

# Chicken Cooperative

## Bylaws January 2024

These corporate bylaws are a living document, intended and designed to be modified as needed and the goals and direction of ChickenCOOP grow and evolve. They are intended to set a systematic structure to guide choice, action, and development for all team members.

### ARTICLE I: PURPOSE

The Chicken Cooperative (Henceforth referred to as 'ChickenCOOP') exists as an entity to conduct business purely for the benefit of all members, mutually. All financial income shall be used for the general welfare of the cooperative membership minus 30% to handle corporate affairs, such as legal fees, emergency funds, additional member support, and overhead. ChickenCOOP is democratically controlled and is not primarily organized to produce profit for itself, but for its membership and auxiliary team. Each Member shall be issued ONLY ONE (1) Membership Share.

### ARTICLE II: DEFINITIONS

- 2.01 **ACTIVE MEMBERSHIP.** Defined as actively participating in three (3) projects and/or twenty (20) hours worth of work over the course of a year. Qualifies for a full portion of profits and One (1) Membership Share. **Qualifies for all votes.** Definition can only be changed by a 75% supermajority vote in favor of a new definition.
- 2.03 **INACTIVE MEMBERSHIP.** Defined as not meeting requirements for active membership, but has in the past provided substantial support and/or work for ChickenCOOP, and/or ChickenCOOP continues to benefit from their contributions. Qualifies for a reduced portion of profits and One (1) Membership Share. **Qualifies for all votes except board votes.** Definition can only be changed by a 75% supermajority vote in favor of new definition.
- 2.03 **AUXILIARY TEAM.** Defined as any individual who is actively participating in ChickenCOOP projects and community but for some reason, can not maintain active or inactive membership. This can include personal choice, if desired. Qualifies for a full portion of profits but not ownership. If a full portion of profits is not desired, Auxiliary Team Members can choose to opt for one-time upfront pay, or financial agreement. **If an auxiliary team member has contributed the amount of work or greater required to**

**maintain active members, that team member is entitled to the same voting power as inactive members.**

- 2.04 **OWNERSHIP.** Defined as any cooperative member who is currently financially receiving profits from ChickenCOOP and has One (1) Membership Share.
- 2.05 **REDUCED OWNERSHIP.** Defined as any cooperative member who is currently financially receiving profits from ChickenCOOP and has One (1) Membership Share for voting rights with the exception of board votes.
- 2.06 **BOARD VOTES.** Defined as votes for Steering Committee Appointees, purchases, licencing, overhead costs, budgetary votes, appointment of Creative Directors, and creative projects, unless otherwise noted.

### **ARTICLE III: STEERING COMMITTEE**

- 3.01 **DEFINITION.** The Steering Committee (the “Committee”) is defined as the leadership team elected to guide the growth and direction of ChickenCOOP.
- 3.02 **INTENT TO RUN.** If an active cooperative Member has decided that they wish to run for the Committee, they must be supported by two (2) existing and active cooperative members, who are currently in good standing.
- 3.03 **ELECTION OF MEMBERS.** Committee Members are elected once per year, usually during the first two weeks of February. Any active cooperative member who has been an active member for the past year is eligible to run, provided they have not had any severe disciplinary action levied against them in the previous year.
- 3.04 **COMMITTEE MEMBERS.** The Committee consist of the following roles: Head of Committee, Co-Head of Committee, Secretary, Assistant Secretary, Treasurer, Director of Marketing, and Creative Directors. As ChickenCOOP continues to grow, Committee positions can be added or subtracted when necessary following guidelines detailed in ARTICLE IV.
- 3.05 **VOTING POWER.** Every existing cooperative Member possesses One (1) Membership Share entitling them to One (1) vote, and all votes are of equal power. Votes by Committee Members do not carry any additional weight, and are equal to all other Membership votes.

- 3.06 **EMERGENCY ELECTION.** In case of extenuating circumstance which result in a Committee member no longer able to fulfill their elected duties or removed from duty, an emergency election must be held to fill their role. The positional filling is provisional until the next Committee member election date.
- 3.07 **EXTRA ELECTION.** In the event of a new Committee position becoming necessary, an extra election must be held to elect a new Committee member. This election is to follow the same format as a standard election, with exception to the date it is to be held. The extra election is to be held no sooner than two weeks after notification to the members.
- 3.08a. **RECALL ELECTION.** In the event that an existing Committee Member has been severely disciplined during their time in office, they are immediately eligible to be recalled. Recall may be a result of any egregious behavior, such as mishandling of funds, violations of Code of Conduct (Article VI), neglect of duty, or active sabotage.
- 3.08b. In the event that a recall election is required, an interim Committee Member will be voted upon in an Emergency Election (3.06) until the recall election happens. The recalled official will be removed from office until the Recall Election, when Active Members will have the opportunity to vote in favor of either the Recalled Committee Member, or a new Committee Member as a replacement.

## **ARTICLE IV: VOTES AND ELECTIONS**

- 4.01 **RULES OF ENGAGEMENT.** ChickenCOOP is above all else, a cooperative organization. Every critical business decision must be voted upon by Active Members and Committee Members. While day-to-day business is not necessary for voting, events such as partnerships, new business projects, investments, and Committee members must be voted upon.
- 4.02 **VOTING PREPARATION.** For any vote or election to be considered within the ChickenCOOP bylaws, all members who qualify to vote must be notified at least two weeks in advance, minimum. Any time less than 14 days will result in disqualification of the results and possible disciplinary action, if negligent behavior or abandonment of duties is found to be the cause.
- 4.03 **CALLING OF VOTE.** The election of Committee Members is to be the first two weeks of February of every year, without fail. Additional votes throughout the year can be called anytime by any Committee member, in accordance with 4.02. If Active Members find that concerns are not being addressed by the Committee, a vote on an issue can be forced by a support of 10% of Active Membership.

- 4.04 **COMMITTEE DUTIES.** In the event that a Committee Member is found to not fulfilling their duties in a timely or professional manner, a vote must be called to determine action taken against that Committee Member. If the action is found to be intentionally negligent, that Committee Member may face consequences up to and including a Recall Election, as detailed in 3.08.

## **ARTICLE V: PAY STRUCTURE**

- 5.01 **COMPANY TREASURY.** **Thirty Percent (30%) of total financial income** will be retained by ChickenCOOP to maintain and meet all mandatory fiscal requirements. This includes, but is not limited to; tax requirements, legal fees, equipment fees and management, external contracts, and member emergency support.
- 5.02 **FULL PROFITS.** Of the remaining Seventy Percent (70%) of all financial income, Sixty-Three Percent (63%) – **Forty-Four point One Percent (44.1%) of total financial income** – will be distributed equally as pay to Active Members and Auxiliary Team Members.
- 5.03a **REDUCED PROFITS.** Of the remaining Seventy Percent (70%) of all financial income, Thirty Percent (30%) – **Twenty-One Percent (21%) of total financial income** – will be distributed equally as pay to Inactive Members. In the event that there are no Inactive Members, these funds will go directly towards full profits (5.02).
- 5.03b In the event that there is only a small number of Inactive Members, Ten (10) or less, a vote can be held to determine if parts of Reduced Profits can go towards Active Members and Auxiliary Team Members. *Fifty-One Percent (51%) or more of Inactive Members must vote in favor of this action, to be enacted.*
- 5.04 **BONUS.** If an Active Member or Auxiliary Team Member has exceeded double the time requirement for Active Membership as per 2.01 (Forty (40) hours over the course of a year total) they are entitled to an equal portion of the Seven Percent (7%) bonus of of the Member's 70% – **a bonus of Four point Nine Percent (4.9%) of total financial income.**
- 5.05 **REMAINING FUNDS.** In the event that there is any remaining funds after all Members have been distributed payouts and bonuses, Thirty Percent (30%) of the remaining funds will be added to the treasury (5.01). The remaining Seventy Percent (70%) of the remaining funds will be distributed equally among all Members and Auxiliary Members.

## ARTICLE VI: CODE OF CONDUCT

- 6.01a Above all else, hate-speech will not be tolerated. This includes, but is not limited to, homophobia, transphobia, racism, misogyny, ableism, etc.
- 6.01b Making mistakes is acceptable, but repeated offenses and refusal to learn and grow, will be met with disciplinary action.
- 6.02 No Means No. If Member A is uncomfortable with Member B's words, company, advances, ect, and refuses to acknowledge and respect Member A's safety, Member B could face disciplinary action up to and including expulsion from ChickenCOOP.
- 6.03a All materials created while working with and for ChickenCOOP are owned exclusively by their creator. This includes, but is not limited to, character designs, writing, music, tools, code, any other creative endeavors, etc.
- 6.03b ChickenCOOP merely maintains a limited distribution license with said creators, and not ownership of said materials. Each distribution license is to be worked out with the owners of said materials.
- 6.04a Every year, a transparency report is to be released by ChickenCOOP with detailed financial and health reports, as well as detailed reports on any disciplinary action taken against any Members.
- 6.04b This is to ensure that pay is being properly managed, ownership of materials is being respected, and ChickenCOOP is growing in a way that continues to be beneficial to all parties involved.
- 6.05 Every year, one month after the transparency report is released, there will be a vote for the Steering Committee, usually during the first two weeks of February. This time frame is to make sure that every Member onboard ChickenCOOP has time and opportunity to read over and comprehend the transparency report.
- 6.06 ChickenCOOP can \*not\* be purchased by a third party without a 98% in favor vote of every single Member.
- 6.07 Every person involved in a production is to be credited, no matter how large or small that role may seem, no exceptions.
- 6.08 Repeated and/or egregious violation of the Code of Conduct may result in expulsion from ChickenCOOP. Other disciplinary action may include, but not limited to, temporary suspension from team, reduction of responsibilities, ect.

- 6.09 Committee Members who violate the Code of Conduct potentially face removal and Recall (3.08) if violation is voted to be egregious or in high enough quantity. In the event that a Committee Member's violation is not considered severe enough to result in removal from office, other consequences may still be faced. This includes temporary removal from duty, in addition to consequences not related to Committee roles.