

Section #1:
The Food Cooperative Constitution
Originally passed: November 8, 1987
Current version: April 8, 2019

ARTICLE I:

The name of this organization shall be the Food Cooperative at UC San Diego, though the name Food Co-op is acceptable in all uses. The Food Cooperative shall be a registered, nonprofit student organization of UC San Diego.

ARTICLE II:

The general purposes of the Food Co-op shall be as follows:

SECTION 1:

- A. The Food Co-op shall offer products, as outlined in ARTICLE X, to the university and surrounding communities.
- B. The Food Co-op shall offer products alternative to those choices that are currently available in the university community.
- C. The Food Co-op shall provide access to information in order to educate people concerning the food choices or other topics of interest that assist in fostering positive and progressive social, political, economic, or ecological change.
- D. The Food Cooperative shall operate under the seven Cooperative Principles as approved by the International Cooperative Alliance.
- E. The Food Co-op shall seek to educate others about the principles and benefits of cooperative organization by encouraging interaction with the Food Co-op and providing access to information of related topics.

SECTION 2:

The Food Co-op prices shall be determined such that they adequately cover the cost of inventory, labor, operation, and the improvement of the space for the benefit of the members and consumers of the Food Co-Op. .

ARTICLE III:

Requirements for membership are as follows: any individual who volunteers at least four (4) hours of labor to the Food Co-op per week shall be considered a General Member.

SECTION 1:

The Food Co-op shall extend a percent discount to General Members as well as offer an amount of free food per shift worked

SECTION 2:

General Members shall have equal input, along with all other members, at all General Meetings.

However, all final decisions rest on the consensus of Core Members.

SECTION 3:

In the event that a General Member fails to work four volunteer hours in any week, they shall be put up for clearness at the general meeting by a Core Member.

ARTICLE IV:

Core Member Hiring, Responsibilities, and Dismissal

SECTION 1:

Core Member Hiring:

- A. Core Members are those individuals responsible for ensuring proper operation of the Food Co-op.
- B. Those interested in becoming Core Members must first be General Members. After volunteering 5 weeks of labor, of which time must be spent both in and out of the Co-Op, on co-op related tasks, a General Member may apply to be hired as a Core Member. Completion of this time does not guarantee being hired.
- C. General Members wishing to be hired as Core Members shall fill out an application, which will be openly reviewed by Core Members in the form of a Clearness. In the case of an insufficient application, Core Members will contact the applicant. Core Members will still offer the applicant a Clearness if they would like.
- D. During a Clearness for becoming Core, more than half of the Core Members should be present. All Core Members should make an effort to meet and get to know all applicants while applicants are General Members in the store or at any other appropriate time and place.
- E. If there is an immediate need for a small number of Core Members to be hired, the Core can bypass the normal hiring process and can hire applicants who have not completed the required volunteer time. Additional changes in regards to hiring procedure may be made upon consensus at a General Meeting.
- F. Factors for Core Members to consider during the hiring include but are not limited to the following:
 1. Degree of willingness to commit to the Food Co-op
 2. Food Cooperative experience.
 3. Skills beneficial to the Food Co-op (outlined in Green Docs)
 4. Critical Relationships with all current Core Members (defined in ARTICLE IV, SECTION 1, Subsection D)

SECTION 2:

Core Member Responsibilities:

- A. Core Members are required to attend Food Co-op general meetings. Repeated absences can result in consideration for withdrawal. Meeting times will be decided by Core Member consensus, and may be subject to change by consensus.
- B. Core Members shall be held accountable for the hours for which they have been scheduled.
- C. If a Core Member delegates any Core Responsibility to a General Member they are responsible for the General Member's fulfillment of the task.
- D. Each Core Member is responsible for one or more specific area pertaining to the operation of the Food Co-op, hereafter referred to as Core Duties. Core Duties and descriptions include, but are not limited to, the following:

1. Responsibility for an Account: The coordination of one (or more) accounts. An account is a subdivision of a Food Group responsible for carrying out a necessary function or operation within the Food Co-Op. Most accounts include at least one vendor - any external business or organizational body which provides a service(s) or product(s) that helps fulfill the functions of that account. This also includes training upcoming or current core in your account(s) when planning to step-down.
2. Volunteer Coordination: Core Members are responsible for ensuring General Members are involved in the space, fulfill their hours, are familiar with the policies, procedures, and operations of the Food Co-Op, and attend at least one General Meeting and event per quarter.
3. Forming Critical Relationships: The ability to give and receive praises and criticisms in an open, responsible, and respectful way, as well as getting to know and give feedback to the other Core Members of the Food Co-Op.

More complete descriptions shall be written, updated, or revised by the Core Members responsible for those duties. The descriptions shall be found in the Core Duty descriptions manual (Green Docs binder).

- E. Each Core Member shall facilitate or be an active member of at least one Food Group. The Food Groups are as follows:
 1. Sweets (Human Resources and Marketing): Organization of any collected information regarding members; planning and organization of Food Co-Op events; flyer distribution, banners, and other advertising campaigns. General Member meeting coordination, outreach, projects, and training; organization of General Members and encouraging increased participation in the Food Co-op operations, events, retreats and activities.
 2. Roots (Kitchen and Produce): Coordination of all food and drink vendor orders, standing orders, and all special orders; monitoring stock fluctuations and suggesting order adjustments to the appropriate person(s). Also responsible for updating and researching information on the products carried or being considered by the Food Co-op.
 3. Dirt (Health and Safety): Acts as a liaison to UC San Diego Environmental Health & Safety (EH&S); organizes group cleaning efforts (cleaning parties); inform members of Food Handling Safety classes; responsible for increasing member awareness of health and safety hazards.
 4. Dough (Finance and Legal): The current accountant, check writer(s), and payroll person shall all be assigned this during these Food Group meetings; they shall act as liaisons to the University/Student Center business office with respect to financial matters and monitor all vendor accounts and payroll. Also, this Food Group shall act as Food Co-op representatives at United Cooperative Association, North American Student Cooperative Organization (NASCO), University Centers Advisory Board (UCAB). Responsible for submitting quarterly sales tax reports and annual renewals of tax-exemption status.
 5. Seeds (Basic Needs and Education): Responsible for increasing the affordability of cooperative products and expanding access to the cooperative to all members and customers. They are responsible for maintaining and improving upon the "Pay It Forward" funds program, as well as working with external organizations such as the HUB, Triton Food Pantry, Food Recovery Network, and the SD Food Bank. This food group will organize educational workshops to inform students of the resources available to them. They will collaborate with the HUB to organize CalFresh sign-up clinics and food drives. This food group will strive to apply and maintain EBT status as well.

SECTION 3:

Scheduling Paid Core Member Hours:

- A. The number of paid hours each Core Member works is dependent upon, but not limited to, the following factors:
 - 1. Total number of paid hours available
 - 2. Current number of Core Members
 - 3. Academic schedules
- B. Core Members shall receive a percent discount on merchandise purchased at the Food Co-op. In addition, Core Members shall receive discounts at other co-ops participating in the Inter-Co-op-Benefit System.

SECTION 4:

Disqualification of a Core Member:

- A. A Core Member may lose their membership through the following process:
 - 1. If the other Core Members, by consensus, consider a Core Member to not be fulfilling Core Duties and/or not following Cooperative Guidelines, the other Core Members shall approach the individual for an initial, informal problem resolution discussion in the form of a Clearness. The Core Member in question must be notified of meeting for informal resolution.
 - 2. If, after the Clearness, any of the Core Members feel the problem remains unresolved, a Core Member meeting shall be scheduled.
 - 3. The problem shall be discussed at the Core Member meeting and a consensus decision shall be made.
 - 4. If the Core Members, by consensus, determine disqualification to be the most appropriate solution, they shall request the person under consideration to withdraw as a Core Member.
 - 5. Two-thirds of the Core must be present at the Core Meeting in order to request the withdrawal of another Core Member.
 - 6. The Core Member whose conduct is the subject of the consensus decision shall not be allowed to participate in the final consensus decision process on the basis of conflict of interest.
- B. Any Core Member who has been disqualified shall lose their future scheduled paid hours and member benefits. They shall also be eliminated from the payroll roster from that date forward and return all Food Co-Op property. However, they may opt to become a volunteer as per ARTICLE III.

SECTION 4:

In regards to the registration of the Food Co-op as a student organization, only registered students may hold office, or principal membership, in the organization. Only registered UC San Diego students may vote in elections, should one occur, for the selection of the organization's officers or principal members.

ARTICLE V:

Inter-Cooperative Discounts

The Food Co-op shall extend a percent discount to members and alumni of any co-op in the

Co-Op Union, including the Food Co-op, adhering to the Cooperative Principles.

The Food Co-Op shall also give a discount to members of any active co-op adhering to the Cooperative Principles.

ARTICLE VI:

General Meetings

SECTION 1:

Once a week a general meeting shall be held for the following purposes:

- A. To make decisions regarding the week to week operations of the Food Co-op.
- B. To review and implement decisions passed at Food Group meetings.
- C. To report current or planned activities directly related to the Food Groups or the Core Duties of each individual Core Member.
- D. Hiring and disqualification of members.
- E. Settling grievances pertaining to matters of personnel.
- F. To function as a general forum for criticism and praise.

SECTION 2:

The agenda for general meetings is as follows:

- A. Check-Ins
- B. Readings
- C. Announcements
- D. Food Group Reports
- E. Main Agenda
- F. Self/Group Praise and Criticism and Check Out

SECTION 3:

- A. A facilitator shall be chosen for General Meetings in the following manner:
 - 1. The person who recorded minutes for the last meeting shall act as the facilitator.
 - 2. Or, the facilitator shall act by a general consensus of the members present at the general meeting.
 - 3. The facilitator shall be responsible for organizing the agenda prior to meeting.
- B. A notetaker shall be chosen for General Meetings to take and post minutes for that meeting (within 24 hours of the meeting). A different notetaker should be chosen for each meeting, when possible.
- C. A timekeeper shall be chosen for General Meetings to track time of the meeting and of agenda items. A different timekeeper should be chosen for each meeting, when possible.

SECTION 4:

Minutes shall be recorded for all General meetings. These minutes shall be available as a matter of public record and may be found at the Food Co-op during hours of operation.

ARTICLE VII:

Other Meetings

SECTION 1:

Food Group meetings, open to all members and the public, may be held to discuss matters affecting the specific Food Group (i.e. policy items, new products, new projects, etc.).

- A. Food Group meetings may be scheduled by anyone who is a member of the Food Co-op.
- B. Anyone may attend a Food Group meeting.
- C. Any major consensus decisions made at Food Group meetings shall be reviewed and implemented at the next general meeting.
- D. A Food Group facilitator will be chosen by consensus each quarter. The facilitator shall organize and lead the Food Group meetings for that quarter.
- E. A different member shall be chosen as timekeeper and notetaker at each meeting.

ARTICLE VIII:

Constitutional Amendments:

SECTION 1:

In the event that the current constitution of the Food Co-op is found to be deficient or in need of update or additions, a Constitutional Meeting (or meetings) shall be proposed at a General Meeting. If a consensus is reached that the proposed changes to the constitution should be considered, a Constitutional Meeting (or meetings) shall be scheduled.

SECTION 2:

The announcement and scheduling of a Constitutional meeting shall be made at least one week prior to the actual meeting itself.

SECTION 3:

The Constitutional Meeting date, time, and place shall be posted in the Food Co-op immediately following the decision to have such a meeting.

SECTION 4:

As many members as possible are encouraged to attend the Constitutional Meeting. All Core members are required to attend at least one scheduled Constitutional Meeting per quarter.

ARTICLE IX:

Grievances:

SECTION 1:

Grievances of a personal nature, made by customers against any member of the Food Co-op, shall be settled in the following manner:

- A. The member against whom the grievance has been made will be encouraged to satisfactorily settle the matter with the customer on a one-to-one basis.
- B. If the customer is not satisfied with the settlement, they either may consult other Core Members or, if the matter continues to remain unsettled, a Clearness shall be scheduled to discuss the matter in order to arrive at an agreeable solution.
- C. After conclusion of the Clearness, a decision shall be made by consensus, any decided action shall be taken, and the decision shall be recorded in the Food Co-Op's documents.

SECTION 2:

Grievances of a personal nature between members of the Food Co-op shall be settled in the same manner as in ARTICLE IX, SECTION 1.

SECTION 3:

Grievances of a monetary nature shall be settled at a Dough meeting, then, if necessary, the General Meeting.

ARTICLE X:

Food Policy Guidelines

SECTION 1:

Food stocked and sold at the Food Co-op shall comply with the following standards:

- A. The Food Co-Op shall carry products with preference to veganism, and consider health a secondary, but still important, goal. For example, the space should provide a pathway for transition to veganism, including offering alternatives to non-vegan products such as meat and dairy substitutes and foods such as baked goods, chips, and candy.
- B. The Food Co-op will carry no products produced as a result of the death or mistreatment of any kind of animal (those creatures classified in the Kingdom Animalia). This includes but is not limited to: meat, dairy, eggs, gelatin, taurine, whey, casein, honey, and products bleached with bone char (such as many white sugars).
- C. The Food Co-op shall not carry and highly processed items or products containing highly processed ingredients or harsh chemicals (ex: harsh pesticides). The Food Co-Op shall consent to new products only after consenting to all ingredients. Examples of ingredients to avoid: palm oil, high fructose corn syrup, taurine...
- D. The Food Co-Op shall not carry products which exceed 20g sugars (or 10g added sugars) per serving, with the exception of candies or baked goods. The Food Co-Op shall try to stock and sell products in this order: 1) unsweetened, 2) fruit sweetened, 3) agave sweetened, 4) sugar sweetened (with preference to organic cane sugar over other sugars). If a product is offered with a higher sugar content, the Food Co-Op must provide consent and adequate signage that indicates high sugar and points to alternatives.
- E. The Food Co-op shall carry products in the following order: 1) gluten-free, 2) whole grain, 3) whole wheat
- F. The Food Co-op is concerned with the high correlation between saturated and trans fat consumption and health problems. Therefore, we shall try to stock food in this order: 1) nonfat, 2) low-fat, 3) unsaturated, 4) saturated/trans-unsaturated
- G. The Food Co-op shall work to limit the amount of waste that leaves the store by carrying products with as little packaging as possible to be thrown away. We shall carry products in the following order: 1) no packaging, 2) reusable, 3) compostable, 4) recyclable, 5) recycled, 6) disposable. We shall purchase products while maintaining the goal of being a zero-waste space.
- H. The Food Co-op shall not carry products that promote dissatisfaction and insecurities about one's body and or self by advertising, packaging, or marketing.
- I. The Food Co-op shall try to not carry products made by companies that exploit their workers (eg: poverty level wages, poor and unhealthful conditions, anti-union behavior). Also, the Food Co-Op

should strive to avoid products which have severe environmental or economic impacts. To do so, the Co-Op shall put in adequate effort to finding alternative products which promote fair labor practices and sustainability, especially seeking out Fair Trade products.

- J. The Food Co-op is concerned with promoting self-reliance and the decentralization of power. Therefore, the Food Co-op shall try to carry products in this order: 1) products made by other co-ops and collectives, 2) products made by locally owned businesses, 3) products made by small businesses. Furthermore, the Food Co-op shall avoid carrying products from large corporations that provide little benefit to the local community.
- K. The Food Co-op shall carry products which maximize the following categories: affordable, sustainable, local, and organic.
- L. When considering carrying a vendor's product(s), other products and services provided by that vendor should be considered. Also, the Food Co-Op should consider the values and principles of those vendors
- M. The Food Co-Op shall attempt to avoid allergen-containing products, and will clearly mark all allergens that may be present. Common (vegan) allergies include: peanuts, tree nuts, gluten, soy).
- N. In the event that the Food Cooperative desires to sell products which do not follow the above guidelines, they may be sold, provided the Food Co-Op comes to consensus and the product is labeled with adequate signage.

ARTICLE XI:

Risk Management

SECTION 1:

The Food Cooperative at UC San Diego is a registered student organization at the University of California, San Diego, but not part of the University itself.

The Food Cooperative at UC San Diego understands that the University does not assume legal liability for the actions of the organization.

ARTICLE XII:

In Case Of Interaction With Minors And/Or The Elderly

SECTION 1:

The Food Cooperative at UC San Diego is aware that all registered student organizations that serve minors or the elderly have access to training on child and elder abuse prevention for its members via the Center for Student Involvement, online or in person (in person by request only). The Food Co-op will develop plan(s) for activities and events where members will be interacting with minors or the elderly such that members will receive education and/or training on Child Abuse Neglect Reporting Act (CANRA), common sense measures to both avoid child or elder abuse allegations (i.e. avoiding one-on-one situations; working with minors in plain view of others; limiting calls/texts/social media posts or other communications with minors), and how to properly report potential harm or neglect to minors or the elderly with whom they are working.

ARTICLE XIII:

In Case Of Handling Of Hazardous Chemicals, Material, Equipment, And/Or Machinery

SECTION 1:

The Food Cooperative at UC San Diego recognizes that all student organization activities must be conducted safely, in accordance with all applicable federal, state and local laws. Additionally, the Food Co-op at UC San Diego will abide by UC San Diego requirements for students in labs, including policies for minors in UC laboratories, and ensure members receive safety training regarding the use of chemicals and/or machinery before entering the lab. Members must follow any best practices and lab safety protocols for the use of such chemicals, research equipment or machinery, including the appropriate use of Personal Protective Equipment, and should work under close supervision of those trained in the handling of chemicals/use of research equipment or machinery.

ARTICLE XIV:

Financial Management

SECTION 1:

The Food Cooperative shall finance its operations through the sale of food items as described in ARTICLE X based upon the cost of the raw materials and a fifty percent markup to account for labor and wage costs.

The Food Cooperative may also utilize funds offered through Associated Students for student organization-related events, such as tabling and recruitment. The Food Co-op may also apply for grants to further their mission for a more sustainable and inclusive food store.

ARTICLE XV:

Affiliation With Other Groups

SECTION 1:

The Food Cooperative is affiliated with the Cooperative Union, or Co-op Union, which is a union of the cooperative's at UC San Diego including The General Store, The Che Cafe, Groundworks, and the UC San Diego Co-ops and Collectives Alumni Association.

Affiliation with the Cooperative Union entitles members of The Food Co-op to attend meetings held by the other cooperatives, including Cooperative Union meetings which shall be held at least once a quarter. Food Co-op members do not have to attend Co-op Union meetings.

Affiliation with the Co-op Union also allows The Food Co-op to receive financial or workload aid from the Union or its affiliates.