes to the debit card location will be voted on and approved by the board and recorded in the board meeting minutes.

Use of the card is limited to authorized check signer(s). The debit card will only be used for individual authorized payments as outlined by the co-op's spending policy. The card will not be used for any purchases that have not been previously voted on and approved by the board.



Following each transaction, the treasurer will document and provide receipt of purchase to the other authorized check signers. A complete log of purchases will be made available to the board at any time on request.

## **Article 9. Miscellaneous Provisions**

**Section 9.1 Books and Records:** The Co-operative shall keep the following at its principal or registered office: (a) current copies of the Articles, Bylaws and Co-operative Policies or Standing Rules, if any; (b) copies of correct and adequate records of accounts and finances, including the approval budget; (c) minutes of the meetings of the All School Board, Members and any committees; (d) records of the name and address of each of the Members; and (e) such other records as may be necessary or advisable, including copies of all contracts and agreement of the Co-operative.

**Section 9.2 Fiscal Year:** The Co-operative's fiscal year shall end on June 30.

**Section 9.3 Rules of Procedure:** To the extent that it is not inconsistent with the Articles, these Bylaws or applicable law, the most recent edition of Robert's Rules of Order shall govern all questions of parliamentary procedure at meetings of the All School Board or the Members.

**Section 9.4 Conflict of Interest/Compensation:** No Officer, voting Board Member, or Member of the Co-operative shall have any personal financial interest, direct or indirect, in any activity undertaken by the Co-operative. No Board Member, committee Member, or Officer shall receive compensation for their service, but may receive reimbursement for approved expenditures incurred on behalf of the Co-operative. Board Members, Officers, and Members of the Co-operative shall be eligible to apply for tuition scholarships.

**Section 9.5 Dissolution:** Should the Co-operative be dissolved, the All School Board shall be responsible for liquidation and disposition of all assets, including equipment and cash on hand. Upon dissolution, all assets remaining after payment of all liabilities shall be distributed to another nonprofit. The selection of the nonprofit to which the assets are to be distributed shall be made by the All School Board in compliance with NSCC guidelines.

**Section 9.6 Standing Rules or Policies:** The All School Board may adopt Standing Rules or Policies, relating to the amount and payment of tuition and all other matters which the All School Board deems appropriate, as the All School Board may deem beneficial to the fulfillment of the purposes of the Co-operative.

**Section 9.7 Amendment of Bylaws:** These Bylaws amend and restate in

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entirety the Bylaws of the Co-operative heretofore adopted, as same may

have been revised. These Bylaws may be further altered, amended, or repealed and new Bylaws may be adopted by the vote of two-thirds (2/3) of the Members.

**Section 9.8 Indemnification, Limitation on Liability and Insurance.**

The Co-operative may indemnify any Officer, or former Officer, against all judgments, penalties, fines, settlements, and reasonable expenses, including attorney's fees, in connection with any proceeding to the maximum extent authorized under RCW 23B.17.030, subject to the provisions of Chapter 23B.08.560 RCW, as now enacted or hereafter amended. The risks covered by this indemnification may be protected against by the purchase, maintenance, and payment of premiums for such insurance as in the discretion of the Board is deemed to be appropriate.

**Section 9.9 Non Discrimination.** The Co-operative will comply fully with all applicable state or federal statutes and regulations forbidding recipients of state or federal financial assistance from discriminating on the ground of race, color, gender, national origin, age, handicap, or sexual orientation. Furthermore, the Co-operative shall provide equal employment opportunities without regard to race, color, gender, national origin, age, handicap, or sexual orientation.

I hereby certify that the forgoing Amended and Restated Bylaws of Sandhurst Co-operative Preschool were duly adopted by the All School Board at a meeting held on , 20\_\_\_\_\_

All School Secretary,

X \_\_\_\_\_