Bylaws of Sassafras Tech Collective, LLC

Vision

We are a worker cooperative that builds technology in service of global justice movements. We build relationships and technology to move us away from patterns of oppression and towards humanity and cooperation. We are a bright star in a constellation of sustainable, just, anti-oppressive tech workplaces. We catalyse new, visionary technology that expands spaces for movements and people in them to dream, collaborate, build power, heal, and experience joy.

Purposes

1. The co-op's chief purposes shall be:
    a. to create software in support of social justice and
    b. to do so in a cooperative, equitable, and sustainable manner.
2. The co-op shall be organized as a worker-owned cooperative and shall conduct its business primarily for the mutual benefit of its members as patrons of the co-op. The earnings, savings, or benefits of the co-op shall be used for the benefit of the co-op, its members, or social justice causes, as decided by the members, or shall be proportionately and equitably distributed to its members as patrons, based upon their patronage of the co-op.
3. The co-op shall be democratically controlled by its members for their mutual benefit, and not primarily for the purpose of profit for its own sake.
4. The co-op shall be run according to the cooperative identity statement as set down by the International Cooperative Alliance[1], including the values of self-help, self-responsibility, democracy, equality, equity and solidarity, and the following principles:
    a. Voluntary and Open Membership
    b. Democratic Member Control
    c. Member Economic Participation
    d. Autonomy and Independence
    e. Education, Training and Information
    f. Co-operation among Co-operatives
    g. Concern for Community

Acknowledgements

1. The phrase "The revolution starts at home," coined by INCITE! Women of Color Against Violence, underpins the values that the co-op strives to put into practice. We wish to create an example of an anti-oppressive workplace while also designing technologies that are tied to social justice.
2. We recognize the existence of intersectional oppression including but not limited to:
    a. patriarchy

[1] See "Co-operative identity, values & principles" by International Cooperative Alliance

b. white supremacy
c. capitalism
d. ableism
e. heterosexism
f. cissexism
g. conquest and colonialism
h. orientalism
i. religious oppression
j. environmental destruction

3. We acknowledge that the land we occupy with our office is stolen from the Three Fires Confederacy of Ojibwe, Odawa, and Potawatomi peoples, and also that parts of the place now known as Michigan includes land within the traditional Homelands of the Miami, Meskwaki, Sauk, Kiwigapawa, Mascouten, Menominee, and other Indigenous nations. Our presence makes us complicit in their ongoing oppression and genocide. We honor with gratitude the land itself.[2]
4. The current concentration of power centered around white cisgender men in the field of technology in which we work is a direct result of the systematic exclusion and oppression of Black and Indigenous people of all genders, other people of color, trans and gender nonconforming people, queer people, the disabled, white women, and people at the many varied intersections of these, among others.

Principles

1. We understand that we are all subjects of both privilege and oppression. We strive to work against these oppressions in our everyday life. Thus, we commit to challenge and build our understanding of social justice.
2. We strive to work on projects that do not reinforce any oppression, and optimally, projects that work against oppression.
3. We are in solidarity with the worker-owned cooperative movement. We honor and amplify Black leadership in the US worker cooperative movement. We recognize the need for democratic member control and economic participation. We also recognize that historically, worker-owned cooperatives are vulnerable to unchecked privileges due to the absence of hierarchy[3].
4. We hold ourselves accountable to provide pay that allows all members and others who work for us to thrive financially. We offer comprehensive benefits to all members.
5. We are committed to building a safe, joyful, anti-oppressive, physical space in which those who wish to can do most of their Sassafras work.
6. We strive to create a work environment that is empowering of people of color of all genders, women, genderqueer people, and people with disabilities.

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[2] We will update this acknowledgement as we learn more. Sources for the current language are: Tribal Nations of Michigan Map by Aaron Carapella of Tribal Nations Maps; Michigan State University Provisional Land Acknowledgement (http://aisp.msu.edu/about/land), "The Future University Community" (https://futureuniversitycommunity.umichsites.org/campus-partners/native-american-land-gift/), and the land acknowledgement from the Duwamish Tribe https://www.duwamishtribe.org/

[3] See AORTA Collective's Infiltration resource.

7. We believe in computing justice, including but not limited to the ability for people to see and change the code that runs their software. We further endeavor to contribute back to the open source community by sharing useful code and by choosing, and encouraging clients to choose, open source licenses wherever possible.

Definitions

Document Repository

The “Document Repository” shall be the combination of an electronic storage repository, accessible to all members, an electronic time logging system, and a physical storage repository at the co-op’s principal office. Co-op records shall be digitized and stored in an electronic repository whenever possible.

Operating Rules

Written rules, separate from these Bylaws, may be established by the members. These Operating Rules may be added to, amended, or repealed at any staff meeting. The Operating Rules shall be binding on all members, unless inconsistent with the law, the Articles of Organization, the Bylaws, shareholder agreements, or other applicable written agreements. A current copy of the Operating Rules shall be maintained by a member, and shall be held in the Document Repository.

Operating Agreement

These Bylaws serve as the Operating Agreement for Sassafras Tech Collective.

General

1. The fiscal year of the co-op shall end on the last day of December of each year.

Members

General Principles

1. The co-op shall have one (1) class of members.
2. Membership is limited to those who do regular work for the co-op.

Membership Qualifications

1. A human person may become a member of the co-op by:
    a. Completing a prospective membership period (see Prospective Membership below);
    b. Completing membership interviews (see Membership Interviews below);
    c. Being accepted for membership by the existing members following the prospective membership period (see Acceptance of Members below); and
    d. Making payment of an initial capital contribution of $1,000.00 or agreeing to have that amount deducted from paychecks issued during, at most, the six (6) months immediately following the date on which membership becomes active.

Prospective Membership

1. A Prospective membership period of at least twelve (12) months shall be completed before a prospective member can be considered for membership.
2. Prospective members must work at least six-hundred and sixty (660) hours for the co-op during the Prospective membership period.
3. Prospective members are not entitled to vote on decisions of the co-op, but are expected to attend and participate in meetings unless specifically asked not to by the members.
4. If a person has been a Prospective member of the co-op for twenty one (21) months but has not fulfilled the requirements for membership, they shall be promptly notified of their status and given a further three (3) months to fulfill the requirements. If after that time they have still not fulfilled the requirements, their employment shall be ended. Note that this does not preclude the person in question from working with the co-op as a subcontractor or in some other fashion.
5. In the case of an application by a former member, the co-op may waive the Prospective membership period.

Membership Interviews

1. Following the prospective membership period, the prospective member shall attend a group membership interview conducted as an item of business during a duly arranged member meeting.
2. The purpose of the interview is to gauge fit and potential with the co-op. Technical ability should be mostly ascertained during the prospective membership period. If there are outstanding questions regarding technical ability, they can be asked during the interview(s), but they should not be the focus.
3. The interview should include questions about the prospective member's goals, expected contributions to the co-op, and expected level of effort (i.e. part-time vs. full-time).

Acceptance of Members

1. Following the prospective membership period and membership interviews and upon the prospective member's application for consideration, the members shall decide at a meeting whether to accept an application for membership.
2. The membership interview may not take place during the same meeting at which the membership decision is taken. It should ideally take place at least 24 hours in advance to allow for careful deliberation.
3. If an application is not accepted, the members may decide to specify a further prospective membership period to be followed by a second decision by the members on whether to accept the application. The second prospective membership period shall be followed by a second membership interview following the policies above.
4. If an application is not accepted and the members do not specify a further prospective membership period, the applicant's employment shall be ended within 10 business days of the application's denial.

Initial Members

1. Notwithstanding the foregoing sections, the initial members of the co-op shall be Jill P. Dimond, Adam S. Konner, and Thomas N. Smyth.

Level of Effort

1. Each member shall work a minimum of fifteen (15) hours per week for the co-op unless a special exemption is granted by a decision of the members.
2. Paid time off and parental leave shall count in the determination of the time worked (e.g. if a member worked 10 hours in one week and requested 5 hours of paid time off, they would be deemed to have worked 15 hours in that week).
3. A member's level of effort shall be calculated quarterly by computing the average number of hours worked per week in that quarter.

Wages

1. The operating rules shall establish a wage policy that governs how wages are set.

Benefits

1. Each member of the co-op and their eligible family members shall be entitled to coverage under a co-op provided healthcare policy.
2. Each member of the co-op shall be entitled to a thrivable amount of paid time off. The specifics of these policies shall be defined in the Operating Rules.
3. In the interest of building and maintaining a thriving, anti-oppressive work environment, the co-op shall, from time to time, provide the members access to educational trainings, sessions, or courses on such topics as social justice, anti-oppression, etc.

Member Resignation

1. A member shall have the right to resign as a member of the co-op by filing with the co-op a written notice of resignation.
2. The resignation shall become effective immediately without any action on the part of the co-op.
3. The remaining members of the co-op may request the resigned member cease work for the co-op immediately, or may allow the resigned member to remain an employee of the co-op for a period of no longer than eight weeks to assist in transitioning their responsibilities.
4. Resignation shall not relieve the resigning member from any obligation for charges incurred, dues, assessments, or fees, and this section shall not diminish any right of the co-op to enforce any such obligation or obtain damages for its breach.

Removal of Members

1. For the purposes of this section, "the other members" refers to all members other than the member being considered for expulsion. The member being considered for expulsion may not vote in the decision to call an expulsion hearing, the decision to expel them, or other related decisions described below. The other members shall make these decisions using the standard decision making process described in Staff Meetings.
2. A member may be expelled from the co-op if and only if:
    a. the other members decide at a member meeting to call an expulsion hearing;

b. the member in question is given notice of the expulsion hearing and the reasons for the proposed expulsion;
c. an expulsion hearing is held at least 5 days after the date of notice being given;
d. the member being considered for expulsion has the opportunity to discuss reasons for expulsion during the expulsion hearing;
e. the other members decide at a member meeting following the expulsion hearing to expel the member in question.

3. Any notice required under this section may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the member shown on the co-op's records.
4. A member who is expelled from the co-op shall be liable for any charges incurred, dues, assessments, or fees incurred before expulsion or arising from contract or otherwise.
5. The other members may, by decision at a member meeting, direct a member being considered for expulsion to refrain from conducting business as a member until the expulsion decision is made, provided the co-op pays the member their average weekly wage—calculated based on the three months preceding the date of the notice given pursuant to this section—until the expulsion decision is made.
6. The other members may, by decision at a member meeting, direct a member being considered for expulsion to stay away from the co-op's places of business except as necessary to exercise their rights under law.
7. Only one member may be considered for expulsion at a time.

Transfer

1. No member may transfer their membership or any right arising therefrom. Any attempted assignment or transfer shall be wholly void and shall confer no rights on the intended assignee or transferee. All rights as a member of the co-op cease upon the member's death.

Staff Meetings

Meeting Style

1. Staff meetings will be conducted in a style and manner as determined by the members on an ongoing basis and inspired by the AORTA Collective's "Anti-Oppressive Facilitation Resource Sheet.[4]
2. Meeting procedures so determined shall be recorded and maintained in the Document Repository.

Calling a Meeting

1. Any member or prospective member may call a meeting at any time and for any reason.

Member Meetings

1. Most staff meetings are open to prospective members and members. Some staff meetings are open to members only and are referred to as "member meetings" in this document.

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[4] See AORTA Collective's "Anti-Oppressive Facilitation Resource Sheet".

Quorum

1. A simple majority of the totality of the members shall constitute a quorum at a staff meeting.
2. In the absence of a quorum, a meeting cannot be held. In the event that a meeting is held and quorum is subsequently lost, no decisions of the co-op may be taken, except to adjourn the meeting.
3. Prospective members shall not be counted in the determination of quorum.

Voting

1. Except as otherwise provided by the Articles of Organization, by statute, or by these Bylaws, at any staff meeting, a decision of the members must be affirmed by consensus, which shall be a vote in which the totality of the members present vote to either “agree” with or “stand aside” (abstain) on a proposed action. If any member should vote to “block” any proposed action, the decision cannot be affirmed.
2. At least one “agree” vote must be cast in order for an action to be affirmed.
3. Any “stand aside” votes shall be formally recorded in the minutes, along with a brief reason for each such vote if the member standing aside so wishes.
4. A member shall not block a decision unless they believe that the decision is counter to the vision and purpose of the co-op. Blocking shall not be used merely to express personal preference or opinion.
5. If any member believes that a decision was blocked for reasons not in accordance with Paragraph 4 above, they may propose that the members decide the matter by a non-consensus vote. The reasons for such proposal shall be formally recorded in the minutes.
6. A non-consensus vote must be affirmed by a three-fourths (¾) majority of the members present.

Annual Meeting

1. An annual meeting of members shall be held annually.
2. The meeting’s agenda shall include but not be limited to:
    a. discussion of strategy and planning for the coming year
    b. appreciations;
    c. celebration.

Notice

1. Written notice of meetings shall be given not less than 2 nor more than 20 days before the date of the meeting unless:
    a. It is a regularly scheduled meeting AND;
    b. None of the items of business in the list below is being decided at the meeting.
2. Notice shall be given to each member who, on the date for notice of the meeting, is entitled to be present.
3. Notice to a member shall be delivered by any means reasonably expected to reach the member in an expedient manner.
4. The written meeting notice shall state:
    a. the place, date, and time of the meeting;
    b. instructions for remote attendance, if applicable;

    c. the agenda of business to be conducted;
5. The agenda included in the meeting notice shall represent a best guess of the business to be conducted at the meeting. It is understandable and expected that the agenda may change subsequent to the date of notice.
6. Though agendas may change, none of the following items of business may be conducted at a meeting without having been included in the meeting notice and without advance notice being given:
    a. expulsion of a member;
    b. approval of a contract or other transaction between the co-op and one or more of its members, or between the co-op and any co-op, firm, or association in which one or more of the members has a material financial interest;
    c. amendment of the Articles of Organization;
    d. amendment of these Bylaws;
    e. sale of co-op property or assets;
    f. any matters related to the winding up of the co-op.
7. Notwithstanding the foregoing, any business may be conducted at a meeting at which the totality of members are present, regardless of notice.

Remote Attendance

1. Members not physically present in person at a staff meeting may participate in a meeting by teleconference or videoconference.
2. Members so participating shall be deemed present at the meeting and shall count in the determination of quorum and in the tallying of votes.
3. Notwithstanding the foregoing, members shall attend the Annual General Meeting in person, with exceptions requiring a decision of the members.
    a. For members who reside outside the area where the Annual General Meeting is held, the co-op shall bear the expense associated with the member's attendance

Records

1. A record (minutes) of all business conducted at each meeting will be taken down and stored in the Document Repository.

Adjourned Meetings

1. Staff meetings may be adjourned to another place or time for any reason by the members in attendance.
2. When a meeting is adjourned, notice need not be given of the adjourned meeting if the time, place, and means of remote attendance thereof are announced at the meeting at which the adjournment is taken.

Action Without a Meeting

1. Any action which may be taken at a meeting may be taken without a meeting if the co-op distributes a written ballot to every member entitled to vote on the matter.
2. Approval by written ballot pursuant to this section shall be valid only when the number of ballots returned within the specified time period constitutes a quorum.
3. The usual standard of affirmation, specified in Voting above, shall apply in this case.
4. A non-consensus vote may not be held without a meeting.

5. None of the special items of business listed under Notice above may be decided without a meeting, unless it was decided at a prior meeting to hold a written ballot vote on the issue in question, or unless the totality of members return ballots.
6. The ballot and any related material may be sent by electronic transmission and responses may be returned to the co-op by electronic transmission.
7. A reasonable amount of time must be provided within which to return the ballot to the co-op.
8. The ballot shall include:
    a. a thorough description of the proposed action;
    b. clear instructions for specifying approval or disapproval;
    c. the time by which the ballot must be received in order to be counted.
9. Any member can cause a vote to be taken by written ballot upon any action or recommendation proposed in writing by any member of the co-op.

Internal Capital Account System

General

1. The co-op shall have a system of internal capital accounts as equity accounts to reflect its net worth, to reflect the allocation of net worth among the members, and to determine the redemption value of membership shares and written notices of allocation as hereinafter defined. The internal capital accounts consist of individual capital accounts and a collective account. The sum of the balances of the internal capital accounts is the net worth of the co-op.

Definitions

1. “Accounting net income” is the book net income for the fiscal year computed in accordance with generally accepted accounting principles (GAAP).
2. “Patronage” is the total number of hours worked for the co-op by members and non-members during the fiscal year.
3. “Member patronage” is the total number of hours worked for the co-op by members during the fiscal year.
4. “Patronage income” is that portion of accounting net income resulting from member patronage and is calculated by multiplying the accounting net income (minus any ancillary income) by the ratio of member patronage to patronage.
5. “Non-member patronage income” is that portion of accounting net income resulting from the patronage of non-members.
6. “Ancillary income” is that portion of accounting net income resulting from transactions that do not facilitate the primary business of the co-op and do not result from member patronage.
7. “Patronage dividend” is the positive amount of patronage income allocated to the members in proportion to their relative member patronage during the fiscal year and may consist of any combination of cash and written notices of allocation.
8. “Written notice of allocation” is the certificate issued to each member specifying the amount, if any, of the patronage dividend allocated to the member and retained by the co-op.

Individual Capital Accounts

1. The co-op shall maintain for each member an individual capital account that reflects the value of the member's relative equity in the co-op.
2. The balance in any individual capital account results from and is increased by: (a) the initial membership fee, plus any other paid-in capital from or on behalf of the member in excess of the membership fee, and (b) the amount of any written notices of allocation issued to the member.
3. The balance in any individual capital account is decreased by: (a) any losses allocated to the individual capital accounts, and (b) the redemption, in cash or notes of indebtedness, of a written notice of allocation previously issued to the member and recorded in the member's individual capital account.

Collective Account

1. The co-op shall maintain an unallocated collective account (hereinafter, "collective account") that reflects the portion of net worth not allocated to individual capital accounts.
2. The balance in the collective account results from and is increased by: (a) that portion of retained earnings not allocated to individual capital accounts, and (b) any gifts or grants to the co-op, unless otherwise allocated to individual accounts.
3. The collective account balance is decreased by any losses allocated to the collective account.
4. The co-op shall maintain a collective account balance with reference to a target amount for business purposes defined in the Operating Rules.

Allocation of Net Income

1. The positive or negative accounting net income of the co-op shall be allocated annually among the internal capital accounts after payment of the cash portion of patronage dividends.
2. Patronage net income, after reductions in accordance with Unallocated Retained Earnings below shall be allocated as patronage dividends to the members on the basis of their relative patronage.
3. Allocations of patronage dividends shall be made within 8 1/2 months after the end of the fiscal year.
4. In any proportions determined by the members and recorded in the Operating Rules, patronage dividends may be paid in cash, in qualified written notices of allocation, or in non-qualified written notices of allocation as defined in Subchapter T of the federal Internal Revenue Code of 1986, as amended from time to time (hereinafter, "Subchapter T").
5. The amount of any written notice of allocation issued to a member shall be credited to the member's individual capital account and the amount thus retained by the co-op may be used for any and all corporate purposes.
6. Written notices of allocation are non-transferable unless otherwise approved by the members.
7. By becoming a member of the co-op, each member shall be deemed to have consented to include in his or her taxable income the amount of any qualified written notices of allocation and to pay tax thereon in accordance with Subchapter T.

8. The co-op shall issue annually to each member an individual capital account statement that discloses his or her account balance and any changes since the previous statement.

Unallocated Retained Earnings

1. From time to time, the members shall establish and record in the Operating Rules an overall target amount for unallocated retained earnings on the basis of stated business purposes and needs.
2. Annually, the members shall make allocations of retained earnings to the collective account with reference to the target amount and business purposes and needs.
3. Such allocations shall be from: (1) ancillary income and non-member patronage income, and (2) if necessary for business purposes, patronage net income.

Losses

1. If the co-op incurs a net loss in any fiscal year, such net loss shall be charged against the balances in the internal capital accounts as determined by the members.

Redemption of Written Notices of Allocation

1. All written notices of allocation credited to a member's individual capital account shall be redeemed in cash within three (3) years of the date of the notice.

Redemption of Membership Shares

1. Upon termination of membership in accordance with the Bylaws, the membership share held by the terminated member shall be transferred to the co-op for the consideration defined herein.
2. After year-end adjustments, the member's individual capital account balance other than positive written notices of allocation shall be paid to the terminated member as consideration for the membership share in cash or other property as determined by the members, within three (3) years of the date of termination.
3. If there is no positive balance in the terminated member's individual capital account other than written notices of allocation, then the membership share shall be returned to the co-op for no consideration.

Dissolution Distributions

1. Upon liquidation, dissolution, or sale of all the assets of the co-op, any assets left after payment of all debts and individual capital account balances shall be distributed to all persons who were members during the immediately preceding ten (10) years, or to their heirs, in proportion to the members' relative patronage during that period.
2. No distribution need be made to any person who fails to acknowledge the receipt of notice of liquidation in a timely manner. Said notice shall be deemed sufficient if sent by certified mail, at least 30 days before distribution of any residual assets, to the person's last known business or residence address.

Checks and Contracts

Authorized Signatories for Checks

1. The members by resolution shall authorize at least two members as authorized signatories for the co-op.
2. All checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the co-op may be signed by any authorized signatory.

Executing Corporate Contracts and Instruments

1. The members by resolution may authorize any agent or agents to enter into any contract or to execute any instrument in the name of and on behalf of the co-op. This authority may be general or it may be confined to one or more specific matters.
2. No agent, employee, or other person purporting to act on behalf of the co-op will have any power or authority to bind the co-op in any way, to pledge the co-op's credit, or to render the co-op liable for any purpose or in any amount, unless that person was acting with authority granted by the members as provided in these Bylaws, or unless an unauthorized act was later ratified by the co-op.
3. Duly authorized contracts may be signed by any member.

Records

Records Required to Be Kept

1. The co-op shall keep in the Document Repository:
    a. the original or a copy of its Articles of Organization and Bylaws as amended to date;
    b. adequate and correct books and records of account;
    c. minutes of staff meetings and results of decisions outside of meetings; and
    d. a record of its members giving their names and addresses.

Inspection Rights

1. The co-op's Articles of Organization and Bylaws shall be open to inspection by the members at all reasonable times during office hours.
2. Any such inspection may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.
3. The accounting books and records and minutes of proceedings of the members and the board and committees of the board shall be open to inspection upon request by any member at any reasonable time for a purpose reasonably related to such person's interests as a member.
4. Every member shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the co-op.

Annual Report

1. As required by the State of Michigan, the co-op must file an annual report with the Department of Licensing and Regulatory Affairs no later than February 15th of each year. The report so filed shall be added to the document repository.

Amendment

1. These Bylaws may be adopted, amended, or repealed by resolution of the members as governed by Staff Meetings.