

MARIPOSA FOOD CO-OP

DECISIONS OF MEMBERSHIP MEETINGS

MISSION

MISSION STATEMENT

Minutes of membership meeting, 28 August 2008.

Mariposa is organized according to the principles of the international cooperative movement to provide residents of West Philadelphia and beyond with access to and information about food, especially healthy, locally-grown or otherwise sustainably-produced products. Our primary activity is running a food co-op owned by those who shop there, who actively participate in its governance and operations on an egalitarian consensus-seeking basis.

STATEMENT ON THE COOPERATIVE IDENTITY

Adopted by the International Co-operative Alliance, XXX Congress, 1994

DEFINITION

A co-operative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise.

VALUES

Co-operatives are based on the values of self-help, self-responsibility, democracy, equality, equity and solidarity. In the tradition of their founders, co-operative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

PRINCIPLES

The co-operative principles are guidelines by which co-operatives put their values into practice.

1st Principle: Voluntary and Open Membership

Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Co-operatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that

ensure democratic control by their members and maintain their co-operative autonomy.

5th Principle: Education, Training and Information

Co-operatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

6th Principle: Co-operation among Co-operatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community

Co-operatives work for the sustainable development of their communities through policies approved by their members.

BYLAWS

Minutes of membership meetings on 26 February 2009, with amendments on 26 September 2010, 10 December 2011, 8 December 2012.

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ARTICLE I – PURPOSES

Mariposa, Inc. (hereafter “the Co-op”) is organized according to the principles of the international cooperative movement to provide residents of West Philadelphia and beyond with access to and information about food, especially healthy, locally-grown, or otherwise sustainably-produced products. Our primary activity is running a food co-op owned by those who shop there, who actively participate in its governance and operations on an egalitarian consensus-seeking basis.

ARTICLE II – OFFICES

The principal office of the Co-op shall be 4726 Baltimore Avenue, Philadelphia, Pennsylvania 19143. The Co-op may also have offices at such other places as the Board of Delegates, from time to time, may determine.

ARTICLE III – MEMBERSHIP

1. MEMBERSHIP ELIGIBILITY

Any individual who is at least eighteen (18) years old, is a legally emancipated minor, or has fulfilled the

requirements of Mariposa's youth membership policy may apply for a single, regular membership. Except where expressly prohibited by these bylaws, the Board of Delegates and/or Member Meeting may establish policies allowing Members to assign some or all rights and responsibilities of membership to other individuals in their households.

2. MEMBERSHIP REQUIREMENTS

For the purposes of these Bylaws, the Members shall consist only of those individuals who have met the following requirements: payment in full of the minimum annual regular membership capital contribution established by the Co-op; completion of, or being in the process of completing, the participation requirement established by the Co-op; and satisfaction of any other requirements established by the Members from time to time.

3. ORIENTATION

Applicant members may be required to attend orientation programs and shall be required to sign an acknowledgement of member responsibilities under such rules, procedures and policies as the Board of Delegates may, from time to time, determine.

4. RECORDS

The Co-op shall maintain records showing the names, addresses, phone numbers or email addresses, and date membership began for each Member.¹

5. PARTICIPATION REQUIREMENT

A regular or special meeting of Members may impose, or authorize the board of delegates to impose, uniform annual participation requirements, including unpaid member labor, meeting attendance, and/or committee service.¹

6. VOLUNTARY TERMINATION OF MEMBERSHIP

A Member may, at any time, terminate membership in the Co-op by submitting to a person designated by the Board of Delegates a written statement stating that the Member wishes to terminate its membership. Such statement shall be signed by the Member. Voluntary termination shall not affect the terminating Member's existing liabilities to the Co-op. The Member's regular capital shall, upon written request, be returned to the Member in cash subject to deductions for debts owed by the Member to the Co-op.

7. LEAVES OF ABSENCE

The Board of Delegates may enact policies to determine the responsibilities of Members during leaves of absence.

8. TRANSFER OF MEMBERSHIP

Membership shall not be transferable between individuals.

9. INACTIVE MEMBERSHIP

The Board of Delegates may adopt procedures for identifying inactive members. When a Member is determined to be inactive, a warning notice shall be sent to the most recent email or postal address of the member and if no response is received within 60 days, the membership shall immediately terminate and all of the Member's capital shall be forfeited and transferred to the reserve capital account.

10. DEATH OF A MEMBER

Upon the death of a Member, their membership shall immediately terminate. Upon written request, the Co-op shall return the terminated Member's regular capital, subject to deductions for debts owed by the Member to the Co-op, to the person designated as "beneficiary" on the Co-op's records. If no such request is made within two years after the death of the Member, all of the Member's capital shall be forfeited and transferred to the reserve capital account.¹

11. SUSPENSION OR EXPULSION

The Board of Delegates may suspend or expel any Member for cause. A Member proposed for suspension or expulsion shall be given reasonable notice of the pending action. The Board shall be authorized to prescribe

procedures under which the proposed suspension or expulsion shall be considered. The Member shall have the right to appeal the suspension or expulsion to the membership at the next regularly scheduled membership meeting. Suspension or expulsion of a Member shall not affect that Member's existing liabilities to the Co-op. If a Member is expelled, the Member's regular capital shall be returned to the Member, subject to deductions for debts owed by the Member to the Co-op.

12. LIMITS ON NUMBER OF MEMBERS

The Board of Delegates may, from time to time, decide to limit the number of members of the Co-op, and may decide to limit new applications for membership.

ARTICLE IV – MEETINGS OF MEMBERS

1. THE MEMBERSHIP MEETING

General meetings of Mariposa's members shall be the final authority on all matters related to the Co-op. Only a Membership Meeting may amend the Co-op's articles of incorporation or bylaws, change its mission statement, dissolve the Co-op, transfer the majority of its business or assets to another organization, or alter the basis of membership in the organization. Other decisions relating to the Co-op's business, except where stated in these bylaws, shall be made by the Board of Delegates.

2. FREQUENCY OF MEETINGS

a. Regular meetings of the Members shall be held three or four times per year at dates, times, and places to be determined by the Board of Delegates. The Annual Meeting shall take place during the month of March and other meetings at approximately three-month intervals throughout the year with a summer meeting only scheduled if required for the transaction of specific business.*

b. Special meetings of the Members may be called by a resolution of at least three (3) Delegates or by a petition signed by a number of Members sufficient to form a quorum, stating the purpose of the requested meeting and delivered to the Convener. Upon receipt of such a request, the Convener shall call a special meeting, which shall take place within thirty days. If the Convener fails to call the meeting and issue notice of it within seven days after receipt of the petition, the petitioning Members may issue the notice, and the Co-op shall pay the reasonable costs of such notice.

3. NOTICE OF MEETINGS

The Convener shall notify each Member of each membership meeting, setting forth the date, time, place and nature of the business of the meeting, using the Member's last known telephone number, postal address, or email address, not less than two weeks before the date of the meeting. The notice shall also be conspicuously posted at the Co-op.

4. AGENDA

The agenda for the membership meeting shall be set forth in the notice of meeting, and no business other than that generally set forth in the notice shall be transacted at the meeting or any adjournment of it. The agenda of regular membership meetings shall be developed by the Board in consultation with members, committees, and paid staff. If any Member submits to the Convener a petition of ten (10) Members requesting that an item be placed on the agenda of a membership meeting not less than three weeks prior to a scheduled membership meeting, the board must place this item on the agenda.¹

5. QUORUM

A number of Members equivalent to either five percent (5%) of the Members or forty (40) Members, whichever is less, shall constitute a quorum at any meeting of Members. The Members present at a properly organized meeting may continue to do business, despite the withdrawal from the meeting of enough Members to leave less than a quorum. If a meeting of Members cannot be organized because a quorum has not attended, those present may discuss any business on the agenda with minutes being recorded and distributed in the same manner as for a regular meeting, but shall not make any formal decisions until a quorum is reached. If no quorum is reached, they may adjourn the meeting to such date, time and place as they may determine, and notice of such adjourned meeting shall be posted in a conspicuous place at the principal place of business of the Co-op for a period of not

less than seven days prior to the date of the adjourned meeting. Those who attend such adjourned meeting, although less than a quorum, shall be deemed to constitute a quorum at that meeting only for the transaction of business from the meeting that was adjourned.¹

6. MAKING DECISIONS

a. Eligibility – The Secretary or a designated representative shall bring a list of the names of Members. Listing in the membership records shall be prima facie evidence of a Member's eligibility to participate in making decisions.

b. Each Member shall have equal rights in making decisions (i.e. one and only one vote, or equal rights in any formal consensus process adopted). Participation in making decisions must be in person, except if specifically authorized in these Bylaws. Proxies shall not be permitted. Membership may be required as a condition of attendance at the meeting.

c. All questions brought before the meeting shall be decided according to rules of order adopted by the membership and published in the Member Handbook or, if no such rules have been adopted, by consensus of the Members present in person and entitled to participate in making decisions, except as otherwise provided by statute or these Bylaws. The rules of order shall include a process for determining when consensus cannot be reached and specify what action is to be taken if this occurs.

d. Voting by Ballot

A Member Meeting may authorize voting by ballot on any proposal that properly may be brought to the Members for a decision, including but not limited to any proposal to amend these Bylaws. Whenever voting is conducted by ballot, the following rules shall apply:

1. All votes shall be submitted by ballot and no voice votes will be counted;
2. The form of the ballot shall be prescribed by the Board;
3. a copy of the proposal or ballot to be voted upon and the date and time by which the ballot must be received by the Co-op in order to be counted (the "Ballot Due Date") shall be published in the Co-op newsletter or another publication distributed to Members no less than 30 days nor more than 60 days before the Ballot Due Date and shall be posted in a conspicuous place in each Co-op store and on the Co-op's website throughout the 20 days immediately preceding the Ballot Due Date;
4. The Ballot Due Date shall not be earlier than the adjournment of the meeting at which the issue described in the ballot is being considered; and¹
5. The ballot shall set forth the instructions for returning the ballots, which shall include as one option depositing the ballot in a ballot box located in any Co-op store. Each Member shall be limited to submitting one ballot on each voting occasion. To be counted, ballots must be received by the Ballot Due Date, must be returned in accordance with the instructions on the ballot, and must meet certification standards set by the Board to ensure confidentiality, authenticity, and validity. Three persons designated by the Board shall count the ballots in a manner designed to preserve the confidentiality of the Member's vote. The vote shall not be considered an act of the Members unless at least 75 ballots are received by the Co-op.

7. CONDUCT OF MEETINGS

Meetings of Members shall be governed by rules of order adopted by the membership, and published in the most recent edition of the Member Handbook prior to commencement of the meeting. Facilitators may appoint other members to advise them with regard to procedural matters. The regular meetings of Members shall include the following matters:

- a. Recording the names of Members present;
- b. Reading and action on minutes of previous meeting of Members;
- c. Elections (if needed);
- d. Reports of Officers, Board of Delegates, committees, and manager;

- e. Report of financial condition;
- f. Other business.

8. NOTICE OF NOMINATION AND ELECTION OF DELEGATES

No later than sixty (60) days prior to the Annual membership meeting, the Convener shall post a notice of elections in a conspicuous place at the principal place of business of the Co-op, which notice shall state the date of the elections, the positions for which elections are to be held and the procedure for nomination of candidates for the positions. The notice shall also be published in a publication generally distributed to all members. Nominations of candidates for at-large Delegates may be made by any Member by submitting the name of the nominee(s) to the convener. Each committee eligible to nominate a delegate shall nominate one candidate and any number of alternates; if more than one alternate is nominated, they must be ranked in order of preference. All nominations must be submitted to the convener at least 35 days before the election. Representatives of the convener shall contact each nominee and determine the nominee's willingness to serve.¹

9. REFERENDUM ON ACTS OF DELEGATES

Any action taken by the Board of Delegates shall be referred to the Members for approval or disapproval when requested by the Board or if demanded by petition of at least 5% of the Members or forty (40) Members (whichever is less), delivered to the Convener within two weeks after the date that the action is authorized by the Board of Delegates. Such matters shall be approved or disapproved by the Members at the next membership meeting. Upon receipt of a petition demanding a referendum, the Convener shall place the item on the agenda for the next membership meeting and shall stay execution of the action until the referendum has been held. Rights of third parties which vest between the time that the action is authorized by the Board of Delegates and the time that the petition is received or the referendum is held shall not be impaired by a vote of the Members.¹

ARTICLE V – DELEGATES

1. ELECTION OF DELEGATES

- a. The election of Delegates shall take place at the annual membership meeting. Notice of the election, including the names of the candidates, the Board positions being filled, and a copy of the ballot shall be posted at the Co-op and mailed or emailed to Members at least 30 days before the meeting at which the election will occur and shall be posted in a conspicuous place in each Co-op store and on the Co-op website, throughout the twenty (20) days immediately preceding the date of the election. The Convener or their designee shall solicit brief statements from each candidate (and may recommend a specific format) and shall distribute these statements with the ballot.¹
- b. Committee delegates shall be elected one-by-one according to the rules of order established for membership decisions. If a nominee for the position of committee Delegate is rejected, the alternates shall be considered one-by-one in the order they are ranked in the nomination. If all of a committee's nominees are rejected, the seat shall be considered vacant and filled accordingly.
- c. At large delegates shall be elected by ballot using the single transferable vote method and Droop quota.
- d. As set forth in Section 6d of Article IV of these Bylaws, to be counted, the ballots must be received by the Co-op by the adjournment of the meeting at which the election is held, must be returned in accordance with the instructions on the ballot, and must meet certification standards set by the Board to ensure confidentiality, authenticity, and validity.

2. NUMBER OF DELEGATES

The administration of the Co-op shall be vested in a Board of Delegates comprised of a minimum of eleven (11) and a maximum of seventeen (17) persons who shall act for the Co-op in all matters, except where prohibited by statute, the Articles of Incorporation or reserved by these Bylaws for the Members.¹

3. BOARD POSITIONS

The Board of Delegates shall consist of the following persons, all of whom shall be Members of the Co-op: the three officers, a minimum of four (4) and a maximum of seven (7) Delegates from standing committees, and a number of at-large Delegates equal to the number of committee Delegate seats. Except for vacancies filled in

accordance with Article V, Section 6, of these Bylaws, all Delegates shall be elected by the membership according to Article V, Section 1.¹

4. TERMS OF OFFICE

a. Except for the officers, Delegates shall be elected for a term of two (2) years and shall serve until that Delegate's successor is elected and assumes office.¹

b. A Delegate who has served more than five consecutive years on the Board shall not be eligible to be a candidate for election to the Board (other than as an officer) until he or she retires from the Board for at least one year.¹

c. The election of Delegates will be such that terms are staggered so that under normal circumstances approximately half of the at-large Delegates shall be elected every second year. If vacancies result in more than one half (rounded up to the nearest integer) of the at-large delegates are being elected at a single annual meeting, the candidates elected with the most votes shall serve full terms and those elected with fewer votes one-year terms.¹

5. VACANCIES

a. Any seat on the board shall become vacant when the occupant dies, resigns, is removed, or ceases to be a member of the Co-op. Incumbent Delegates shall resign their previous seats if named to a different position on the Board.

b. Vacancies in at-large seats on the Board of Delegates occurring between membership meetings at which Board elections are held shall be filled by a decision by the remaining Delegates, and each person so elected shall be a Delegate until his or her successor is elected by the Members at the next membership meeting. Vacancies in committee seats shall be filled by a member of that committee nominated by the committee and accepted by a decision of the Board, and each person so elected shall be a Delegate until his or her successor is elected by the Members at the next membership meeting. If the size of the Board falls below the 11-member minimum, the Board may continue to function, but must make a good faith effort to bring the size back to the minimum as soon as possible.

c. Delegates elected to vacant seats at meetings other than the annual meeting shall serve until their predecessor's term would have ended.¹

6. REMOVAL OF DELEGATES

a. A Delegate may be removed with or without cause by a decision of a regular or special membership meeting. Any Member or Members may request removal by bringing formal charges against a Delegate by following the procedures which are set forth in the Bylaws for the calling of a special membership meeting. The Delegate whose removal is proposed shall be given the opportunity to be heard at the membership meeting. A vacancy caused by removal shall be filled at the same meeting by the vote of the Members present at the meeting.¹

b. Delegates who incur three (3) consecutive unexcused absences from Board meetings shall be removed by decision of the Board. An unexcused absence shall be determined by the Convener.¹

7. NO COMPENSATION OF DELEGATES

Delegates shall receive no monetary compensation from the Co-op for their service as Delegates.¹

8. MEETINGS

The Board of Delegates may hold meetings, both regular and special, at such time and place as it may, from time to time, determine; however at least 6 meetings must be held each year. The date, time and place of each meeting of the Board of Delegates shall be posted by the Convener in a conspicuous place at the principal place of business of the Co-op for at least three (3) days prior to a special meeting, and two (2) weeks prior to a regular meeting. All meetings for the transaction of business of the Board of Delegates shall be open to the membership of the Co-op.¹

9. SPECIAL MEETINGS

Special meetings of the Board of Delegates may be called by the Convener or by any three (3) Delegates. Notice

of a special meeting shall be given to each Delegate at last three (3) days prior to the meeting.

10. QUORUM

At all meetings of the Board of Delegates, two thirds of those who are currently serving on the Board shall be necessary to constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of Delegates, the Delegates present may discuss any business on the agenda with minutes being recorded and distributed in the same manner as for a regular meeting, but shall not make any formal decisions until a quorum is reached. If no quorum is reached, they may adjourn the meeting and determine a time and place for an adjourned meeting. Notice of the adjourned meeting shall be given to each Delegate, and shall be posted at least three (3) days prior to the adjourned meeting.¹

11. EXECUTIVE SESSION

The Board may go into executive session, at which everyone is excluded except currently serving Delegates, for the purpose of discussing any matters of business that the Board may consider confidential or sensitive. Before meeting in executive session, the Board must approve a motion to go into executive session. The motion must include specific reference to the substance of the matters to be discussed. The Board may invite relevant individuals, as required, for consultation. No decision may be made in executive session except to address issues that, at the discretion of the Board, requires confidentiality, or to recess or adjourn out of executive session. The decision to call an executive session and a general description of the matters discussed must be recorded in the minutes of the Board meeting at which the motion to go into executive session was approved. Delegates who are employees of the Co-op shall not be present during any discussions of and shall not participate in any decision concerning their own performance or compensation.

12. CONFLICT OF INTEREST

Members of the Board of Delegates, including officers, shall be under an affirmative duty to disclose their actual or potential conflicts of interest in any matter under consideration by the committee, and such interest shall be made a matter of record in the minutes of the meeting. Delegates having such an interest may not participate in the decision of the matter.¹

ARTICLE VI – OFFICERS

1. ELECTION OF OFFICERS

The officers of the Co-op shall be a Convener, Secretary and Treasurer. Officers shall be chosen for a term of one (1) year and shall serve until that officer's successor is elected and assumes office or until removed by the membership meeting for cause. Only members of the Co-op may serve as officers; paid employees of the Co-op shall not be eligible to be officers of the Co-op.¹

2. CONVENER

The Convener (or a designated representative) shall call regularly scheduled meetings of the membership, shall give notice of all board and membership meetings required by these bylaws, and shall facilitate at those meetings. If the Convener is not present at a membership or Board meeting and has not designated a facilitator, the meeting may appoint any member present to facilitate at that meeting. An unexcused absence of a Delegate shall be determined by the Convener.¹

3. SECRETARY

The Secretary (or a designated representative) shall record minutes of membership and Board meetings and post a copy of the minutes of the meetings of the Board of Delegates and Membership Meetings in a conspicuous place at the principal place of business of the Co-op. Minutes of the Board of Delegates meetings shall be posted within seven (7) days after approval by the Board. Draft minutes of the Membership Meetings shall be posted no later than two weeks prior to the Membership Meeting at which they are scheduled to be approved. The Secretary shall keep custody of the official documents of the Co-op. If the Secretary is not present at a membership or Board meeting and has not designated a substitute, the meeting may appoint any member present to take minutes at that meeting.¹

4. TREASURER

The Treasurer shall monitor the Co-op's financial accounts on a monthly basis and report to the Board and membership as appropriate. The Treasurer shall serve ex officio on the Finance Committee, assist in the preparation of the budget, and advise and assist on making financial information available to both co-op members and the Board.

5. ACTING OFFICERS

If officers resign, are removed from the Board of Delegates for nonattendance, or are otherwise incapacitated, the Board of Delegates may appoint acting officers to carry out their duties until a membership meeting can remove, replace, or reinstate them.¹

ARTICLE VII – COMMITTEES

1. COMMITTEES GENERALLY

The Co-op's operations shall be supervised by committees in accordance with these bylaws, with membership decisions, and with policies adopted by the Board of Delegates. Committees shall record all decisions and submit written reports as the Board may request.

2. COMMITTEE MEMBERSHIP

Except where otherwise stated in these bylaws or determined by the membership or Board, any member may join any committee. A committee may expel its own members for cause and the Board may remove members of any committee for cause. Any member who misses three consecutive meetings of a committee without explanation shall be deemed to have resigned from that committee. Committees shall maintain a list of their current members and furnish copies to the Board of Delegates on request.¹

3. COMMITTEE MEETINGS

Committees may hold meetings, both regular and special, at such time and place as they or the Board may, from time to time, determine. The date, time, and place of each meeting of a committee shall be posted in a conspicuous place at the principal place of business of the Co-op for at least three (3) days prior to a special meeting, and two (2) weeks prior to a regular meeting. All committee meetings shall be open to the membership of the Co-op.

4. QUORUM

At all committee meetings, two-thirds of those who are currently serving on the committee shall be necessary to constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of a committee, the committee members present may adjourn the meeting and determine a time and place for an adjourned meeting. Notice of the adjourned meeting shall be given to each committee member, and shall be posted at least three (3) days prior to the adjourned meeting.

5. CONFLICTS OF INTEREST

Committee members shall be under an affirmative duty to disclose their actual or potential conflicts of interest in any matter under consideration by the committee, and such interest shall be made a matter of record in the minutes of the meeting. Committee members having such an interest may not participate in the decision of the matter.

6. EXECUTIVE SESSION

Committees may go into executive session, at which everyone is excluded except currently serving members, for the purpose of discussing any matters of business that the committee may consider confidential or sensitive. Before meeting in executive session, the committee must approve a motion to go into executive session. The motion must include specific reference to the substance of the matters to be discussed. The committee may invite relevant individuals, as required, for consultation. No decision may be made in executive session except to address issues that, at the discretion of the committee, requires confidentiality, or to recess or adjourn out of executive session. The decision to call an executive session and a general description of the matters discussed must be recorded in the minutes of the committee meeting at which the motion to go into executive session was

approved.

7. STANDING COMMITTEES

a. The following committees shall be standing committees entitled to nominate one delegate for the Board of Delegates: Strategic Planning; Food Justice and Anti-Racism; Operations; and the Staff Collective. The Board of Delegates shall include no more than three (3) delegates who are currently paid employees of the Co-op, including the delegate representing the Staff Collective.

b. If a committee fails to nominate a delegate by the deadline specified in these Bylaws, or if no nominee is accepted by the Membership meeting, the Convener shall accept nominations from the floor at the annual meeting.

c. The Finance Committee shall be a standing committee and shall include the Treasurer ex officio, who shall be their delegate to the Board.

8. AD HOC COMMITTEES

The Membership Meeting or Board of Delegates may create ad hoc committees for a specific term, for an indefinite term or until a specific task is completed. Ad hoc committees shall not generally send delegates to the Board. However, provided it does not increase the total size of the Board beyond the size defined in these Bylaws, a Membership Meeting may invite an ad hoc committee to send a delegate to the Board.

ARTICLE VIII – PAID STAFF

1. PAID STAFF

a. The Board of Delegates of the Co-op may hire paid staff. All staff shall be subject to the direction, management, and control of the Board of Delegates. The staff shall perform such duties and shall have such responsibilities as the Board of Delegates shall, from time to time, determine.

b. The Operations Committee may hire and fire paid staff. Hiring for those positions that involve organizational management responsibilities, defined as long-term development and strategic decisions, must be approved by the Board of Delegates.

c. The Board of Delegates shall not hire regular paid employees unless the Operations Committee fails to do so, but may hire contractors and other temporary employees regardless. Candidates hired by the Board without the consent of the Operations Committee shall be on probation until confirmed by the Operations Committee.

2. THE STAFF COLLECTIVE

a. The regular paid employees of the Co-op not on probation shall constitute the Staff Collective.

b. The Staff Collective shall have the right to self-management subject to these bylaws and to all policies adopted by and other acts of the Board of Delegates and Membership.

c. The Staff Collective shall make decisions by consensus, or by another method approved by the Board of Delegates, shall notify the Board of the place and time of all meetings held, and shall submit minutes of these meetings to the Board. The Board of Delegates may authorize any member of the Co-op to attend Staff Collective meetings as observers.

d. Where a Staff Collective meeting deals exclusively with compensation, working conditions, collective bargaining, grievances, and similar issues of employer-employee relations, the Collective may exclude observers and withhold minutes from the Board.

e. Recognition of the Staff Collective by the Co-op shall not constitute a contract with any individual or group of individuals.

3. THE OPERATIONS COMMITTEE

a. The Operations Committee is a standing committee of the Co-op, whose membership shall consist of staff appointed by the Board of Delegates. The Board may also appoint additional committee members for a term of no more than one year if requested by the Committee or Staff Collective or required for a specific task.

b. The Operations Committee may grant exceptions to operational policies to members in special circumstances with the assent of the Board of Delegates and shall report such exceptions to the Board as they are made.

ARTICLE IX – MISCELLANEOUS

1. CHECKS

All checks of the Co-op shall be signed by such persons as the Board of Delegates shall designate.

2. FISCAL YEAR AND BUDGET

a. The Co-op's fiscal year shall begin on January 1 and end on December 31 of each year.

b. The Treasurer or a designated representative shall present a summary of the previous year's financial statements and the proposed budget for the following fiscal year for review and approval at the December membership meeting. If the full budget assumes future acts reserved to the membership under Article IV Section 1 of these bylaws, all such decisions must be clearly described in the summary. Approval of a budget summary assuming future membership decisions shall not in itself constitute such decisions or require future membership meetings to make such decisions.

c. The Treasurer or a designated representative shall present the full budget for review and approval at the December Board of Delegates meeting. The Board of Delegates shall not approve any budget that assumes a future membership decision unless the membership has approved a budget summary including these assumptions.

5. AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed in any way by a Membership meeting. An initial draft of proposed changes must be posted in the Co-op at least thirty (30) days before this meeting, and a final draft at least fifteen (15) days before the meeting.

6. FIDUCIARY

a. A Delegate of the Co-op shall stand in a fiduciary relation to the Co-op and shall perform their duties as a Delegate, including their duties as a member of any committee of the Board upon which they may serve, in good faith, in a matter they reasonably believes to be in the best interest of the Co-op, and with such care, including reasonable inquiry, zeal, and diligence, as a person of ordinary prudence would use under similar circumstances. In performing their duties, a Delegate shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following: (1) one or more officers or employees of the Co-op whom the Delegate reasonably believes to be reliable and competent in the matters presented; (2) counsel, public accountants, or other persons as to matters which the Delegate reasonably believes to be within the professional or expert competence of such person; (3) a committee of the Co-op as to matters within its designated authority, which the Delegate reasonably believes to merit confidence. ¹

b. In discharging the duties of their respective positions, the Board of Delegates may, in considering the best interests of the Co-op, consider the effects of any action upon employees, suppliers, members of the Co-op and the community in which the Co-op is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section. Absent breach of fiduciary duty, lack of good faith, or self-dealing, actions taken as a Delegate or any failure to take any action shall be presumed to be in the best interest of the Co-op.¹

c. A Delegate of the Co-op shall not be personally liable for monetary damages for any action taken or for any failure to take any action, unless: (1) the Delegate has breached or failed to perform the duties of their office under this section; (2) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness. The provisions of this section shall not apply to: (1) the responsibility or liability of the Delegate pursuant to any criminal statute; or (2) the liability of a Delegate for the payment of taxes pursuant to local, state, or federal law. The Co-op shall indemnify each of its Delegates, officers, committee chairs, and employees who was or is an authorized representative of the Co-op and who was or is "party" (which shall include for purposes of this provision the giving of testimony or similar involvement) or is threatened to be made a party to any "proceeding" (which shall mean for purposes of this provision any threatened, pending or completed action, suit,

appeal or other proceeding of any nature, whether civil administrative or investigative, whether formal or informal, and whether brought by or in the right of the Co-op or otherwise) by reason of fact that such person was or is an authorized representative of the Co-op, to the fullest extent permitted by law, including without limitation, indemnification against expenses (which shall include for purposes of this provision attorney's fees and disbursements), damages, punitive damages, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding, unless the act or failure to act giving rise to the claim is finally determined by a court to have constituted willful misconduct or recklessness. If an authorized representative is not entitled to indemnification in respect of a portion of any liabilities to which such person may be subject, the Co-op shall nonetheless indemnify such person to the maximum extent for the remaining portion of the liabilities.¹

d. The Co-op shall pay the expenses (including attorney's fees and disbursements) actually and reasonably incurred in defending a proceeding on behalf of any person entitled to indemnification under Section C of this provision in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Co-op and may pay such expenses in advance on behalf of any employee or agent on receipt of a similar undertaking. The financial ability of such authorized representative to make such repayment shall not be a prerequisite to the making of an advance.¹

e. Each person who shall act as an authorized representative of the Co-op shall be deemed to be doing so in reliance upon the rights of indemnification provided by this provision.¹

f. All rights of indemnification under this provision shall be deemed a contract between the Co-op and the person entitled to indemnification pursuant to which the Co-op and each person intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not limit, but may expand any rights or obligations in respect of any proceeding, whether commenced prior or after such change, to the extent such proceeding pertains to actions or failures to act, prior to such change.¹

g. The indemnification, as authorized by this section, shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, decision of disinterested Delegates or otherwise. The indemnification and advancement of expense provided by, or granted pursuant to, this action shall continue as to a person who has ceased to be an officer or Delegate in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors and administrators of such person.¹

8. CONFLICTS OF INTEREST

Delegates shall be under an affirmative duty to disclose their actual or potential conflicts of interest in any matter under consideration by the Board, and such interest shall be made a matter of record in the minutes of the meeting. Delegates having such an interest may not participate in a decision on the matter.

9. WEBSITE

A website or similar means of communication shall be developed and maintained in accordance with the mission of the Co-op. The Board shall establish editorial policy, but may delegate development and maintenance responsibilities to the paid staff or a committee.

ARTICLE X – DISPOSITION OF NET SAVINGS

1. NET SAVINGS

Net Savings is the total income of the Co-op minus its costs of operation for the fiscal year.

2. PATRONAGE

A member's patronage is the total amount spent by the member for purchases of goods from the Co-op. The total patronage is the total of all the members' patronage.

3. PATRONAGE REBATE OF NET SAVINGS

The net savings of the Co-op attributable to the patronage of its members for each fiscal year shall be allocated and distributed among members in proportion to their patronage and in such a manner as to constitute patronage rebates within the meaning of federal income tax law. Such net savings may be reduced by such reasonable

reserves for necessary business purposes as may be determined by the Board of Delegates. If the cash payment portion of a member's patronage rebate would equal less than one (1) dollar, such cash payment shall be allocated to the member's regular capital account.

4. WRITTEN NOTICE TO MEMBERS

An allocation of patronage rebates shall be evidenced by a written notice within eight months and fifteen days after the end of the fiscal year stating:

- a. The amount of net savings assigned to that member's reserve capital account as part of the patronage rebate;
- b. The amount of net savings assigned to that member's regular capital account as part of the patronage rebate;
- c. The amount of net savings being paid to the member in cash as part of the patronage rebate;
- d. The total of a, b, and c designated "total patronage rebate";
- e. The member's total reserve capital account;
- f. The member's total regular capital account;
- g. That the cash portion will be assigned to the member's regular capital account if not redeemed within four months of the date of this notice.

5. CONSENT OF MEMBERS

By obtaining or retaining membership in the Co-op, each member shall thereby consent to take into account, in the manner and to the extent required by Section 1385 of the Internal Revenue Code, the stated dollar amount of any qualified written notice of allocation in the taxable year in which such notice is received.

ARTICLE XI – MEMBER CAPITAL

1. TYPES OF MEMBER CAPITAL

The Coop's reserve capital shall consist of the total of all of the members' reserve capital accounts, and the Co-op's regular capital shall consist of the total of all of the members' regular capital accounts.

2. RESERVE CAPITAL

Reserve capital accounts shall consist of amounts assigned to the members and specifically designated as reserve capital at the time they are assigned. Reserve capital shall not be returned to members until such time as the Co-op is dissolved. Reserve capital may be used in the general conduct of the Co-op's business.

3. REGULAR CAPITAL

Regular capital accounts shall consist of all payments to and investments in membership capital, including patronage rebates assigned to a member's capital, that are not reserve capital. Regular capital shall be returned to the member as provided in these Bylaws. Regular capital may be used in the general conduct of the Co-op's business.

4. MINIMUM MEMBER CAPITAL

The minimum amount of membership capital that must be paid to qualify for continuing membership shall be determined by a Membership Meeting, which amount shall be assigned to the member's regular capital account.

5. REQUEST OF ADDITIONAL MEMBER CAPITAL

A regular or special meeting of the members may require additional investments of capital for the continued privilege of using the facilities of the Co-op. No member shall be requested to make additional capital investments after the member's regular capital account matches a limit which shall be determined by a regular or special meeting of the membership, except that assignments of patronage rebates to regular capital accounts shall continue after the limit has been reached.

6. EXCESS MEMBER CAPITAL

Members may invest additional amounts in their regular capital account if requested by the board. However, no

member shall own or control more than one percent (1%) of the Co-op's total membership capital.

7. REDUCTION OF EXCESS MEMBER CAPITAL

The Co-op may, by decision of the members, reduce any member's regular capital in excess of the maximum capital contribution as determined by the membership from time to time by repaying the member a part of that capital.

8. SCHEDULE FOR RETURN OF MEMBER CAPITAL

Whenever the Co-op is required to return a member's regular capital under these Bylaws, the Co-op may repay the capital in a lump sum or in such installments as the Board of Delegates in its discretion sees fit.

9. DEDUCTION OF DEBTS FROM RETURNED MEMBER CAPITAL

The Co-op shall have a first lien on a member's capital accounts for unpaid debts owed by the member to the Co-op. Whenever the Co-op is required to return the member's regular capital, it may deduct the debts owed by that member to the Co-op from the capital to be returned to the member.

10. ABANDONED MEMBER CAPITAL

Whenever the Coop is required to repay any of the member's regular capital account to the member, and no persons included in that membership can be found for a period of two (2) years after the payment first becomes due, the member's regular and reserve capital shall be forfeited and transferred to the Co-op's reserves.

BASIS OF MEMBERSHIP

Minutes of membership meeting, 13 October 2009; referendum approved 31 October 2009; section iii.2 amended 12 June 2011 effective retroactively on 19 August 2010

PREAMBLE

Mariposa is a group of individuals joined together to take control of our own lives. We look forward to a world in which all economic institutions are democratically controlled by the people who use them. In keeping with our vision of participatory economic democracy, we seek to make our store accessible to all, but also to make membership and active participation in cooperatives normal – if not universal – in our community.

SECTION I

To ensure that members generally participate in the life of the co-op to the fullest extent of their abilities and availability, we expect them to:

1. attend an orientation on joining
2. keep their contact information up to date and read communications about Mariposa organizational issues
3. participate in co-op activities other than shopping on a regular basis.

SECTION II

The Board of Delegates may adopt more specific requirements for member participation, including incentives or penalties, as long as

1. participation is intended to foster a sense of ownership and solidarity among members
2. penalties and incentives are intended to ensure that the membership as a whole remains involved – not to reward or punish specific individuals – and require a minimum of paid labor to carry out.

SECTION III

The Board of Delegates may adopt policies for selecting and compensating members for store and office workshifts not required as a condition of membership, such that:

1. members shall not receive workshifts for tasks that would cost less if done by a regular paid employee
2. incentives shall comply with the Fair Labor Standards Act of 1938 and be in addition to the benefits received

because of membership

3. no member shall work more hours for compensation in a given year than the minimum amount required of regular paid employees.

SECTION IV

To ensure that Mariposa Food Co-op is both controlled by all the people who shop there and genuinely welcoming of new shoppers, the Board of Delegates shall adopt policies that:

1. ensure that all shoppers understand that Mariposa is organized as a cooperative and that we welcome and strongly encourage them to become members
2. provide financial incentives for membership in proportion to patronage
3. establish a trial member status in which the co-op invites each non-member shopper to become a fully paid-up member once the patronage benefits they would have been due as a member had reached the minimum amount of member capital
4. govern shopping for non-members
 - a) as a convenience for people who would never join
 - b) in order to encourage shopping by people who might consider joining once they get to know Mariposa better

MARIPOSA FOOD CO-OP

POLICY HANDBOOK

CONTENTS

- I Meeting Communications
- II Board of Delegates Process
- III Membership and Shopping
- IV Education
- V Building Access

I: MEETING COMMUNICATIONS

Minutes of Board of Delegates, 6 June 2009, Minutes of Board of Delegates, 7 July 2009, Minutes of Board of Delegates, 15 November 2012

1. TIMETABLE FOR MEETING COMMUNICATIONS.

The officers of Mariposa Co-op shall distribute information on meetings according to the schedules defined in this policy. Where deadlines allow, this information shall also be included in the Co-op's newsletter. All deadlines shall be at 11:59 PM on the day indicated.

1. Meetings of the Board of Delegates

- a. 5 days before meeting: agenda topics and proposals due to convener.
- b. 3 days before meeting: convener or designee shall post time, place, and agenda in the store, on the website, and to the member email list, and shall notify non-emailing delegates by phone or in writing.
- c. Within one day of meeting: notetaker shall email or otherwise provide notes to secretary.
- d. 3 days after meeting: secretary shall email the draft minutes to delegates.
- e. 7 days after meeting: corrections to draft due to secretary.
- f. 14 days after meeting: secretary or designee shall post final draft minutes in the store, on MESS, and shall notify non-emailing delegates by phone or in writing.

2. Membership Meetings

- a. 21 days before meeting: agenda topics and proposals due to convener.
- b. 14 days before meeting: convener or designee shall post time, place, and agenda in the store, on the website, and to the member email list.
- c. Within one day of meeting: notetaker shall email notes to secretary.
- d. 3 days after meeting: secretary shall email the draft minutes to delegates.
- e. 14 days after meeting: corrections to draft due to secretary.
- f. 21 days after meeting: secretary or designee shall post final draft minutes in the store and on MESS.

2. STANDARDS FOR MINUTES AND AGENDAS

Notetakers shall:

- a. use the same outline format in the minutes that were used in the agenda and shall record minutes in plain text.

- b. where a decision is sought, record the verbatim text of any proposal[s] and the full names of all persons not consenting to the approved proposal(s) (stand-asides, blocks, and conflicts of interest).
- c. when the Board of Delegates goes into executive session, include the reason for and duration of the discussion held and a general description of its subject

3. RESPONSIBILITY FOR COMMUNICATIONS

- a. The Board of Delegates shall designate one or more members of the co-op as to serve on a Member Communications Working Group, which shall be responsible for website and email lists, a print newsletter, and a bulletin board in the store.
- b. The Communications Working Group shall provide officers and staff of the co-op with access (either direct or in the form of reposting) to each form of communication as necessary for their duties.

4. URGENT DECISION-MAKING BETWEEN BOARD OF DELEGATES MEETINGS

At the request of the convener or any three delegates, the Board of Delegates may make an urgent decision without meeting in person. Such a decision should be made only after some discussion of the issues involved by the Board, either at a formal meeting or through other media (e.g. email listserv). The decision-making process shall be as follows:

- a. The convener or their designate shall notify each member of the Board of Delegates of the proposal using their preferred communication medium (typically email or telephone).
- b. The convener shall allow each delegate at least two days to respond with their position, and may choose to allow more time.
- c. At least two-thirds of delegates (equal to a meeting quorum) must respond for a decision to take effect. If any participant blocks, the decision will be tabled until the next meeting.
- d. Consensus process will otherwise operate as in formal meetings, as will the development and distribution of minutes and other records by the secretary. These minutes shall be approved through standard process.

II: BOARD OF DELEGATES PROCESS

Minutes of Board of Delegates, 19 August, 2010

1. AGENDA AND TIME MANAGEMENT:

The agenda, written by the convener or their designee and approved by the Board, allots an amount of time for each agenda item, arranges them according to urgency and necessity, and names the guide and the shepherd. Enforcing time limits is the responsibility of the guide, who may extend time or remove time from specific agenda items in order to facilitate a productive meeting. The guide must aim to avoid increasing the overall length of the meeting or removing time from agenda items unfairly.

2. AGENDA ITEMS WITHOUT A PROPOSAL:

For each agenda item, we either have a specific proposal which has been developed before the meeting or we have a topic or problem which is the subject of a report and/or discussion. If we don't have a proposal, someone informed about the topic (typically the person who requested that it be placed on the agenda) speaks about it. After this, all participants may ask clarifying questions in order to better understand the situation. Following clarifying questions, the guide may move the group on to general discussion.

3. PROPOSALS:

If we begin an agenda item with a specific proposal, or if one is generated by a discussion, we follow a similar process. First, the proposer or group of proposers presents the proposal, with some background as to why it is necessary. After this, all participants may ask clarifying questions.

Following clarifying questions, the guide shall conduct a straw poll, asking participants to indicate their support for the proposal using hand signals. (The guide may also conduct a strawpoll at any other point in this process.) In a straw poll, a thumb up indicates support, a thumb sideways some opposition, and a thumb down strong

opposition; participants may also abstain using a fist with no thumb out. If all thumbs shown are up, the proposal passes without discussion due to unanimous approval. If some thumbs are sideways or down, however, the guide shall choose either to table the proposal—referring it to a committee, a future meeting, or a reconciliation process (if there is conflict around the proposal) and moving on to the next agenda item—or to move on to discussion.

4. DISCUSSION

Discussions are facilitated primarily by the shepherd, who has the goal of making space for all present to participate equitably. This facilitation includes keeping stack, a list of all who wish to speak. Although this list is typically kept in a “first-in/first-out” manner, with those who “get on stack” earlier speaking earlier, the shepherd should utilize a dynamic stack as they see fit, privileging the contributions of participants whose voices are not as frequently heard by allowing them to speak sooner. Participants who wish to contribute a brief point of information, a process point (i.e. something regarding the process rather than the substance of the discussion), a proposal, or a clarifying question, rather than an opinion, may use special hand signals so that the shepherd can allow them to “jump stack” and speak before other participants. The discussion may end on its own or the guide may end it due to lack of time or because the subject would be more productively referred to a committee, a future meeting, or specific members.

5. NEW PROPOSALS

Any discussion, even one about an existing proposal, may generate new proposals. In the case of a new proposal, the guide may shift to the process for addressing proposals, under proposals, above. (They should only do so if the proposal directly addresses the agenda item under discussion; otherwise, the proposal should be placed on a future agenda so that members will be aware of it in advance.)

If the introduction of a new proposal results in multiple proposals addressing the same agenda item being before the group, the guide may choose to finish discussion of one proposal before addressing another, or may allow discussion of both in tandem (in which case clarifying questions and straw polling on the new proposal should be facilitated before returning to discussion). If multiple proposals addressing the same issues ultimately reach approval, the guide may use approval voting (i.e. each participant may vote for as many proposals as they wish) to select the best among them.

Alternately, if in a discussion of an existing proposal all participants agree on the superiority of a new alternative proposal, it may replace the original proposal. This process is sometimes referred to as a “friendly amendment,” but in our process it must be acceptable to all participants rather than only to the original proposer. Nonetheless, it may be useful for the shepherd to make room for the proposers of multiple alternative proposals to talk among themselves and attempt to reconcile their proposals into a single one acceptable to all participants.

6. TESTING FOR CONSENSUS

A formal test for consensus is similar but not identical to a straw poll, and is intended to be more likely to arrive at a final decision. In a test for consensus, a thumb up indicates support and a thumb sideways some opposition. Thumbs down shall be considered “blocking” and should only be used when a member believes that the proposal would detract from the best interests of the co-op or is personally unwilling to be part of an organization which carries out the proposal. Participants may abstain using a fist with no thumb out, but are encouraged to do so only if they have a conflict of interest or have missed out on the information necessary to make the decision (e.g. were not present at a meeting for which minutes are being approved). Participants who feel they need more information to responsibly decide should seek that information through clarifying questions and suggest the proposal be tabled if the information has not yet been gathered. Those who feel truly neutral may express their neutrality by putting their opinion with the majority or by putting their thumb up on the principle that the proposer, if not others, believe the proposal to be in the best interests of the co-op.

Although the specific outcome is up to the judgment of the guide, in general they should use the following guidelines:

a. If very few thumbs are up (0–2 in a group of about 15), the result is negative: the proposal fails for lack of support and is dismissed, although those in favor may bring another proposal, changed based on criticisms, to a future meeting.

b. Otherwise, if any thumbs are down (i.e. blocking) or more than 1/3 of thumbs are sideways, the result is mixed:

the guide shall choose either to table the proposal—referring it to a committee, a future meeting, or a reconciliation process and moving on to the next agenda item—or to return to discussion.

c. Otherwise (i.e. if 2/3 of thumbs are up and none are down), the proposal is approved.

III: MEMBERSHIP AND SHOPPING

Enacted on 19 August 2010, amended with caregiver shopping policy on 20 January 2011, excess equity policy on 29 March 2011, participation requirement repealed on 19 May 2011, reduced required member capital for members sharing accounts and addresses on 12 June 2011, organizational accounts added and orientation requirement changed for former members on 17 November 2011, working group responsibility determination reassigned on 15 December 2011, youth membership policy on 16 August 2012, paid member labor wages removed on 2 June 2014. The section on balances was approved by a membership meeting on 8 October 2007 and amended on 28 September 2008 and 28 October 2008. The section on member labor sharing alliances was approved by a membership meeting on 10 March 2009.

1. GENERALITIES

See also Article III of the bylaws, on membership.

1. JOINING

Any person eligible to join, as determined by the bylaws, may become a member upon participating in an orientation session, depositing the required member capital, and providing their name and required contact information.

Former members or proxy shoppers who have demonstrated knowledge of Mariposa Food Co-op and have departed within the past 3 years may attend a modified orientation instead of a full orientation. This modified orientation shall consist of meeting with a member of the Mariposa staff and reading and signing a new member information sheet.

2. LEAVING

Any member may terminate their membership by notifying the member coordinator in writing. They may reclaim their capital contribution and funds paid ahead for shopping, less any debt or penalty they owe the co-op, or opt to donate it to the co-op. Membership may also be terminated involuntarily under conditions stated in the membership termination policy.

3. INACTIVE MEMBERSHIP

Any member who has not shopped in six months or is not in compliance with the member participation requirement shall be considered inactive. The secretary or designee shall send them a warning as stated in the bylaws.

4. LEAVES OF ABSENCE

Any members may request a leave of absence for up to six months at a time by notifying the secretary or a designee in writing. Members on a leave of absence are not subject to a participation requirement, do not receive a member discount, and shall not have their memberships terminated for inactivity.

5. MEMBERSHIP TERMINATION FOR CAUSE

The Member Accountability Team (or the staff collective, if a faster decision is required for reasons of safety or security) may suspend members pending termination for cause when specified by other policies and for violent, aggressive, persistently uncooperative, careless, or reckless behavior, harassment, theft, dishonesty, or gross negligence. The Secretary and Convener shall be notified in writing of all suspensions within 24 hours, and the Convener shall place termination of the membership (pending any appeals to the Member Accountability Team) on the agenda for the next meeting of the Board of Delegates. Suspended members shall not receive any member or working group discount or participate in any working group, paid labor, or co-op decision-making.

6. APPEAL OF TERMINATION OF MEMBERSHIP

A member whose membership is being terminated shall receive an appeal form at the same time they receive their suspension notice. A member shall have 60 days after notification to file an appeal, which must be submitted in writing to the store. The Membership Accountability Team or designee shall acknowledge receipt of each appeal in writing, including an invitation to attend its next regularly-scheduled monthly meeting, at which the appeal will be discussed, and/or to submit additional information in support of the member's case by that same meeting date. The Membership Accountability Team may decide to offer amnesty and reinstate membership with no additional requirements, to reinstate membership pending specific actions by the member, or to terminate the membership. If the Membership Accountability Team fails to make a decision at its meeting, the membership shall terminate at the date indicated in the notice. Final decisions, including details regarding any required actions or date of membership termination, shall be mailed to the member. A copy of the decision shall be kept in Mariposa's offices and the Board of Delegates shall be notified.

7. RECORDS

The co-op shall maintain the following information for each member: full name, contact information, amounts in regular and special capital accounts, amount of debt owed to the co-op, date membership began, patronage history (including discounts and dividends received), and working group memberships past and present, as well as true and accurate schedules of all volunteer shifts performed by youth members between 14 and 18 years of age.

8. COMMUNICATIONS

All members must provide the co-op with their mailing address. They must also provide a phone number or email address if they have them and keep the co-op informed of any changes in their contact information. Members are responsible for reading or listening to all messages sent to the contact information on record.

9. CAPITAL CONTRIBUTION (AKA MEMBER EQUITY)

The required amount of member capital shall be \$200. For members who share an account and address, the required amount of member capital shall be: \$200 for members who share an account including 2 members (for an account total of \$400); \$150 for members who share an account including 3 or 4 members (for an account total of \$450–600); \$125 for members who share an account including 5 or more members (for an account total of \$625 or more).

During a planned membership or equity campaign in which the Financial Manager and Treasurer expect the total regular member capital to grow rapidly, they may authorize the co-op to accept payments that would increase a member's regular capital to up to 2% of the current total regular member capital. If at any given time a member's total payments towards regular member capital exceed 1% of the current total member capital, the excess shall be considered a non-interest bearing demand loan from the member to the co-op. The financial manager shall establish the schedule for reviewing equity limits and determining each members loans to equity.

Members who cannot afford to pay the full contribution all at once shall have the option of paying a minimum \$25 installment upon joining; the rest of the capital contribution shall be treated as a loan from the co-op to the member at no interest with a term of up to three years. The Finance Committee may establish a standard schedule for repayment of loans, but the staff may offer individuals who cannot afford it other repayment plans in keeping with this policy.

10. DUES

The co-op shall not require members to pay dues.

11. ORGANIZATIONAL ACCOUNTS

Any organization except for a household may establish an organizational account upon providing their organization name, primary contact name, and required contact information. Organizations with more than 20 employees shall pay a \$400 deposit, while those with 20 or fewer shall pay \$200. Mariposa shall grant a pass to the primary contact, and any affiliate of the organization may use that pass to shop on the organizational account. Mariposa shall maintain a record of charges incurred and payments made. Purchases on an organizational account must be on behalf of the organization, not for personal use. Such purchases shall be subject to the member discount rate. Organizations with accounts may also special order products from Mariposa and pay the same

discounted mark-up as members.

Any organization may terminate its account by notifying the member coordinator in writing. It may reclaim its deposit and funds paid ahead for shopping, less any debt or penalty it owes Mariposa, or opt to donate such funds to Mariposa.

Organizational accounts may be suspended or terminated following the same policies as memberships for violent, aggressive, persistently uncooperative, careless, or reckless behavior, harassment, theft, dishonesty, or gross negligence by representatives of the organization, or when specified by other policies.

10. YOUTH MEMBERSHIP

Individual youth accounts are available to members under the age of 18 other than those shopping under an existing parental or guardian account. Before joining the co-op with an individual youth account, members must obtain the signed consent of a parent or guardian in accordance with state law. Members holding individual youth accounts have the option of paying a minimum \$5 installment upon joining; the rest of the capital contribution shall be treated as loan from the co-op to the member at no interest until the member turns 18 years old.

SHOPPING

1. ACCOUNTS

The co-op shall maintain a record of charges incurred and payments made by each member. Members and their minor children may shop as much as they like on their accounts. Members may opt to share an account, in which case the co-op shall maintain separate membership records but joint records of charges incurred and payments made.

2. MEMBER DISCOUNT AND PATRONAGE REBATES

The annual budget shall project a target gross margin and member discount rate such that income is equal to expenses plus retained earnings. The Board of Delegates may approve the return of any surplus to the members as dividends on patronage.

3. BALANCE

For first six months of membership, you may not owe more than \$5. After six months you may apply for credit privileges. If you have been in compliance with the balance policy, attended a new member orientation, and fulfilled your workshift requirements, you will be eligible for credit privileges. Mariposa extends credit privileges to its members for cases of financial hardship. Members are strongly encouraged to keep their accounts paid up. If you need to owe money, credit privileges are limited to \$25 per active member. To be allowed to shop once you reach the credit limit, you must both pay for your shopping and bring your balance within the credit limit at the time of purchase.

4. CAREGIVER SHOPPING

The co-op shall grant a pass to a nonmember to shop on an account and receive its discount on behalf of a member who is sick, injured, disabled, or for whom accessing the store is otherwise challenging or impossible, or if they are providing childcare for a member's child on an ongoing basis and wish to make purchases on behalf of the child or the member's household.

5. TRIAL MEMBERSHIP

Nonmembers may shop at the co-op, and must be offered the options of joining the co-op or opening a trial account either upon entering the store or at checkout. If they accept a trial account, the co-op will track the amount they spend. When a trial member joins, the co-op shall place into their regular capital account the amount they would have received in membership discounts had they joined when they became a trial member or \$25, whichever is less. If after six months of trial membership or at the point at which they would have accumulated \$25 in membership discounts had they joined when they became a trial member, a trial member does not choose to join the co-op, their trial membership shall be terminated. Nonmembers who reject a trial membership may still shop.

PARTICIPATION

1. ORIENTATION

Among the requirements to become a member of the co-op is participating in an orientation session. The content, schedule, and facilitators of these sessions shall be determined by the Education, Training, and Orientation Committee. Orientation sessions shall be at least one hour in duration and introduce participants to the principles and history of both Mariposa Co-op and the wider cooperative movement, Mariposa's governance structure, and policies on member participation and shopping, including policies specific to youth members.

2. WORKING GROUPS

Members may join working groups, including committees and other groups that work on governance, programming, or office and store operations. Active working group members receive a discount determined by the Board of Delegates off the marked price of all items, including bulk orders. This discount is in addition to the membership discount. The standard for active membership and procedures for enforcement shall be determined for each working group by the Operations Committee if the group primarily performs tasks in the store or office and by the Membership Accountability Team if not. The Member Accountability Team shall record this standard and procedure in the policy manual section on that working group. For an account with multiple members, the working group discount is the average of the working group discounts of each member (e.g. if a working group member and a member not involved in any working group shared an account, their working group discount would be half the standard working group discount).

Youth members between the ages of 14 and 18 may volunteer to join a working group. Youth members who choose to join a working group are responsible for volunteering for at least two hours every four weeks. Youth members' volunteer shifts shall be scheduled exclusively at dates and times permitted by Pennsylvania's Child Labor Law [Act of 1915, P.L. 286, No. 177, as amended]. Youth members' volunteer activities must not include any activities constituting prohibited occupations for minors by state or federal law. Youth members who perform volunteer shifts are entitled to participation shopping discounts identical to those available to adult co-op members.

3. WORKSHIFTS

The staff collective may offer members workshifts in the store or office and may revoke a member's workshift for poor performance. When members are assigned workshifts, they shall also be assigned to a working group of members doing related tasks and receive the discount for working group members contingent on satisfactory performance.

4. MEMBER LABOR SHARING ALLIANCES

To be eligible for a donation of Mariposa member labor, an organization must meet four of the five following criteria:

- Based in West Philadelphia
- Promotes access to or information about local foods or sustainably-produced products
- Cooperatively owned or operated
- Demonstrates in their mission statement a commitment to sustainable development of their communities
- Not-for-profit status or not-for-profit in mission

5. PAID MEMBER LABOR

The staff may assign members store or office work in addition to their working group membership. Such assignments shall not be subject to the employment procedures specified in the personnel policy, provided that the member is compensated as an independent contractor and that assignments exceeding eight hours a week in more than four consecutive weeks and 500 hours in a single tax year are approved by the Board of Delegates. Additionally, no member shall work more hours for compensation in a given year than the minimum required of regular paid employees. Paid members shall, however, be subject to the work standards set forth in the personnel policy. Members shall be compensated with store credit. Members assigned paid labor must complete IRS Form W-9, and payment shall be reported to the IRS on Form 1099-MISC if required by law.

This section shall not apply to members under the age of 18.

Updated by Peter Sachs Collopy, March 2014

IV: EDUCATION

Minutes of Board of Delegates, 22 November 2013.

1. NUTRITION EDUCATION GUIDING PRINCIPLES

There is not a one-size-fits-all diet, and there are pros and cons to every dietary theory.

Food is culture, and we respect and celebrate the ways that food can make us feel at home, can be a bridge to new people and places, can nourish us on multiple levels.

Healthy bodies come in all sizes and shapes, and our nutrition education programs do not advocate dieting or emphasize weight loss as a health goal.

We value organic, local, fairly-traded and fairly raised foods as important parts of a healthy diet and a healthy food system.

Our nutrition educators speak from their various knowledge, training and experiences. Member-owners of Mariposa Food Co-op have many opinions, but Mariposa does not have official positions on nutrition and diet. Please consult the medical professionals in your life before making any major changes to your diet and lifestyle.

We offer nutrition education to share what we know, not to sell products or services.

Mariposa's nutrition education programs are an extension of our commitment to food justice: improving access to information about food. Our nutrition educators are supported by quarterly meetings with Mariposa's Food Justice and Anti-Racism Working Group, where we share information and discuss how nutrition education is part of our work for food justice and collective liberation.

Mariposa's work for a healthier and more fair food system has taught us that racism, classism, sexism, transphobia, homophobia, ableism and all systems of oppression are linked and reinforce each other. We seek to provide nutrition education that is truly inclusive, and encourage our nutrition educators to attend workshops and discussions organized by our Anti-Oppression Working Group and anti-oppression education organizations.

2. OVERDUE BOOK FEES

Overdue books will accrue a charge of \$1 per week for the first week. After one week overdue books will accrue a charge of \$1 a day. Late fees will stop accruing when the total equals the cost of replacing the late item. All late charges will be taken out of members' equity and put towards library upkeep.

V: BUILDING ACCESS

Minutes of Board of Delegates, 29 March 2011.

1. DEFINITION

"Building access" refers to any facilities owned or controlled by Mariposa, Inc. and its subsidiaries and successors.

2. RESPONSIBILITIES OF BUILDING MANAGER

The building manager shall be responsible for regulating building access. The building manager must take responsibility for implementing appropriate security measures to ensure the safety and security of individuals and the organization's assets inside Mariposa facilities. The building manager shall keep a record of all individuals to whom building access has been granted, which shall be made available to the board of delegates or the operations committee upon request.

3. KEYS

The building manager shall issue keys to:

- a. regular employees of Mariposa whose job descriptions or scheduled hours require them to open or close the building or to enter the building during closed hours
- b. the elected or acting convener of Mariposa

c. Conveners of committees established by the Bylaws or Board of Delegates of Mariposa shall be eligible for key access at the discretion of the building manager, for the purpose of hosting meetings.

d. Contractors, temporary employees, member credit workers, working group members, and volunteers are eligible for key access to Mariposa's facilities on an as-needed basis at the discretion of the building manager. The building manager may delegate key access authority for any of these user categories.

e. No employee on probation or member not in good standing shall be issued a key or permitted to retain one.

4. HOURS OF OPERATION

The operations committee is responsible for setting the hours of operation for any Mariposa facilities, including store open hours. Store open hours shall be posted prominently at the front entrance to the store, visible from outside the building. A regular employee of Mariposa should be present during all hours of operation. Thirty days notice to the membership is required for any lasting reduction in regular store open hours.

5. AFTER-HOURS SHOPPING

In general, shopping should only occur during store open hours. The operations committee may make arrangements with members who are unable to shop during store open hours. A regular employee of Mariposa should always be present for any such arrangements that allow shopping after-hours.