

**Markham Children's Care Association  
(MCCA)**

**Parent Handbook  
2021-22**

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## **MARKHAM CHILDREN'S CARE ASSOCIATION PARENT HANDBOOK**

### **Introduction**

Welcome to Markham Children's Care Association (MCCA)! We are pleased to have your child/children in our program and welcome your participation in our Association. We are confident that you will be happy with the care your child receives at our program, one that we consider to be a model for quality childcare for elementary school children. MCCA is a private nonprofit and is licensed by the Oregon Department of Education, Office of Child Care.

Markham Children's Care owes its existence to a group of parents from Stephenson Elementary School. With the increasing number of working parents in the 1980s, it became apparent that before and after school care for students in the primary grades was a necessity. Home child care was difficult to find, changed often and was frequently unreliable. With the volunteer efforts of Stephenson Elementary parents, a child care organization was formed as a solution.

In 1990, Markham Elementary School was opened with more than 300 students. It was readily apparent that many of the children needed before and after school care, which resulted in the combined program known as Stephenson-Markham Children's Care Association. Governed by a volunteer Board of Directors, the program operated at both schools for one year. However, with the rapid growth of the program, separate Associations became a necessity.

In 1991, Markham Children's Care Association was formed and chartered as a non-profit 501c(3) Corporation. Still governed by a volunteer Board of Directors, the program has more than tripled in size and now serves 68 families with 76 children. In spite of the rapid growth, MCCA has been able to maintain the highest program quality by forming a close partnership with Markham School, retaining professional staff and offering a variety of programs that serve the many different needs of children.

This handbook describes our program's policies and procedures. Please read it carefully and retain it as a reference.

### **Parent Association**

All parents with children attending the program are members of our Association. There are a minimum of two MCCA Member Meetings each year. Please plan to attend, as your participation and input is welcomed and valued.

### **Portland Public Schools**

MCCA is not affiliated in any way with Portland Public Schools (PPS). MCCA contracts with PPS to provide on-site childcare programs for students attending Markham Elementary School. The Association pays PPS a fee for our program spaces at Markham. To enroll in MCCA, you must sign a waiver releasing PPS from any liability in connection with our program. You must also give written consent for the sharing of information about your child.

## **Enrollment Requirements**

To be eligible for enrollment, a child must be enrolled in grades K-5 at Markham Elementary School. All required forms included in the registration packet must be completed before your child can attend. You may photocopy the forms if you need additional copies. Per state licensing requirements, all forms must be updated annually and as changes occur. Children entering 1<sup>st</sup> grade in the fall may attend MCCA the preceding summer, as well as children who have completed the 5<sup>th</sup> grade. MCCA requires a minimum schedule of 2 days per week.

Enrollment is based on the following priority, regardless of AM & PM request or AM or PM only.

1. Currently enrolled families (including incoming siblings) have priority over new families.
2. All 5 day per week schedules take first priority.
3. All 4 day per week schedules take second priority.
4. All 3 day per week schedules take third priority.
5. All 2 day per week schedules take fourth priority.

## **Registration Fee**

There is an annual non-refundable registration fee of \$40 per family per year.

## **Waitlist**

A waitlist is maintained for those who wish to enroll in the in the future, or when space becomes available. To be eligible for the waitlist, the child must be enrolling in Markham School within one year.

Each year, or as space becomes available, we will contact those on the waitlist to determine if they are still interested in enrolling. Families will be contacted to fill openings based on their requested schedule and the order in which requests are received. Contact will be made by telephone, letter or email. The waitlist is managed by the following guidelines.

- Interested families will remain on the waitlist until there are openings.
- Families no longer interested in the program will be removed from the waitlist.
- Enrollment priority also applies to the wait list (see Enrollment Requirements above). When an opening becomes available, families may choose to enroll or be removed from the list.
- If a full-time family (5 days per week) is contacted about available space and their original requested schedule has changed to part-time, the next family requesting full-time will be contacted to fill the full-time opening. (See enrollment priority information above.)

### **Days and Hours of Operation**

MCCA is open Monday through Friday, except for school holidays and other building closure days. (See Addendum 6). On school days, our program hours are 6:30-8:30 a.m. and 3-6:30 p.m.

**COVID-19 Note: Children attending our before school program will be escorted to the front of the building to enter school through doors assigned by grade level.**

See "Vacation Programs" on page 9 for information on MCCA programs during school breaks.

### **Program Locations**

Our program is located in two spaces within Markham School. Our before school program for all grades is located in room 223. Our afterschool programs are located in Room 223 (Gr. K-2) and the Small Gym (Gr. 3-5). Groups combine in Room 223 at 6 pm.

### **Tuition**

Current tuition rates are noted in Addendum 3. Tuition rates are based on operating costs and are approved by the Membership. A limited number of part-time spaces are available. Please refer to the tuition schedule for part-time policy and rates. Tuition for the months of December, March and June is prorated due to winter, spring and summer breaks.

### **Sibling Discount**

Families are entitled to a discount for each additional child, if at least one child in the family is enrolled **5 days per week**. You will receive the discount for the lowest tuition. Example: If one child is enrolled for before and after school and one child is enrolled for after school only, you will receive the discount for the child who is attending after school only. Please refer to the tuition rate sheet for sibling discount information (see Addendum 3).

### **Payment**

You will receive your invoice via email on the 1<sup>st</sup> of each month. Paper copies are available upon request. Tuition is due upon receipt and must be paid by the 5<sup>th</sup> of the month to avoid a late payment fee. MCCA does not accept cash, debit or credit cards. Payments may be mailed, dropped in the lock-box on the MCCA office door or paid via online ACH bank transfer. Make checks/money orders payable to "Markham Children's Care Association" or "MCCA." There is a \$10 fee for checks returned for nonpayment. **There are no tuition adjustments for illness, missed days or family vacations.** You are responsible for payment of all fees incurred in connection with our program, and we have the right to remove children from our program for nonpayment of tuition and other fees. We also reserve the right to send past due accounts to collections.

### **Late Payment**

Payments received after the 5th of the month are considered late, and a \$35 late fee will be charged to your account. **If the monthly tuition and late payment fee are not received by the tenth of the month, we will not continue to provide care for your child, and your child's space will be assigned to the next child on the wait list.** Unpaid accounts will be referred to collection. If payment for June is not made by the tenth of the month, you will lose your registration priority for our program for the following school year.

### **Financial Aid**

A limited amount of financial assistance is available upon application and approval by the Executive Program Director and Board of Directors. Income guidelines are based on the USDA qualifications for free or reduced lunches. A determination is made within 30 days of receipt. Notification of approval or denial will be made in writing by the Executive Director.

## **Health and Safety**

**Illness** - Children who are ill should not attend school or MCCA. Parents are required to notify us of absences from MCCA. If your child becomes ill while at MCCA, we will notify you (or the emergency contacts you have provided) to pick up your child. You are required to pick up your child if he/she displays any of the following symptoms:

- a temperature of 100 degrees or more, under the arm after two readings 20 minutes apart
- appears to be ill (glassy, yellow eyes; flushed, pale or yellow skin; overall tiredness)
- skin or eye lesions or rashes that are severe, weeping or pus filled
- nausea, vomiting or has diarrhea (more than one abnormally loose stool per day)
- stiff neck and headache with one or more of the symptoms listed above
- difficulty breathing or wheezing
- complains of severe pain
- any communicable disease such as head lice

Children with any of the above conditions will be isolated, and you will be contacted to pick up your child as soon as possible. Your failure to pick up promptly may jeopardize your child's continued enrollment at MCCA.

If a child complains he/she does not feel well, and our staff is unsure about the seriousness of the complaint, we will contact you and advise you of our observations. You will be the judge as to whether the child needs to be picked up, unless the child's condition worsens.

Any outbreak of communicable disease shall be reported to parents of all children who attend the program.

**Injury** - If a child is injured, the following will take place:

- The injured child will be attended to by the staff on duty.
- If immediate emergency care is needed; we will call 911 while a staff member waits with the injured child. Parents will also be notified.
- If unsure of the seriousness of an injury, or if child continues to complain for what seems longer than normal, a parent will be notified.

In most cases, cleaning the injury with soap and warm water or applying ice and bandaging as necessary will be sufficient. If your child is injured, you will receive verbal communication from a staff member and a written notice within 24 hours of the injury.

## **Sign-In and Sign-Out Procedures**

**COVID-19 Procedure:** MCCA staff will sign children in and out during the COVID-19 emergency. Per PPS policy, parents are not to enter the building to drop-off or pick-up their child. Children will be dropped off & picked up outside the MCCA classroom doors. Please call the MCCA office at (503) 245-1094 to notify us that you are here. MCCA staff will accept your child at the door at drop-off and escort your child to the blacktop area for pick-up. If your child is attending an activity in the school building during or immediately following our hours of operation (e.g., SUN, Scouts, sports practice or games), you must give written authorization for your child to attend that activity.

## **Absences**

You are required to notify MCCA if your child will be absent for any reason. You may call, email or send a note. **IF YOUR CHILD WILL BE ABSENT AFTER SCHOOL, YOU MUST NOTIFY MCCA BY 2:00 P.M.** If you do not advise us of your child's absence from the afterschool program, we will assume that your child is missing and will take steps to locate them in a timely manner.

You will be charged a \$10 "finders" fee each time you fail to notify us of your child's absence by 2:00 p.m. Fees will be assessed on a monthly basis and must be paid with your tuition.

## **Releasing Children to Unauthorized Persons**

If your child is to be picked up by someone other than authorized persons on your enrollment form, you are required to call, email or leave a note for staff to release your child. Children will not be released without your authorization. To ensure your child's safety, program staff may ask for picture identification from individuals picking up your child.

## **Late Pick-Up/After Hours Fee**

MCCA closes promptly at 6:30 pm each day. **If you do not pick up your child by 6:30 pm, you will be charged a late pick-up fee of \$1.00 per minute per child.** To avoid the late fee, you must arrive at MCCA before 6:30 pm.

If you arrive after 6:30 pm, a staff person will record the date and time of your arrival, and will advise you of your late arrival time. The classroom clock will be the official clock for opening and closing purposes, including late pick-up. After-hour fees will be invoiced immediately and due upon receipt. Consistent late pick-ups may result in your child's removal from MCCA.

You will not be charged the after-hours fee if you arrive on time but are detained in leaving because you need to speak with a staff member regarding a program or child issue. However, if you arrive on time but do not leave by 6:45 pm., you may be charged the after-hours fee. If you have not picked up your child by 6:45 pm, the emergency contacts listed on your child's enrollment form will be contacted to pick up. If we are unable to reach someone and your child has not been picked up by 7 pm, the Oregon Office of Child Care will be contacted.

## **Program Philosophy and Goals**

MCCA is committed to enhancing the well-being and promoting the development of the children in our care. Our program is designed to both enrich and complement each child's school experience. We strive to create an environment that promotes social & emotional learning, builds community and encourages children to make positive choices. Program components are framed by the National Afterschool Association Standards for Quality Programs.

## **Children's Rights**

All children have the right to be safe and self-empowered. If a child believes they are in danger, they have the right to seek help from a staff member. Our staff members work with children to develop personal safety skills/strategies for dealing with safety issues that children may face.

## **Guidance and Discipline Policy**

This policy is based upon and is consistent with the Student Management/Discipline Plan of Markham Elementary School. All MCCA staff receive training in the Positive Behavior Support (PBIS) model practiced by Portland Public Schools.

### **Children are expected to:**

- follow Markham School and MCCA rules: "Be Safe, Be Respectful, Be Responsible"
- be considerate of others.
- respect one's own and others' property.
- keep the school free of litter and damage.
- use equipment with care and as it was intended.
- cooperate with program staff.
- listen and follow directions.
- have permission before leaving the program space.
- prevent and avoid fights.
- not make threats or intimidate others.
- not bring weapons to school.
- keep their hands, feet and bodies to themselves.
- use appropriate language.

MCCA rules and behavior expectations apply to the classrooms, gym, playground and all areas of Markham School. Expectations and rules will be clear and consistent and will be shared with both students and parents.

MCCA staff will provide students with positive reinforcement for appropriate behavior. Reasonable consequences will be established when children do not follow the program rules.

### **Policy Implementation**

Positive program environments and staff-child interactions promote positive behavior in children. To promote a positive environment, each staff member will:

- model appropriate behaviors through their own actions.
- set clear, reasonable and consistent expectations that protect the child's health and the safety and rights of others, as well as the program environment.
- provide positive directions and choices.
- acknowledge appropriate behavior with positive statements.
- encourage children to make choices and to become more responsible and independent.
- provide a clean, safe and nurturing environment for children.
- provide a daily schedule which meets the needs of the children.
- plan and implement developmentally appropriate program activities.
- report concerns and problems to the Executive Program Director or Board President.



## **Behavior Interventions**

The following behavior intervention strategies are used by staff and are a consistent way of communicating behavior expectations to children.

- reminders/non-verbal cues
- warnings
- redirection
- role play/model with children
- removal from group or activity
- teach problem solving skills
- problem solving “Think Sheet”
- missed privilege/activity/choice time
- conference with child
- referral to the Executive Program Director
- family contact or conference
- behavior contract

In the case of a recurring problem or when a child “loses control”, the following may take place.

- Efforts will be made to deescalate the situation and to help the child regain self-control.
- The child may be removed from the environment to provide the opportunity for the child to calm down.
- If the child is unable to regain and maintain self-control, a parent may be contacted to pick up the child.
- A conference with parents, staff and the child may be scheduled.
- A behavior contract may be developed and implemented.
- The child may be suspended or removed from the program.

## **Medication**

Per state licensing, MCCA staff may only administer medication under the following conditions.

- Medication (including over-the-counter medications and sunscreen) must be in the original container and labeled with the child’s name. In the case of prescription medication, the container must be labeled with the prescribing physician’s name, the name of the medication, the dosage and expiration date.
- A completed medication authorization form must be on file.
- Medications must be given to MCCA staff for safe storage.  
**Children may not have access to any medications (including over the counter), and all medications will be stored in a locked container.**

## **Field Trips**

Written permission is required for children to participate in MCCA field trips. Parents grant this permission on the MCCA Enrollment & Authorization Form. Field trips are typically scheduled during our winter, spring and summer break programs. However, we may occasionally take walking field trips to the Capitol Hill Library or around the neighborhood on school days.

**COVID-19 NOTE: We will most likely not be taking field trips during the COVID-19 emergency.**

## **Insurance**

You are encouraged to carry health insurance, which will cover your child in the event of an accident.

## **Daily Program Schedule**

The daily schedule of activities for each group is posted in their program space. Program activities include the arts, building, literacy, life skills, STEM, dramatic play, active games, outdoor/gym play, choice time, reading, special interest clubs and movie Fridays. Time is set aside each afternoon for homework and quiet time during DEAR (Drop Everything and Read).

## **Movie/Video Policy**

In accordance with established policies of Portland Public Schools, parents/legal guardians shall be provided sufficient notice of all movies/videos shown on the premises or at an MCCA sanctioned event. Parents/legal guardians should inform the director if they do not want their child to watch the movie/video. All children will be offered a minimum of three other activity choices during movie time.

## **Meals and Snacks**

MCCA does not provide meals. We do provide an afternoon snack, both on school and non-school days. On non-school days and other school breaks, parents are to provide a morning snack and nonperishable sack lunch/beverage for your child. MCCA will provide milk for lunch. Microwave meals, candy and soda are not allowed.

## **School Conference, Teacher Planning & Professional Development Days**

MCCA is open from 6:30 am-6:30 pm on non-school days (school conference days, teacher planning days & professional development days). There is an additional charge for each of these days (see Addendum 4). Advance sign-up is required. Cancellations must be received a minimum of 24 hours in advance to avoid the daily fee. Parents provide a morning snack and sack lunch/beverage. MCCA will provide milk for lunch and an afternoon snack.

## **Holidays**

MCCA is closed on all PPS district holidays. Please refer to the attached calendar. (Addendum 6).

## **Vacation/Break Programs**

MCCA plans to operate programs during winter, spring and summer breaks, subject to parent interest and approval by PPS. Tuition for break programs is not included in monthly tuition. All children enrolled in MCCA may attend our break programs. Parents will receive registration information for break programs in advance.

## **Inclement Weather**

The basic rule is: "If school is closed, we are closed." For closure information, you may visit the PPS website at [www.pps.k12.or.us](http://www.pps.k12.or.us) or call the MCCA office (503-245-1094) for a recorded message. You may also receive an email and/or text message notification from MCCA. The following information applies to delayed openings and school closures due to inclement weather or other emergency conditions.

**PPS Delays/Late Openings** In the event of delayed opening, MCCA will not be open before school. (PPS Policy)

**PPS Early School Dismissals** MCCA will not be open. (PPS Policy).

**MCCA Closures** In the event of inclement weather conditions close to the time of school dismissal, MCCA may need to close our afterschool programs. Families will receive as much notice as possible.

### **Emergencies and Early School Closures**

In the event that we need to close early due to unsafe conditions, you will be contacted by phone and asked to pick-up your child immediately. If you cannot be reached, we will contact an authorized pick-up person listed on your child's enrollment form.

In the event of an emergency building evacuation during MCCA program hours, children will be evacuated to the Capitol Hill Library at 10723 SW Capitol Hwy (503-988-5385), one block south of Markham School. You will be notified of the evacuation by phone and will be asked to pick-up your child immediately. If you cannot be reached, we will contact an authorized pick-up person listed on your child's enrollment form. It is imperative that you or your authorized emergency contact make every effort to pick-up your child as soon as possible.

### **Change of Family Circumstance**

If a change of circumstance occurs which affects your ability to pay or your child's continued enrollment in the program, please contact the Executive Program Director immediately. The Program Director will advise you of the appropriate procedures to take. Any exception to our payment policy requires approval by the Board of Directors.

### **Change of Attendance Schedule - School Year**

MCCA requires a 30-day notice for schedule changes that result in a change of tuition. (Example: change from after-school only to before & after school). Changes will be approved based on space availability. The Executive Program Director must be notified in writing 30 days in advance of the change.

### **Withdrawal**

MCCA requires a 30-day notice for withdrawal from our program. If we receive less than a 30-day notice and cannot fill your child's space, you will be responsible for the full month's tuition.

### **Transportation**

Field trip transportation will be provided by charter bus. We will occasionally take walking field trips around the neighborhood and to Capitol Hill Library.

***COVID-19 NOTE: We will most likely not be taking trips during the COVID-19 emergency.***

### **Notice to Markham School of Program Enrollment**

If your child attends MCCA after school, it is your responsibility to inform their Markham teacher. Children that only attend before school do not need to advise their teachers.

### **Drop-In Policy**

MCCA does not permit "drop-in" participants to our program. Any child who attends our program must be enrolled in accordance with our policies and procedures.

Children cannot attend the program on days or hours for which they are not scheduled, unless approved by the Executive Program Director in advance.

### **Licensing/Regulatory Information**

Inspection reports from the Fire Department, Health Department and Oregon Department of Education-Office of Child Care are available upon request.

### **Harassment Policy**

The Association has adopted a policy regarding harassment, which is set out in Addendum 5. All members of the Association and program staff are expected to comply with the policy.

### **Visiting the Program**

Custodial parents and legal guardians are welcome to visit MCCA at any time. We encourage your participation in our program and urge you to join us in the classroom or on field trips.

**COVID-19 NOTE: Parents are not permitted to visit our program during the COVID-19 emergency.**

### **Donations**

MCCA can always use donations of supplies and equipment. MCCA is a non-profit organization, and your donations may be tax deductible. Please be sure to check with your child's MCCA teacher or the Executive Program Director before dropping off items.

### **Communication with Program**

Suggestions, concerns, comments and other feedback should be discussed with your child's MCCA teacher and/or the Executive Program Director.

If you have a concern that is not resolved, you may also contact the Oregon Office of Child Care or a member of the MCCA Board of Directors.

### **Questions**

If you have questions about our program's policies and procedures, you may contact the Executive Program Director or a member of the MCCA Board of Directors. Please refer to Addendum 1 for Board Member contact information.

MCCA will operate under the policies and procedures set out in this handbook until such time as they are revised.

Thank you for choosing MCCA for your out-of-school time needs!

## **ADDENDUM 1**

### **MCCA BOARD OF DIRECTORS July 1, 2021 - June 30, 2022**

President	Amanda Zoller	(503) 869-6498	lbs.amanda@gmail.com
Vice President	Jon Eng	(202) 744-7693	jond.eng@gmail.com
Treasurer	Javier Moncada	(503) 753-2305	javierfmoncada@icloud.com
Secretary	Katie Brogan	(503) 481-4218	katiej117@gmail.com
Member at Large	Jason Szatkiewicz	(206) 434-7086	jason.szatkiewicz@gmail.com

## **ADDENDUM 2**

### **BYLAWS OF MARKHAM CHILDREN'S CARE ASSOCIATION, INC.**

(Adopted October 15, 1991)  
(Amended October 17, 1994, September 30, 2002, January 14, 2003)  
(Reviewed September 1, 2004)

#### **I. TYPE OF ACTIVITY**

This is a nonprofit, public benefit corporation (the "Association") established to provide supervised childcare for children of school age who need this type of service. The services provided by this Association are designated "the program" in these bylaws.

#### **II. MEMBERSHIP**

1. Parents and guardians who have children registered in the program shall be members of this Association. There shall be no distinction with respect to full-time, part-time or scholarship status.
2. The number of children registered in the program shall determine the number of votes a member may have. Each registered child shall be calculated as one vote, and members are entitled to one vote per child. A married couple with one registered child shall be entitled to a total of one vote; a single parent with two registered children shall be entitled to a total of two votes. Members may split the number of votes available to them for voting, but there shall be no fractional votes.
3. Members shall abide by the articles of incorporation, bylaws, rules and policies of the Association.

#### **III. BOARD OF DIRECTORS**

1. The business and affairs of the Association shall be managed by a Board of Directors who shall exercise, or direct the exercise of, all corporate powers.
2. The Board of Directors shall be comprised of the President, Vice President, Secretary and Treasurer of this Association.
3. Directors shall be elected by ballot by a majority vote of members present at their annual meeting.
4. Directors shall assume their official duties on July 1st of each year and shall serve a term of one year. Any director may hold the same office for no more than three terms.

#### **IV. OFFICERS**

1. The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer and such other officers and assistant officers as the members may from time to time elect.
2. The Board of Directors shall nominate a full slate of officers to be presented to the members at their annual meeting. Additional nominations may be made from the floor with the consent of the person to be nominated. Members may nominate themselves for any office.
3. The officers of the Association shall serve without compensation except that officers shall be entitled to reduced childcare tuition as determined by the members and reimbursement of their necessary expenses to attend meetings of the Board of Directors. All officers of the Board will receive a 20% discount of the monthly tuition for the first child.
4. The President shall preside at all meetings of the Association and of the Board of Directors, appoint all committees as necessary, and be an ex-officio member of the same, have the general powers and duties of management usually vested in the office of president, chairman or chief executive officer of an Association, and have such other powers and duties as may be prescribed by the Board of Directors or the bylaws. The President's vote shall be the deciding vote shall there be a tie vote by members of the Board of Directors. The President shall have been a member of the Board of Directors for at least one year prior to his or her election as President unless the situation precludes it.
5. The Vice President shall assist the President and perform the duties of the President in the absence or inability of that officer to serve and shall perform other duties as the President or Board of Directors shall assign. In the absence or disability of the President, his or her duties and powers shall be performed and exercised by the Vice President. The Vice President shall assume the office of President upon any vacancy in the office of President.
6. The Secretary shall record the minutes and individuals in attendance at all meetings of the Association and the Board of Directors, carry on correspondence as directed, preserve the above in a permanent file and perform other duties as the President or Board of Directors shall assign.
7. The Treasurer shall maintain all records of deposits for the Association, pay the bills, keep an accurate record of receipts and expenditures, prepare the staffs' payroll, prepare monthly financial reports, and make a financial report at each meeting as required. A review of the books may be made prior to a new Treasurer's assumption of office.
8. In the event that the Association votes to discontinue the Association, the outgoing officers shall have the sole responsibility for disbursing the funds remaining in the treasury after all expenses have been paid at the end of a school year or summer session. All disbursements shall be in furtherance of the goals of the Association and consistent with these bylaws and the articles of incorporation. The outgoing Treasurer will be responsible to account for the funds.

**V. MEMBER MEETINGS: NOTICE: QUORUM: PROXY**

1. The bi-annual meeting of the members will be held in the Fall and in the Spring (before the end of the school year) of each year.
2. There will be at least one meeting of the membership of this Association each year.
3. There will be at least ten days' written notice of any membership meeting. The posting of a notice of a parent meeting at the Association's place of business shall be sufficient notice.
4. The members present at a duly called meeting shall constitute a quorum for the transaction of business. The action of a majority of the members present at any meeting at which there is a quorum shall be the act of the Association.
5. Any member may call a special meeting of the members upon duly given notice of such meeting and the purpose for the meeting.
6. There shall be no proxies.

**VI. BOARD OF DIRECTOR MEETINGS: NOTICE: QUORUM: PROXY**

1. The annual meeting of the Board of Directors shall be held within one month after the annual meeting of members at a time and place designated by the President. Other meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other person calling the meeting upon no less than two day's written or oral notice.
2. A majority of the directors shall constitute a quorum for the transaction of business. A majority of the directors, in the absence of a quorum, may adjourn from time to time but may not transact any business.
3. The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.
4. There shall be no proxies.

**VII. VACANCY IN OFFICE AND ON BOARD OF DIRECTORS**

1. The provisions for filling a vacancy on the Board of Directors shall apply to filling vacancies for officers.
2. A vacancy in the Board of Directors shall exist upon the death, resignation or removal of any director or upon an increase in the number of directors. Vacancies in the Board of Directors shall be filled by a majority vote of the members or the Board may appoint an interim Board Member until the next regularly scheduled general membership meeting.
3. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the majority vote of the members immediately prior to occurrence of the vacancy.



4. A director selected to fill a vacancy shall hold office until his/her successor shall have been elected and qualified.
5. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, a successor may be elected to take office when the resignation becomes effective.
6. Any director may be removed, either with or without cause, by majority vote of the members at a duly called meeting.
7. Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided that the Board of Directors may reject any post-dated resignation by notice in writing to the resigning officer.

#### **VIII. EXECUTIVE PROGRAM DIRECTOR**

1. The Board of Directors, subject to membership approval, shall hire an administrator for the Association.
2. The administrator of the Association shall be designated the "Executive Program Director" of the Association.
3. The Executive Program Director shall attend all membership and board meetings as a nonvoting member.
4. The Executive Program Director shall administer the Association's program in accordance with policies developed by the Board of Directors and approved by the members, including hiring qualified staff, developing activities, complying with local, state and federal regulations, and other such duties as the Board of Directors and members designate.

#### **IX. TUITION AND FEES**

1. Tuition and registration fees shall be based on estimated costs of the program and shall be paid monthly in advance. The members shall determine fees charged by the program.
2. The Board of Directors shall develop rules and regulations regarding tuition and other fee matters, which shall be approved by the members.

**X. REGULATIONS AND PROCEDURES**

1. The program will be conducted at sites agreed upon between Portland Public School officials and the Association for the benefit of students enrolled at Markham Elementary School or such other schools as this Association elects to serve.
2. Children are eligible to register and attend this program if they are in kindergarten through fifth grades and attend Markham School or such other schools, which the program services, subject to approval by Portland Public School officials. The Board of Directors will decide any exception.
3. The opening and closing dates and hours of operation of the program shall be decided by the members. The Association may, at the members' discretion, expand the program to provide additional services to school age children during the summer months and other school vacations.
4. The Association is empowered to hire qualified teachers and aides and to provide for the hiring of qualified substitute teachers and aides as may be needed.

**XI. CORPORATE RECORDS AND REPORTS: INSPECTION**

1. The Association shall maintain adequate and correct books, records and accounts of its business and properties. All of such books, records and accounts shall be kept at its place of business as fixed by the Board of Directors from time to time, except as otherwise provided by law.
2. The original or a copy of the bylaws and any amendments thereto, certified by the Secretary, shall be open to inspection by the directors and members in the manner and to the extent required by law.
3. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.
4. The Board of Directors may, except as otherwise provided in the bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

## **XII. GENERAL PROVISIONS**

1. Except as otherwise provided by law, the members may amend or repeal these bylaws or adopt new bylaws by a majority vote. Whenever an amendment or new bylaw is adopted, it shall be copied in the minute book with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.
2. Whenever any notice to any director or member is required by law, the articles of incorporation or the bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.
3. Any action which the law, the articles of incorporation or the bylaws require or permit the directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the directors, shall be filed in the records of the Association.
4. Meetings of the Board of Directors or any committee of the board may be held by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at the meeting.

## **XIII. INDEMNIFICATION**

1. The Association shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Law any person who is made, or threatened to be made, a party to, witness in, or otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the Association) by reason of the fact that her or she is or was a director, officer, employee or agent of the Association or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Association or any of its subsidiaries, or serves or served at the request of the Association as a director, officer, employee or agent or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article XIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of articles of incorporation, bylaw, agreement, statute policy of insurance, vote of members of board of directors, or otherwise.
2. To the fullest extent permitted by law, no director of the Association shall be personally liable to the Association or its shareholders for monetary damages for conduct as a director. Without limiting the generality of the foregoing, if the Oregon Revised Statutes are amended after this article becomes effective, to authorize corporate action further eliminating or limiting the personal liability of directors of the Association, then the liability of directors of the Association shall be eliminated or limited to the fullest extent permitted by the Oregon Revised Statutes, as so amended.

No amendment or repeal of this article, nor the adoption of any provision of these bylaws inconsistent with this article, nor a change in the law, shall adversely affect any right or protection that is based upon this paragraph and pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change.

3. No change in the law shall reduce or eliminate the rights and protections set forth in this paragraph unless the change in the law specifically requires such reduction or elimination.

#### **XIV. TRANSACTIONS BETWEEN ASSOCIATION AND INTERESTED DIRECTOR**

No contract or transaction entered into by the Association shall be affected by the fact that a director of the Association has a personal interest in the contract or transaction, or has a personal interest in or is a director or officer of a Association that has an interest in the contract or transaction, if at the meeting of the board of directors making, authorizing and confirming such contract or transaction the interested director discloses his interest therein and such contract or transaction is adopted or ratified by a majority of the directors present.

#### **XV. RESTRICTIONS**

1. Except as otherwise provided in these bylaws, and except for payment of compensation reasonable in amount for services actually rendered to, property sold to or money loaned to the Association, or for indemnification as provided in Article VII, no officer or director shall receive any distribution of the Association's income.
2. The Association shall make no loan to any officer or director.
3. No director or officer of the Association shall be authorized to take any action on behalf of the Association which is not permitted by the Oregon Nonprofit Corporation Act or which would jeopardize the Association's exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

## **ADDENDUM 3**

### **TUITION SCHEDULES**

#### **ANNUAL REGISTRATION FEE: \$40 per family**

Full-time tuition for the school year is considered 5 days per week, before and after school. .

Part-time enrollments must specify the days of the week the child will attend. Example: If you enroll your child for Monday, Tuesday and Wednesday after-school, you cannot swap or switch days for a Thursday or Friday. If space permits, you may add extra days for an additional fee.

There is an additional fee for each non-school day that your child attends (teacher conference, planning, in-service and professional development days).

There are no account credits or refunds for missed days due to illness, family vacations, etc.

Tuition for the months of December, March and June is pro-rated due to winter, spring and summer breaks.

Break programs will be operated during winter, spring and summer breaks subject to parent interest.

Financial assistance on the basis of need may be available upon application.

Tuition rates will be reviewed for adjustment, if necessary, at the Fall and/or Spring Member Meetings or any special Member Meeting.

For additional information contact the MCCA office by phone or email.

## MCCA School Year Monthly Tuition Rates

<b>Before School Only (AM)</b>	5 Days Per Week		No Sibling Discount		
	First Child	Siblings	4 Days	3 Days	2 Days
6:30-8:35 am	129	116	116	111	101
Non-School Days Daily Fee	20	20	20	20	20
<b>After School Only (PM)</b>	5 Days Per Week		No Sibling Discount		
	First Child	Siblings	4 Days	3 Days	2 Days
3-6:30 PM	362	334	323	273	235
Non-School Days Daily Fee	20	20	20	20	20
<b>Before &amp; After School (FT)</b>	5 Days Per Week		No Sibling Discount		
	First Child	Siblings	4 Days	3 Days	2 Days
6:30-8:35 am & 3:00-6:30 pm	406	368	356	307	262
Non-School Days Daily Fee	15	15	20	20	20
<b>Winter, Spring &amp; Summer Break - Weekly Rates</b>	Weekly Rate 1 Child		Weekly Rate - Sibling		
	176		159		

School year tuition rate increases approved by Membership May 2020, effective 2020-21 school year.  
 Non-school day rate increases approved by Membership May 2018, effective 2018-19 school year.

## ADDENDUM 4

### ADDITIONAL PROGRAM FEES

Annual Registration Fee per Family	\$40
Non-School Days - Teacher Conference, Planning & In-service Days (Based on child's school day weekly schedule)	
• 5 Days per Week - Before & After School	\$15
• All other Schedules	\$20
Winter, Spring & Summer Camp Weekly Tuition (5 Days per Week)	\$176 (1 <sup>st</sup> Child) \$159 (Siblings)
Field Trip Fee	\$15 per Trip, per Child
Failure to Sign Your Child In or Out of MCCA <b>NOTE: Does not apply during COVID-19 emergency.</b>	\$10
Failure to Notify MCCA of Child's Absence by 2 PM	\$10
Late Payment Fee	\$35
Returned Check Fee	\$10
Late Pick-Up Fee	1 per Minute, per Child

## **ADDENDUM 5**

### **POLICY REGARDING HARASSMENT**

Markham Children's Care Association, Inc. (the program) desires that its employees work in an environment that is free from all forms of discrimination, including sexual harassment. The program will not tolerate conduct by any employee, which harasses, disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment. This policy is designed to ensure mutual respect among everyone and to promote the smooth operation of the program's business. It applies to all levels of employees.

The program's policy prohibits harassment of another employee based on age, race, color, sex, sexual orientation, religion, national origin, physical or mental disability, or any other form of harassment or discrimination prohibited by applicable law. Harassment may involve a broad range of activities that may include, but is not limited to: ethnic slurs, racial jokes, sexual remarks, sexual visuals (pictures, cartoons, etc.), religious slurs, persistent offensive conduct that unreasonably interferes with a person's working environment. No employee shall threaten or suggest, either explicitly or implicitly, that a person's refusal to submit to sexual advances will adversely affect that person's employment, evaluation, wages, advancement, assigned duties, schedules, or any other work condition or aspect of career development.

The program also seeks to protect its employees from harassment by non-employees (including, without limitation, vendors, parent-members, students and other visitors) in the workplace.

Each employee has a responsibility to help ensure that the workplace is free of any form of harassment. Any employee who believes that the actions or words of a supervisor, co-worker, vendor, parent-member or other individual constitute unwelcome harassment is responsible for reporting the activity to the employee's supervisor as soon as possible. Employees, who believe their supervisor is harassing them, or who have communicated their concerns about unwelcome conduct to their supervisor without satisfactory results, should report the conduct as soon as possible to the President or other member of the Board of Directors of the program.

Complaints of harassment will be considered with as much confidentiality as reasonably possible. Complaints will be investigated promptly and in an impartial manner. The persons involved will be advised of the results of the investigation. No employee will be criticized or penalized for bringing a good-faith complaint of harassment to the attention of management.

Any employee who is found to have engaged in harassment of another person will be subject to appropriate disciplinary action. Depending on the circumstances, disciplinary action may include termination.



## ADDENDUM 6

### MCCA Calendar 2021-22 School Year

#### **First Day of School**

Grades 1-5    September 1, 2021  
Kindergarten    September 8, 2021

#### **School Closure Days - MCCA Closed**

September 6, 2021	Labor Day Holiday
October 8, 2021	Statewide In-service Day (All schools are closed to childcare programs.)
November 11, 2021	Veterans' Day Observed
November 25 & 26, 2021	Thanksgiving Holiday
January 17, 2022	Martin Luther King Day Holiday
February 21, 2022	Presidents' Day Holiday
May 30, 2022	Memorial Day Holiday

#### **School Closure Days - MCCA Open - Advance Sign-Up Required**

MCCA will be open from 6:30 am - 6:30 pm on the following days.

November 5, 2021	Teacher Planning Day
November 22, 23 & 24, 2021	Conference Days
January 28, 2022	Teacher Planning Day
April 8, 2022	Teacher Planning Day

#### **Winter Break**    December 20-31, 2021

MCCA will operate a winter break program subject to parent interest.

#### **Spring Break**    March 21-25, 2022

MCCA will operate a spring break program subject to parent interest.

#### **Last Day of School**    June 10, 2022