

## **Bylaws & Code of Conduct**

### **Idaho Pasture Pig Registry, LLC**

These Bylaws govern the affairs of the Idaho Pasture Pig Registry, a Wisconsin Limited Liability Company.

#### **Article I - Name**

The name of the limited liability corporation shall be Idaho Pasture Pig Registry, LLC and will be referred to herein as the "Registry" and from time to time referenced as the "IPPR."

#### **Article II - Purposes of the Registry**

The Idaho Pasture Pig Registry is a mission-based breed registry established in 2014 by Dave & Jodi Cronauer.

Adherence to the Registry's mission is critical to achieving its goals. The Registry's goals are to bring honor, recognition, and preservation to the Idaho Pasture Pig. The Registry is committed to remaining quality based, culturally sensitive and socially responsible. The purpose for which the Registry is organized is to promote social welfare through the benevolent, agricultural, fraternal and educational oversight and development of significant matters that may impact the maintenance, preservation, promotion, and integrity of the breeding and registration of the Idaho Pasture Pig breed.

Moreover, the Registry's purpose shall include the education of the public about the Idaho Pasture Pig breed and the preservation through strict registration of the Idaho Pasture Pig breed. The Registry may, from time to time, engage in activities that seek to affect the establishment or changes that are in furtherance of the afore-mentioned purposes. Further, for registration purposes, this Registry will not allow crossbreeding in any form and shall have the purpose of protecting the purity, perfection, and wholesomeness of the Idaho Pasture Pig breed. The Idaho Pasture Pig is composed of the Old Berkshire, Duroc, and Kunekune breeds. The integrity of all three of these breeds create the Idaho Pasture Pig and the goal of the IPPR is to uphold all the genetics and not favor one over the other.

Neither any donation made to the Registry nor any fund or property arising therefrom, in whatever form it may take, shall be diverted from the purposes set herein. The Registry will exercise all the powers and duties set forth in these Bylaws and will have and exercise any, and all powers, rights and privileges organized under the State of Wisconsin.

#### **Article III - Membership**

##### **Section 1. Types of Membership**

The members of this Registry consist of three (3) types:

**Basic Member** – A Basic Member is a breeder who has paid the basic dues and includes the farm/breeder prefix and the ability to do litter notifications and Registrations through access to the member's personal online account, and complete transfers. Members will be considered Active if they complete at least one litter notification per year. Breeders who are under eighteen (18) years old can obtain a basic membership, but minors must have a parent or legal guardian listed as the responsible party.

**Premium Member** – A Premium Member is a breeder who has already obtained the basic membership and is an Active breeder in good standing with the IPPR. The Premium membership includes a farm listing on the Registered Breeder page, the use of the COI (co-efficient of inbreeding calculator) and hypothetical mating calculator, access to a herd book once it is active, as well as IPPR updates, reminders, and information via email.

**Temporary Member** – A Temporary Member is a member who is getting out of raising Idaho Pasture Pigs and is selling all owned Registered pigs. A Temporary Member will not have access to an online account and will only be permitted to complete the transfer of currently owned Registered pigs. A Temporary Member will not be able to do litter notifications or registrations of any kind. Temporary Membership is only active for 30 days.

## **Section 2. Dues and Fees**

(a) Annual dues of each class of Membership shall be in such amount as established by the Advisory Board and IPPR owners (the “Directors”). Annual dues become due on July 1 of the Membership year, which runs July 1 through June 30. There is a one-month period to renew membership prior to July 1 that will carry over to the next year.

(b) The Advisory Board and Directors may set fees in amounts and for purposes they determine to be in the best interest of the Registry.

## **Section 3. Good Standing**

Members in good standing are defined as a Member who has paid all dues, has no fees in arrears and is not under any investigation for violation of any Rules and Regulations, or the By-Laws of the Idaho Pasture Pig Registry. All members in good standing have equal rights and responsibilities with respect to the Idaho Pasture Pig Registry and shall be bound by its Bylaws, Code of Conduct and Policies and by the actions of its Advisory Board and owners of the IPPR.

All Registered breeders must read and agree to the Bylaws upon their initial entrance into their online account following December 31<sup>st</sup>, 2023 and each year on or after July 1<sup>st</sup> in order to remain Active.

Every Member in good standing shall have the right to attend the open session of any Advisory Board meeting if they so choose. Desire to attend an open session must be submitted to the Registrar prior to the 1<sup>st</sup> of the month preceding that meeting.

## **Section 4. Removal**

(a) Any Premium Member who does not pay dues by July 1st will cease to be a Premium Member, but will maintain the Basic Membership.

(b) The Advisory Board and owners of the IPPR by two-thirds (2/3) affirmative vote, after appropriate notice and hearing, may suspend or revoke membership for any Member for cause, including but not limited to the following: (Procedure listed in Article III, section 4(c) through (e).

(1) Any unauthorized use of the term “Idaho Pasture Pig Registry”;

(2) Any act or conduct that is not in the best interests of IPPR or otherwise harms public confidence in the name "Idaho Pasture Pig Registry," "Registry" or "IPPR" or its Advisory Board or Directors;

(3) Violation of any provision of these Bylaws or any rule, regulation, or policy adopted pursuant to these Bylaws;

(4) Failing to uphold or working to change the stated Breed Standard for the Idaho Pasture Pig Registry in any way; or

(5) Causing harm to another owner or breeder such as, but not limited to: illegitimate complaints filed against member, verbal abuse of another breeder or owner, badgering owner/breeders/potential owners for any reason, unwarranted complaints issued against other breeders, etc. (see Grievance Report & Process Article III, Section 11)

a. three substantiated grievance reports filed against a breeder is an automatic suspension of Premium Membership for that breeder for a one-year period or until complaint/behavior is resolved. A special meeting will be held. If the Advisory Board and Directors find, by a 2/3 vote, that a hearing is warranted, steps will follow with the same procedure as noted in Article III, Section 4(e).

b. three unsubstantiated grievance reports filed by a breeder will result in an automatic suspension of that breeder's Premium Membership for a one-year period without refund of monies paid and a special meeting will be held. If the Advisory Board and Directors find, by a 2/3 vote, that a hearing is warranted, steps will follow with the same procedure as noted in Article III, Section 4(e).

(6) Copyright infringement of any material or herd book information that is the property of the Idaho Pasture Pig Registry.

(7) Directors and Advisory Board reserve the right to decline a membership if a reason is warranted or the individual is not in good standing with the IPPR.

**Procedure for Removal:**

(c) Prior to removal or suspension, the Directors will issue a written notice to the breeder allowing them 30 days to cure or rectify any adverse behavior.

(d) If breeder has not cured or rectified adverse behavior within 30 days, the Premium Membership will be suspended and an additional 30 days will be allotted to the breeder to correct and/or cure adverse behavior. At this time, the individual and their respective farm is deemed to be "not in good standing" with the IPPR until the adverse behavior has been rectified.

(e) If at the end of 60 days, the breeder has not appropriately corrected adverse behavior such as those previously listed, a hearing will be necessary. To the extent a hearing becomes necessary, it shall be conducted by former United States Magistrate Judge David Jones (or, if he is not available, an arbitrator from Resolute Systems who is acceptable to the Parties.) The affected Registry member and the Registry shall each be responsible for paying ½ of Mr. Jones' fees and costs, or another arbitrator if necessary.

Mr. Jones or another arbitrator from Resolute Systems will determine removal from the Registry if appropriate.

(f) Individual Registry Members own the official registration certificates for pigs registered to them with the Registry. The Registry will not deregister those pigs even if the breeder of those pigs is later removed from the Membership of the Registry.

#### **Section 5. Resignation**

Any Member may resign/inactivate their Basic or Premium Membership by filing written resignation with the Registrar. A resignation does not relieve a Member of an obligation to pay dues, assessments, or other charges accrued and unpaid.

#### **Section 6. Transfer of Membership**

Membership in this Registry is not transferable or assignable.

#### **Section 7. Cessation of Property Interest**

To the extent that Members have any property interest in the Registry, all rights, title, and interest, both legal and equitable, of a Member in and to any property of the Registry ceases in the event of any of the following: (1) expulsion or termination of Membership; (2) failure to pay dues owed to the Registry; (3) resignation; or (4) death.

#### **Section 8. List of Members**

Each year, the Registry will maintain a list of its Premium Membership. All Members are responsible for notifying the Registry in writing of any change to their contact information. A membership form will be provided on the IPPR website. A Premium Member must notify the Registry if they do not want their information to appear on the public listing. The Registry will not sell its membership list or provide it to third parties for purposes other than Registry purposes.

#### **Section 9. Regions**

The Idaho Pasture Pig Registry will recognize the following regions for the purpose of having an Advisory Board member to assist and represent Members within those regions. (These regions may change at any time based on a majority vote of the Advisory Board and the Directors.)

Region 1 (Blue): Maryland, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Vermont, New Hampshire, Maine, Pennsylvania, Delaware, Washington DC, Virginia, West Virginia, North Carolina, South Carolina

Region 2 (Red): Ohio, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, Arkansas, Louisiana, Atlantic US Territories

Region 3 (Orange): Iowa, Nebraska, Wisconsin, Michigan, Missouri, Indiana, Illinois, Kansas

Region 4 (Green): Minnesota, North Dakota, South Dakota, Montana, Wyoming, Idaho, Washington, Oregon, Alaska

Region 5 (Yellow): California, Nevada, Utah, Arizona, Hawaii, Colorado, New Mexico, Oklahoma, Texas, Pacific US Territories

**Section 10.** Litigation, Hearings and Disciplinary Procedures.

No Advisory Board member will bring action or suit against the Idaho Pasture Pig Registry while in office. Any IPPR registered breeder, or a non-member who purchases Idaho Pasture Pig Registry registered pigs, attends Registry events, participates in, or files any Registry forms or applications, will be responsible for their own attorney fees if they file action or suit against the Idaho Pasture Pig Registry. In addition, if they are unsuccessful in their attempts, they will reimburse the Idaho Pasture Pig Registry for all attorney fees, court costs and other expenditures used in defense of such suit or action. If a lawsuit is filed against the IPPR, it must take place in Forest County, Wisconsin.

Prior to filing a lawsuit against the IPPR, a Member must file a Grievance Report with the Registrar and the Advisory Board and the Directors will implement a possible resolution within 30 days if feasible. If a resolution satisfactory to the filer is not met, the matter will then be taken to former United States Magistrate Judge David Jones (or, if he is not available, an arbitrator from Resolute Systems). The affected Registry member filing the grievance against the IPPR and the Registry itself shall each be responsible for paying ½ of Mr. Jones' fees and costs (or other arbitrator if necessary).

**Section 11.** Member Discipline (the Grievance Procedure).

Any Member, or any non-member who owns IPPR Registered Idaho Pasture Pigs or Idaho Pasture Pig barrows, who is found to cause harm, slander, or libel towards the IPPR or any other IPPR Member may have their Premium Membership suspended (or not permitted in the future) by a unanimous vote of the Advisory Board and owners of the IPPR at a meeting where a quorum is present. In order to protect the privacy of the Member in question, the vote shall be conducted during a closed-door session with the member having been formally given a 30-day notice, at which point the member has another 30 days to make an appeal to the Advisory Board and owners of the IPPR. If a hearing is warranted after the 60 days, the procedure will follow the same as noted in Article III, Section 4(e).

a. Suspension: all small infractions, the severity of which are determined at the discretion of the Board and the Directors, follow the methods above for discipline. If the vote finds the Member in violation, then they will receive a written warning. Three warnings, no matter the time between, will result in a hearing for removal of Membership perpetuity. Article III, Section 4(e).

b. Removal: all severe infractions, the severity of which are determined at the discretion of the Advisory Board and the Directors, or an accumulation of three written warnings, follow the methods above for discipline. If the vote of the Board and owners of the IPPR finds the Member in violation, then they will have their Premium Membership suspended, and a hearing will be warranted following the guidelines listed in Article III Section 3(c) through (e). If the hearing finds that removal is necessary, the breeder will be barred from ever becoming a Member again or holding any office or position with the Registry. In the event of a removal from the Registry, the breeder will own the actual Official Registration Certificates for pigs registered to them and the Registry will not deregister those pigs, but all information contained on the certificates remains the property of the Registry. In the event of a removal of a Member from the Registry, no additional pigs will be permitted to be Registered in that Member's name.

c. A Member can file a complaint or grievance by submitting a written complaint via mail (Registry address) or email (Registry email address) using the Grievance Procedure found on the Registry website.

#### **Article IV – Advisory Board**

**1. General Powers.** The affairs of the Registry shall be managed by up to five (5) the Advisory Board members and the two (2) owners of the IPPR, Jodi and Dave Cronauer (referred to as the “Directors”).

The Bylaws and “Rules and Regulations” affecting registration of Idaho Pasture Pigs shall be subject to change by the Advisory Board and the Directors. The Advisory Board and Directors shall have the power and authority to make, amend, repeal and enforce such “Rules and Regulations” Bylaws as they may deem expedient concerning the conduct, management and activities of Idaho Pasture Pig Registry, the admission, classification, qualification, suspension and expulsion of members, removal of officers, the rules of regulations governing the procedure of such suspension, expulsion and removal, the fixing and collecting of dues and fees, regulations regarding maintaining the herd book, registration, and other details relating to the general purposes of Idaho Pasture Pig Registry, all, subject to revision or amendment.

#### **2. Qualifications of Advisory Board members.**

In order to be a part of the Advisory Board, a Member must meet the following requirements:

- a. Be an Active Premium Registered breeder (an active registered breeder is a breeder who submits at least one litter notification within the year);
- b. Be in good standing with the Idaho Pasture Pig Registry;
- c. Reside in the region listed in Article III, Section 9 for which they are applying to become the Advisory Board member representative; and
- d. Must support the goal to help preserve and provide education related to the Idaho Pasture Pigs.

**3. Regular Meetings.** A regular meeting of the Advisory Board and the owners of the IPPR shall be held quarterly. The regular meetings may be held in person or via Zoom or Google Meets, which shall constitute presence in person at such meeting.

**4. Special Meetings.** Special meetings of the Advisory Board and the owners of the IPPR may be called by or at the request of the owners, or any member of the Advisory Board. Special meetings can be held in person or via Zoom or Google Meets.

**5. Quorum.** A majority of the Advisory Board members and Directors shall constitute a quorum for the transaction of business at any meeting.

**6. Manner of Acting.** The act of the majority of the Advisory Board members and the Directors present at a meeting shall be the act of the Advisory Board.

**7. Vacancies.** Any vacancy occurring in the Advisory Board will be filled by the affirmative majority vote of the remaining Board members and the Directors. The Advisory Board can choose to increase and decrease the number of Board members provided the number is never fewer than three (3). If a vacancy is created by an increase in the number of Board members, that vacancy will be filled by majority vote of all Advisory Board and Directors qualified to vote.

**8. Compensation.** No Board member shall receive compensation for attending and participating in each regular or special meeting of the Advisory Boards. Advisory Board is not a paid position.

**9. Presumption of Assent.** An Advisory Board member and Director who is present at a meeting in which action on any Registry matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a member who voted in favor of such action.

**10. Conflict of Interest of Board Members in Contracts.** The Advisory Board and the Advisors shall comply with a Conflict of Interest Policy (Article VI).

**11. Action by Directors without Meeting.** Any action required or permitted to be taken at a meeting of the Advisory Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of the members of the Advisory Board and the owners, as the case may be.

**12. Reliance on Reports.** A Board member in the discharge of duty imposed of power conferred on such Board member, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the Registry or another person, that were prepared or presented by officers or employees of the Registry, legal counsel, public accountants, or a committee of the Advisory Board of which the Director is not a member.

**13. Application.** Anyone wishing to apply to serve on the Advisory Board must provide the following information to the Registrar via email.

Application must include:

1. Full name & farm name
2. Length of time raising pigs/length of time raising IPP
3. What you feel you could add/bring to the IPPR
4. How you would benefit the Advisory Board as well as the Idaho Pasture Pig breed
5. Where you see yourself in 3 and 5 years respectively

**14. Removal.** A Board member can be removed for reasons as established in Article III, Section 4. In addition, a Board member can be removed for not attending at least 50% of all Advisory Board meetings within a given year. This removal is subject to a majority vote of the remaining Advisory Board members.

**15. Notice and Waiver of Notice.** Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by mail or email, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## Article V – Officers

**1. Number.** The officers of the Registry shall be a President, Vice-President, a Secretary, and Advisory Board members, and such other officers and assistant officers as may be deemed necessary. Any two (2) or more offices may be held by the same person.

**2. The President.** The President shall be the chief executive officer of the Registry and shall in general supervise and control all business and affairs of the Registry. He or she may agree upon and execute any deeds, mortgages, bonds, contracts, and other obligations in the name of the Registry or assign these powers. In general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Advisory Board. The President shall be one of the owners of the IPPR.

**3. Vice President(s).** In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. In addition, the Vice President shall perform such duties as from time to time may be assigned to him or her by the President, or by the Advisory Board. The Vice President shall be one of the owners of the Registry.

The President or Vice President will serve as Registrar.

**4. Secretary.** The Secretary shall keep the minutes of the Advisory Board meetings and relay them to the rest of the Advisory Board members and the Directors within three (3) days of the end of the meeting. The Secretary shall be an Advisory Board member.

## Article VI – Conflict of Interest

It is the policy of the Idaho Pasture Pig Registry that all Advisory Board members and IPPR registered breeders avoid any conflict between their interests and those of the IPPR. The IPPR expects all Advisory Board members and IPPR registered breeders to support its mission, policies and programs as well as to conduct themselves in an ethical manner. The principles guiding this policy are so that no Advisory Board members or IPPR registered breeders have or appear to have personal interests or relationships that conflict with the best interests of the IPPR.

### **1. Direct examples:**

a. Advisory Board member: No Advisory Board member of the IPPR may be a Director, Advisory Board member, or member of a Board of an opposing Registry, Society, Association, etc. for Idaho Pasture Pigs.

1. Participate in any decisions as part of their duties as an IPPR Advisory Board member if their interest in any company or business might affect such decisions.

2. Participate in any decisions as part of their duties as an Advisory Board member if they alone would stand to gain a financial or any other benefit based upon the outcome of the decision.



b. Registered Breeders: Members may not show or appear to show preference or favor to any suppliers, customers, contractors, or other persons seeking to do or actively doing business with IPPR based on anything other than appropriate business concerns.

1. Registered breeders may not enter pigs of any age or category for another affiliate that is not working in conjunction with the IPPR if there is a potential for conflict of interest.

2. Registered breeders may not be an owner, director, or board member of an opposing entity that registers or certifies Idaho Pasture Pigs.

## **2. Disclosure**

a. All Advisory Board members and IPPR registered breeders must disclose any potential for conflict of interest in writing before engaging in the activity that may cause said conflict, so as to allow the Advisory Board and owners of the IPPR to come to a decision on its potential for issues.

b. Should a potential for conflict of interest happen, Advisory Board members and IPPR registered breeders must make all attempt recuse themselves from the situation and or decision before any further action is taken.

c. Should further action be needed, the Advisory Board will provide the owner/breeder of which the conflict occurred 30 days to submit their appeal.

d. Provided the conflict is unable to be cured or corrected within 30 days, the Member agrees to submit written resignation from the IPPR within 30 days. Article III, Section 5. If member refuses to offer resignation from the IPPR, a hearing will take place following guidelines described in Article III, Section 4(e) paid fully by Member with said conflict.

### **Article VII - Indemnification**

The IPPR shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, employee, or volunteer of the Registry against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Registry; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

### **Article VIII - Miscellaneous Provisions**

**1. Principal Office.** The Registry's principal office will be located at 5711 Karls Lane, Laona, WI 54541

Office Hours: 9am – 5pm (CT) Monday thru Friday

**2. Procedure.** Meetings of the Advisory Board shall be conducted in an orderly procedure as shall be determined by the presiding officer at such meetings. The presiding officer shall make all rulings and decisions on any motion or question to come before such meetings and his/her ruling shall be final and decisive. Robert's Rules of Order shall prevail at all meetings.

**3. Fiscal Year.** The fiscal year (July 1<sup>st</sup> thru June 30<sup>th</sup>) of the Registry shall be determined by the Advisory Board and owners of the IPPR.

**4. Seal.** The owners have authorized a corporate seal.

**5. Relation to Articles.** These Bylaws are subject to, and governed by, the Articles of the Registry.

### **Article IX - Amendments**

These Bylaws may be altered, amended, or repealed, or new Bylaws may be adopted, by the Directors and Advisory Board at any time.