**INTERIM BYLAWS**

*Kodiak Harvest Food Cooperative*

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Article 1: **Organization**

1. The name of the organization shall be Kodiak Harvest Food Cooperative (henceforth “Kodiak Harvest”). It shall be owned by its member-owners (henceforth “owners”).
2. Kodiak Harvest is an enterprise organized under the Alaska Cooperative Corporations Act of the Statues of the State of Alaska. Kodiak Harvest shall at all times be operated on a cooperative basis for the mutual benefit of its owners as patrons and owners.
3. Powers. Kodiak Harvest shall have the power to conduct lawful business in the state of Alaska, including but not limited to operating retail market places that sell local foods and other items requested by owners. Kodiak Harvest shall have, exercise, and possess all the rights, powers and privileges generally granted to a cooperative corporation by the laws of the state of Alaska.

Article 2: **Ownership**

1. **Eligibility**. Ownership in Kodiak Harvest shall be open to any person who is in accord with its purposes and is willing to accept the responsibilities of ownership. A single ownership may include other individuals in the same household.
2. **Nondiscrimination.** Ownerships shall be open with regard to any characteristic that does not directly pertain to a person’s eligibility.
3. **Admission.** Any eligible person may be admitted to ownership upon submitting an application and investing equity in an amount and on such terms as determined by Kodiak Harvest’s Board of Directors (henceforth “the Board”).
4. **Rights.** Each owner, as defined in section 2a, in good standing, as defined in section 2e, shall have the right to any patronage dividend or other benefits as may be established by the Board or Kodiak Harvest. Owners have the right to elect Kodiak Harvest’s Board, to attend meetings of the Board, to receive notice of and attend ownership meetings, to petition as described in these bylaws and to approve amendments to these bylaws. Each owner shall have one vote on all matters submitted to owners. All rights and responsibilities of owners are subject to the bylaws as they may be amended from time to time, and to policies and decisions of Kodiak Harvest or the Board.
5. **Responsibilities**. Owners shall keep current in equity investments due to Kodiak Harvest and shall keep Kodiak Harvest informed of any changes in name or current address. An owner who upholds these responsibilities is considered an active owner in good standing.
6. **Ownership Rolls.** Under the direction of the Board, ownership rolls will be maintained to accurately reflect the status of all owners. When, after a period of two years, meeting notices, ballots and any other correspondence to an owner are returned with no indication of a forwarding address or other way to make contact, and there is no patronage recorded, the ownership will be designated inactive and voting rights will be suspended until contact is made or patronage recorded.
7. **Termination of Ownership**. An owner may elect to voluntarily end his or her ownership at any time by written notice to Kodiak Harvest. Ownership may be terminated involuntarily by a majority vote of the Board for cause, which may include malfeasance, theft, or criminal acts deemed harmful to Kodiak Harvest.
8. **Return of Equity**. Kodiak Harvest may return an owner’s equity upon termination of ownership, under terms determined by the Board, (such as financial viability and ownership period) at the value of the ownership equity paid by the owner less any unpaid amount owed to Kodiak Harvest by owner.
9. **Death**. In the event of the death of an owner and the enterprise is deemed viable by the Board, returned equity will be paid to 1) the personal representative of the owner’s estate or, if no personal representative is appointed, then to 2) the owner’s legal heirs, pursuant to the laws of the State of Alaska. If no claim is made by a qualified representative within 1 year after death, the asset shall be deemed abandoned and shall become property of Kodiak Harvest.
10. **Unclaimed Property**. If an owner voluntarily or involuntarily terminates ownership and fails to inform Kodiak Harvest of his or her mailing address, then the equity patronage dividend amount allocated to that owner will be forfeited by the owner to Kodiak Harvest.
11. **Transferability**. Ownership rights and equity may be transferred, under terms determined by the Board and Kodiak Harvest.
12. **Other Classes of Ownership**. The Board may establish a class or classes of affiliate ownership to recognize individuals, companies, not for profit corporations, for profit corporations, produces, suppliers, and other cooperatives doing business with and supporting Kodiak Harvest. For any class of affiliated owner that is established, the Board will have full discretion in extending or revoking recognition. Affiliate ownerships established under this section shall not have voting rights except as may be granted by a simple majority vote of the ownership at a meeting of the ownership.

Article 3: **Owner Meetings**

1. Annual meetings shall be held each year at a time and place determined by the Board. Written notices of such meetings, including an agenda, shall be given to all owners of Kodiak Harvest not less than three weeks prior to the meeting. The purpose of such meetings shall be to hear reports on operations and finances, to review issues that vitally affected Kodiak Harvest and to transact such other business as may properly come before the Board. A quorum equal to 10% of the active owners in good standing on the date of meeting notifications hall be required at the meeting in order to conduct business. A vote cast by mail or electronic ballot shall be counted as if the owner were present and attending in person for the purposes of establishing the 10% quorum requirement.
2. Special meetings may be called by the Board or Chair of the Board, either by decision of the Board, or in response to a written petition by not less than 10% of the owners. Notice of special meetings shall be issued to owners.

Article 4: **Owner Voting**

1. Voting shall be accomplished through methods and means established by the Board. Notice of the vote shall be communicated to owners not less than three weeks prior to the end of the election period.
2. **Certification.** The secretary of the Board, or if the secretary is unavailable, any officer as chosen by the Board Chair, shall certify any vote by the ownership. Unless specifically stated otherwise in these bylaws, the outcome shall be determined by a majority of the owners voting. Candidates who receive the highest number of votes for the particular seat shall be deemed the winner. In the event a candidate withdraws before an election is certified, the candidate with the next highest vote count shall be declared winner for that seat. In a tie, the candidates shall draw lots, in a manner determined by the Board Chair, to determine the winner.
3. Owners may not vote by proxy.

Article 5: **Bylaws**

1. These bylaws may be amended or repealed in whole or in party by a majority of the owners who participate in the vote. An amendment may be proposed by decision of the Board, or by petition of at least 5 % of active owners in good standing. Notification of any proposed amendment must be included in the notice for the meeting at which the vote will be taken and not less than three weeks prior to voting. As with other business, a quorum of 10% of active owners in good standing is required to vote on proposed amendments.

Article 6: **Board of Directors and Officers**

1. **Powers and Duties.** Kodiak Harvest shall be governed by a Board of Directors of nine members, elected from among the owners of Kodiak Harvest. Except for matters for which owner voting is required, the Board shall have full power to govern Kodiak Harvest, including, but not limited to, hiring management and evaluating its performance, establishing compensation, if any, for the Board, and assuring that the mission of Kodiak Harvest is carried out.
2. **Officers of the Board.** The Board shall elect from among themselves the following offices: Char, Vice Chair, Secretary and Treasurer. The Secretary and Treasurer may be the same person.
3. **Terms and Elections.** Directors shall be elected for a term of three years, and shall serve until their successors have been elected or appointed. Directors shall server staggered terms in such that approximately one-third of the Board is elected each year. If a board member resigns or is removed before his or her term expires, the Board shall appoint a replacement board member to serve the balance of the term for the vacant position. Such appointment shall be subject to vote of confirmation by the ownership at the next annual meeting if an annual meeting occurs before the end of the unexpired term.
4. **Board Meetings.** The Board shall hold regular and special meetings at such a time and place as it shall determine. All directors shall be notified at least three weeks in advance of regular meetings and 10 days – or as much as is practical – in advance of special meetings. Meetings shall be open to all owners unless the Board decides to go into Executive Session regarding confidential or proprietary matters such as labor relations or personnel issues, negotiation of contract, discussion of strategic goals or business plans, the disclosure of which would adversely impact Kodiak Harvest’s position in the marketplace, and/or discussion of a matter that may, by law, be considered confidential.
5. **Quorum**. A quorum of five board members shall be required to conduct business at any board meeting.
6. **Action without a meeting**. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote. This consent has the force and effect of a unanimous vote at a meeting.
7. **Removal of a Board Member**. A board member may be removed after failing to attend three or more regular meetings without communicating reasons for absence to the Board, or whenever the Board in its judgment determines that removal would be in the best interest of Kodiak Harvest. The Board is fully empowered to make such removal. Election or appointment of an officer does not itself create contract rights.
8. **Chief Executive Officer.** The Board shall appoint a Chief Executive Officer who may be, but who shall not be required to be an owner of Kodiak Harvest. For the purposes of this section, a General Manager may be considered a Chief Executive Officer. No member of the Board may serve as Chief Executive Officer until 1 year after discontinuing service as a director. The CEO shall perform such duties and shall exercise such authority as the Board assigns in the contract.
9. Committees. The Board, by majority vote, may establish various committees as it deems necessary and advisable to assist the Board in governing the affairs of Kodiak Harvest.
10. **Policies, Rules and Regulations.** The Board shall have the power to make and adopt such policies, rules and regulars, not inconsistent with law, the Articles of Incorporation or these Bylaws, as it may deem advisable for the management of the business and affairs of Kodiak Harvest. Policies of the Board may be adopted, modified, or rescinded only bt the vote of a majority of the directors.
11. **Indemnification.** To the fullest extent permitted by the applicable law, the Board in its sole discretion, may by majority vote, indemnify a Board member for any loss, damage, or claim incurred by such board member by reason of any act or omission performed or omitted by such board member in good faith on behalf of Kodiak Harvest and in a manner reasonably believed to be within the scope of authority conferred on such board member under these bylaws; provided, however, that any indemnity under this section shall be provided out of and to the extent of Kodiak Harvest’s assets and/or from the Director and Officer insurance policy, if applicable, and no other board member shall have any personal liability on account thereof.
12. **Conflicts of Interest**. Directors shall be under an obligation to disclose their actual or potential conflicts of interest in any matter under consideration by the Board. Directors having such a conflict shall absent themselves from discussion and decision of the matter unless otherwise determined by the Board. No employee of Kodiak Harvest may serve of the Board.

Article 7: **Patronage Dividends**

1. Allocations to owners. Kodiak Harvest shall allocate and distribute to owners the net profit from business done with them in such a manner as to qualify them as patronage dividends consistent with cooperative principles, applicable state and federal laws, and generally accepted accounting principles. The Board shall determine when and how such allocations and distributions will be made.
2. Consent of owners. By obtaining or retaining ownership in Kodiak Harvest, each owner consents to take into account, in the manner and to the extent required by federal and state tax law, any patronage dividend received from Kodiak Harvest.

Article 8: **Dissolution**

1. Kodiak Harvest may be dissolved at any time, consistent with provisions of Alaska Statue 10.15.1460-520.