



Organization Handbook

If you're looking for introductory information about Agile Learning Centers, check out our website at agilelearningcenters.org.

About this handbook...

This handbook is primarily intended as an orientation tool for ALC Network Community Members. The goal is to give everyone in the network as much clarity and context as possible, while sharing our structures and practices with the outside world as well. The content will continue changing as we evolve. If you see an opportunity to update or improve part of this handbook, other than the Bylaws, comment with your proposed change. When two ALFs comment in support of your proposal, you're clear to update the document. If you would like to propose a change to the Bylaws, please contact the Board.

Definitions

[Philosophical] Roots

We share a basis in trust--of ourselves, others, and our learning journeys--and four philosophical roots. These are:

- 1) Learning is natural and happening all the time.
- 2) People discover their purpose and passion by making their own decisions. Children are people.
- 3) We learn from what we experience. The medium is the message.
- 4) Growth happens in cycles. Our cycles include exploration, intention, creation, reflection, and *sharing*.

Branches//Principles

Our principles help us translate theory into practice and ideals into action. They include:

- Amplification of Agency
- Agility
- Infinite Play
- Culture Creation
- Visible Feedback
- Facilitation
- Support
- Respect of Time/Space
- Real Relationship
- Share Value
- Make Safe Spaces
- Full-Spectrum Fluency

The ALC Ecosystem...

...is the broad coalition of facilitators, parents, students, resource people, volunteers, along with the the infrastructure, resources, and protocols that support it.

An ALC Member...

...is an organization or individual maintaining active ALC Membership through annual payment of dues and submission of updates to their membership info. Members receive access to the wealth of shared resources and knowledge of the network. They are expected to contribute generously of their resources and knowledge within the ALC Ecosystem, to align ALC branded projects with our Roots & Branches, and to send Slack/GDrive/Email coherence holders contact info for Community members who need access changed.

An ALC Community member...

...is any person in active, supportive relationship with an ALC Member organization, or with the ALC Network organization itself.

An ALF...

...is an ALC Community member practicing facilitation aligned with ALC Roots & Branches. ALFs are also expected to honor basic agreements decided on as a community, such as those to respect each other and respect each other's time.

ALC...

...is an acronym referring to an Agile Learning Center or Agile Learning Community, an education project registered as and recognized by the Agile Learning Centers network. ALCs are expected to stay aligned with our philosophical roots and principles as best they can, including by practicing sharing their communities' learning with other (usually newer) communities. They usually spend a few years as a "start-up" and then "early stage" ALC before they are ready for "full" ALC status.

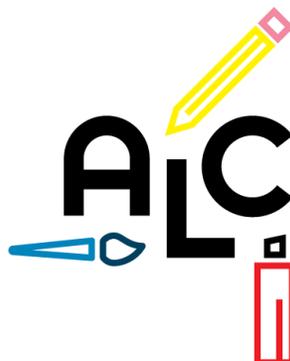
Alternate Use: Sometimes "ALC" is used as shorthand when referring to the Agile Learning Centers Network.

Agile Learning Centers Network (Organization)

"Agile Learning Centers" is a project operating under the legal umbrella of Geronimo Education, a 501c3 non profit corporation. Geronimo Education, DBA: "Agile Learning Centers" is an organization that **supports agile self-organized learning environments. It is the holder of the ALC educational model as applied to early childhood, ages 8-18, and continuing education.** Each project is its own legal entity; their programs do not actually operate through it or its accounts.

Coordinator//Holder...

...is a title acknowledging an individual's role. An individual assumes the role (sometimes called 'CH' for 'coherence holder') by taking on the work of tending the coherence of a community, the flow of a project, the functioning of a work group, the upkeep of a tool//practice.



Agreements and Protocols

ALF

To borrow Ryan's words, there was never going to be just one path to becoming an ALF, or Agile Learning Facilitator. Not if we were truly dedicated to open-source sharing and empowering communities to grow ALCs adapted to their contexts. At our East Harlem flagship, we relate to facilitation as a practice. You set the intention, grow a relationship with a community, practice, reflect, iterate...and then one day you catch yourself facilitating and others relating to you as an ALF.

Many of us are the reasons our projects exist; we're midwives and kin-keepers, pillars and catalysts. The idea for the ALC Network came from ALFs who realized it would be both easier and more fun to have accomplices across projects than to keep working by ourselves. *This resulting web of relationships, this community, is ours to co-create with and care for.*

The main agreements were and are to be respectful of people, mindful of their time, and intentional about how you engage. We are responsible for supporting each other, self-organizing to turn ideas into actions, and holding each other accountable. We practice facilitating from ALC roots/principles, committing to trust-building, caring without controlling, and contributing to a culture of generosity...generally working to show up in our relationships in ways that facilitate well-being and growth. We honoring agreements set within our homebase ALCs and at the network level. Among us, we develop new agreements as we need to, through conversation and consensus.

Proposals for new agreements used to get reviewed in Change-Up meetings and notes were kept on our ALF Community Mastery Board (and likely will once again, someday soon). When we grew across time zones faster than we were anticipating, that process didn't scale with us, and we realized we needed to regroup before designing a new process. Let any Coordinator//Holder know if you want to be part of the Work Group taking on that redesign in 2018. In the meantime, anyone can propose agreement changes by posting an awareness and proposal in the #General channel on Slack.

ALC

An ALC is an agile, self-organizing learning community maintaining active membership to the ALC Network and operating in accordance with our philosophical roots and principles. A community that joins the ALC Network may identify their project as an ALC Start-Up, as the first step towards becoming an ALC, or an Early Stage ALC, in their next season. Usually, a Start-Up is working on existing, an Early Stage ALC is stabilizing, and a full ALC is ready to support other communities. We don't have formal criteria for when projects move into "full" ALC status; organizations self-identify on their membership registration/re-registration forms, and we trust them. There's really no benefit to announcing a project is ready for less help than it actually is, you know? We're taking our first steps in faith.

Beyond asking that projects maintain membership, we ask organizations calling themselves ALCs to do their best to root their project in our philosophy. New (and all) projects are encouraged to ask the community for support as needed, either on Slack or by emailing someone they trust or joining a call. We offer resources, community, and support to nurture each other and to scaffold the growth of new projects. When someone has a concern about an ALC operating in a way that's out of integrity, they first check-in with the community in question and then talk to folks at more established ALCs. These are the early steps of the Conflict Resolution process, which they can then refer to for further steps if needed. The process provides for organizations identifying as ALCs but not operating as such philosophically to have access to support, either in realigning with our principles or discerning that this is not the model for them.

Sometimes ALC is used as shorthand for referring to the Agile Learning Centers Network. The Bylaws governing that organization have their own section of this doc.

Members

When we talk about ALC Members, we are not talking about legal nonprofit members. Rather we are talking about the individuals and organizations that register with us annually, offering a membership fee and info form in exchange for marketing, access to branding, invitations to events and communication platforms, templates, guides, coaching, and the invitations to volunteer with Work Groups to shape the future of this movement. When we were small enough that all new projects were in conversation with other projects (and how-do-we-run-this-network conversations) during the year then gathering together in North Carolina over the summer, our relationships were strong enough to orient each other. Having evolved into a more decentralized, linguistically diverse, and far-flung coalition, we clearly need to re-imagine our onboarding process. Creating this document has been one of several recent efforts to do just that.

There isn't a specific set of agreements listed on the membership sign-up page yet, but the community has a responsibility to flag entities found to be using our name or platform in ways that are counter to our philosophy and mission. In such cases, the conflict resolution process will be

activated, and the Board reserves the right to terminate membership if other resolution attempts fail.

Board

Geronimo, which we usually call Agile Learning Centers or the ALC Network organization, is a nonprofit registered in North Carolina, in the United States. Nonprofit organizations in the United States are required to have certain structures, and one of these is a Board of Directors. Since we are committed to continuing to distribute power and leadership across the ALC Community, agreements for our Board of Directors emphasize service and collaboration over direction and management.

The Board assumes the [legal responsibilities of a nonprofit board](#):

- Duty of Care, tending the well-being of people, platforms, finances, good will, and other assets
- Duty of Obedience, ensuring obedience to applicable laws, the bylaws, and our mission
- Duty of Loyalty, putting the best interests of the organization and furthering of its mission first, particularly when making decisions, reviewing organization activities, and guarding against vulnerability from those with conflicts of interest

Additionally, members of our Board agree to:

- Serve in accordance with our philosophical roots and principles
- At least annually send notes to members about the overall well-being of the organization, including progress towards furthering its mission
- Ensure officers understand and commit to their roles
- Practice in relationship what they would see echoed in our organizational culture
- Give as generously as they can to grow the wealth and well-being of the organization
- Support transparency and the work of Coordinators//Holders
- Ensure the diversity of our leadership reflects the diversity of our community
- Act with compassion and conviction to block decisions that would endanger the organization or put us out of integrity with our mission

Brand

The logos and branding materials we offer are only for the use of members of the ALC Network. Materials and guidelines for use can be accessed through the “Member Resources” Google Drive folder. All images are licensed through the Creative Commons.

Conflicts

If you or someone you know is in immediate danger, please reach out to local authorities.

If you currently feel unsafe in ALC communication channels, please reach out to a Board member.

As is implicit in our philosophy and agreement to respect each other, we stand by the individual rights of all persons to freedom of expression, freedom from discrimination, and consent-based interactions. All

community members are expected to act in ways that honor these rights we share. Claims of harassment or abuse--including but not limited to deliberate intimidation, unwelcome personal attention, endorsing or inciting violence against any persons or groups, and use of language that belittles or dehumanizes others--should be reported to a Board member or to local authorities.

Individuals found to have acted in ways prohibited by our agreements may be removed from ALC. Note that in all instances, and especially in cases of unwanted personal attention, ALC stands for relationships based upon the active ongoing consent of participants.

When there is a challenge or conflict, we follow our Conflict Resolution Process. It looks like the process we use in many of our school communities. First, whoever is having the problem takes some time to process, decide what it is they need to communicate, and then talks directly to the person/s they're having the problem with (if they feel safe and able to do so). If they feel unsafe or in need of support, they should instead reach out to a Board member or local authorities. If the conversation does not resolve the issue, the next step is to ask another ALF for help mediating a conversation with the person/s. Should that fail, the ALF having the problem convenes a Culture Committee.

In ALC settings, a CC is a gathering of community members committed to supporting conflict resolution efforts, transformative justice, and the well-being of the community. Their focus is first to understand the situation. They then move on to support the parties involved in either getting back to good or discerning a need to transition the relationship (this community won't be a fit for everyone, and that's ok). Where participants are geographically close, this usually looks like a group spending some time in a literal circle to talk through the situation; with folks across the network, there is more often an initial group call and then a series of follow-up calls to assess the situation and come up with a plan of action. Follow-up conversations will be a crucial part of most action plans, and are to be arranged by members of the CC tackling the relevant conflict.

Similarly to how we practice honoring the decisions of those who attend meetings we miss, we practice honoring the decisions of those attending to CCs we've missed.

Coordinator//Holder

Individuals in Coordinator//Holder roles are expected to keep the same agreements as ALFs. CHs are to honor the agreements of the ALC communities they are representing, hosted by, and accountable to. Particularly when responsible for a training or other arrangement where their role encourages granting them authority, CHs are expected to be mindful stewards of the space they're holding.

Decisions

The intention under the design of these practices is to empower ALFs to act swiftly and effectively, and to be trusted to make decisions related to the work they do. In addition to trust, we are committed to making our work visible. Visible work allows for transparency and higher levels of understanding throughout our ecosystem. It also provides us the opportunity to reflect on and refine our processes.

Generally, we trust the people doing the work to know best what they need, and we hold for them to be heard (and responded to) when they speak their needs.

When we were small, we practiced holding a monthly Change Up meeting, making choices where the sense of the group was that we were all consenting to try a thing (knowing it could be changed later), and recording those decisions on our [ALF CMB Trello](#). Work Groups and Project Groups also sometimes formed through our Change Up conversations.

We outgrew our ability to regularly host whole-network Change Ups, and the CMB Trello fell out of use. Informally, we've spent the past year using those early documents and decisions as touchstones while working to restart conversations//connection across the network. Currently, folks in conversation--on working groups or in project groups--have been doing their best to make decisions based on our foundational agreements, what they each agree to try (within an iterative mindset), the input of those impacted, and the input of those with relevant experience or expertise. Where those decisions impact the sustainability and reputation of the ALC Network, the Board of Directors has a duty to set parameters to caretake the organization.

Diversity

We know from nature that diverse ecosystems are the most resilient. We also understand that an education organization--dedicated to the growth and betterment of people--fails at its mission from the onset if it fails to honor the basic freedoms and value of all persons. As such, we add to our basic intention of creating a caring, collaborative, and inclusive culture an agreement to proactively work to support diversity and equity in our community.

Keeping this agreement looks like (among other things):

- Identifying and removing barriers to full participation in all aspects of our work
- Keeping program costs and spaces as accessible as possible
- Supporting translation of all ALC materials
- Personally seeking and sharing in our communities learning that raises our awareness, increases our compassion, and build our capacities to accommodate or account for persons of different identities and abilities
- Refusal to tolerate discriminatory behaviour, such as harassment, name-calling, and disparaging jokes, including addressing such behavior from others and working to unlearn normalization of such behaviors we may carry in ourselves
- Including a commitment to diversity in the selection process for who we elect to leadership roles

Finances

ALC members are expected to contribute funds annually to keep the shared resources we use to cohere the network online and updated. Most of our resources are open-source under the Creative

Commons license that asks folks not to use our work for personal profit, to share as we share, and to give attribution where due.

In accordance with our other agreements, we work to both keep our offerings accessible to folks from different economic backgrounds and to ensure employment arrangements we may have are both fair and equitable.

The ALC Network Organization (Geronimo Education Corporation) manages the revenue and expenses of ALC Network-level work/projects. Requests for funds for specific projects or individual compensation should be sent to the relevant Working Group, or to a Board member should no working group exist at the moment.

Personal

All community members are expected to act in ways that honor the individual rights of all persons to freedom of expression, freedom from discrimination, and consent-based interactions. Respect diversity. Communicate in ways that honor our principles of respecting each other and each other's time, striving to be both gentle and clear. Remember that how we show up in our relationships with ourselves, each other, and our communities has power, and stay intentional accordingly.

Under the agreement to respect each other is the expectation that where individuals have a reasonable expectation of privacy they will be asked for consent before being recorded. Since by definition consent is specific, informed, and reversible, they need to know what plans there are for sharing the recordings and they need to be able to withdraw consent.

Stewardship

The web of relationships that makes us the ALC Ecosystem is ours to tend. It will be as supportive and inspiring, as decentralized and inclusive as we make it. Please use shared resources mindfully and contribute to them generously.

Guides

The guide page for new members is available at alf.agilelearningcenters.org/newbie.

[The 2017 version of the Facilitation Guide is here.](#)

The most recent version of the Starter Kit is available at <http://starterkit.agilelearningcenters.org/>.

[The living draft of the Events Guide is here.](#)

Agile Learning Centers // Geronimo

Bylaws

Of Geronimo Education Corporation
EIN 46-1454935

ARTICLE I

Name, Office, and Duration

1. Name. The name of this corporation is Geronimo Education Corporation, and is hereafter referred to as the Corporation, or Organization. DBAs include Agile SOLEs and Agile Learning Centers.
2. Location. The principle place of business shall be located at 6100 Monroe Rd, Charlotte, NC 28212. The corporation may also have offices at such other locations as the Board may from time to time appoint or the purposes of the Corporation may require.
3. Duration. The Corporation shall have perpetual existence.

ARTICLE II

Purpose

!. Purpose. The Corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, 1986, or the corresponding provision of any future federal law. The purpose of Geronimo Education, DBA: "Agile Learning Centers" is to support the operation of Self-Organized Learning Environments. It is the holder of the ALC educational model as applied to early childhood, ages 8-18, and continuing education.

It is a non-profit corporation and shall comply with the legal requirements as such, including no discrimination against any protected classes in its policies, programs, employment, or other activities. Upon dissolution, assets shall not inure to the benefit of any individual and shall be distributed to other exempt organizations.

ARTICLE III

Membership

1. Membership. The Corporation shall have no members.

ARTICLE IV

Board of Directors

1. Election. The Corporation shall designate a Board of Directors who shall initially be appointed by the majority of the incorporators. Upon either unanimous vote by the Board or any Director's completion of

their term of service, death, resignation, or removal as provided by these bylaws, a new Director may be elected by a majority vote of the existing Directors.

2. Number. The initial number of Directors shall be a minimum of three (3) and may be increased or decreased without further amendment of these bylaws. At no time may the number of Directors be less than three.
3. Term of Service. Directors serve a term of a minimum of two (2) and a maximum of five (5) years. Should a Director decide to resign at any point during their term, they must notify the remaining Directors, who in turn have 30 days to call a Special Meeting addressing the resultant Vacancy.
4. Powers. The Board of Directors shall have all corporate authority, except such powers as are otherwise provided in these bylaws and the laws of the state of North Carolina, to conduct the affairs of the Corporation in accordance with these bylaws. The Board of Directors may by general resolution delegate to committees of their own number, or to officers of the Corporation, such powers as they deem appropriate.
5. Meetings. Regular meetings of the Board of Directors shall be held at the place and time designated by the Board of Directors.
6. Special Meetings. Special meetings may be called by the President of the Corporation or a majority of the Board of Directors. Persons authorized to call special meetings shall provide notice of the time and location of such meetings and state the purpose thereof, and no other matter shall be considered by the Board of Directors at such special meetings except upon unanimous vote of all Directors present.
7. Annual Meetings. Directors are to meet at least annually for the purpose of organization, the election of officers, and transaction of other business. The time and location of such meeting shall be noticed in writing.
8. Notice and Waiver. Notice of regular meetings and special meetings need not be in writing. Attendance at any meeting shall be considered waiver of the notice requirement thereof.
9. Quorum. A quorum shall consist of a majority of the Directors. If at any meeting, less than a quorum is present, the majority may adjourn the meeting without further notice to the absent Director(s).
10. Vacancy. Any vacancy occurring in the Board of Directors shall be filled by majority vote of the remaining Directors.
11. Removal. Any Director may be removed by majority vote of the remaining Directors for failure to act in the best interests of the Corporation, or lack of sympathy with the stated purpose of the Corporation.
12. Compensation. Directors shall receive no compensation for their service as Directors.
13. Related persons. There must always be a majority vote of Board of Directors who are non-related (family) and non-paid Directors.

ARTICLE V

Officers of the Board of Directors

1. Designation of Officers of the Board of Directors. The officers of the Corporation shall be the President, Vice President, Secretary, and Treasurer, and they shall have authority to carry out the duties prescribed in these bylaws. The initial officers of the Corporation shall be designated by the incorporators. One person may hold more than one office, except no person may hold the office of President and Secretary.
2. Election and Term. Officers of the Corporation shall be reelected at the annual meeting of the Board of Directors, and shall serve for one year or until their replacements are elected and qualified.
3. Removal. At any regular or special meeting, any officer may be removed by majority vote of the Board of Directors for failure to carry out the duties of the office as prescribed by these bylaws, conduct detrimental to the Corporation, or for lack of sympathy with the stated purpose of the Corporation. Any

officer proposed to be removed is entitled to five (5) business days notice of the meeting at which the removal shall be considered and may address the Board of Directors at such meeting.

4. Compensation. Officers of the Corporation can receive reasonable compensation as fixed by the Board of Directors. The fact that any officer is also a Director shall not preclude receipt of reasonable compensation for services provided under Article V of these bylaws.
5. Vacancy. Vacancies, in any office for any reason, shall be filled by the Board of Directors for the unexpired term of office.
6. Duties of Office.
 - A. President: The President is the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors of any Committees, supervise and regulate the affairs of the Corporation. The President will perform all duties incident to the office of President and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.
 - B. Vice President: The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform any other duties that may be prescribed by the Board of Directors.
 - C. Secretary: The Secretary will keep minutes of all meetings of Members and of the Board of Directors, be the custodian of the corporate records, give all notices as are required by law or by these Bylaws, and generally perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Bylaws, or which may be assigned by the Board of Directors.
 - D. Treasurer: The treasurer will have charge and custody of all funds of this Corporation, and will deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the Corporations' s properties and business transactions, and render reports and accountings to the Directors. The Treasurer will perform all duties incident to the office of Treasurer, and any other duties that may be required by these Bylaws or prescribed by the Board of Directors.

ARTICLE VI

Restrictions on Actions

1. All the assets and earnings of the Corporation shall be used exclusively for its exempt purpose, including the payment of expenses incidental thereto. No part of any net earnings shall inure to the benefit of any employee of the Corporation or be distributed to its Directors, officers, or any private person, except that the Corporation shall be empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purpose set forth in Article II of these bylaws.
2. Notwithstanding any other provision of these bylaws, the Corporation will not carry on any activities not permitted by an organization exempt under **Section 501(c)(3)**, Internal Revenue Code, 1986, or the corresponding provision of any future federal law. The Corporation shall have no capital stock, pay no dividends, distribute no part of its net income or assets to any Directors, Officers, and private property of the subscribers, Directors or Officers shall not be liable for the debts of the Corporation.
3. No substantial part of the Corporation's activity shall be for the carrying on of a campaign of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in any political campaign, will not engage in political campaigns or attempt to influence legislation or interference with any political campaign on behalf or in opposition to any candidate for public office.

4. Changes to the legal structure of the Corporation must be authorized by the Oversight Committee until such a time as the Committee dissolves itself, at which time the Board of Directors assumes the power to change the legal structure of the Corporation through majority votes on amendments.

ARTICLE VII

Contracts, Checks, Deposits and Funds

1. **Contracts.** The Board of Directors may authorize, by general resolution, a Director or Directors, an agent or agents, in addition to persons authorized by these bylaws to enter into any contract on behalf of the Corporation.
2. **Checks, Drafts, and Orders of Payment.** All checks, drafts, notes, or orders of payment or other evidence of indebtedness issued in the name of the Corporation shall be signed by an Officer or Board agent such as the Board of Directors may from time to time designate by general resolution.
3. **Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may designate.
4. **Gifts.** The Directors, collectively or individually, any officer or designated agent may accept gifts, contributions, bequests, or devise of any property on behalf of the Corporation.
5. **Loans.** No Director, Officer or agent shall have the authority, on behalf to the Corporation, to enter into a loan or any other contract of indebtedness except by unanimous vote in a specific resolution of the Board of Directors. The authority designated by this provision shall be limited to a single and specific instance.

ARTICLE VIII

Dissolution

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities and debts of the Corporation, including the costs and expenses of such dissolution, dispose of all the assets of the Corporation exclusively for the exempt purposes of the Corporation or distributed to an organization described in Section 501(c)(3) or 170 (c)(2) of the Internal Revenue Code, 1986 or the corresponding provisions of any future federal law, as shall be selected by the last Board of Directors. None of the assets will be distributed to any officer or director of the Corporation. Any such assets so disposed of shall be disposed of in the manner designated by the state laws of North Carolina.

ARTICLE IX

Statement of Nondiscrimination

Notwithstanding any provision of these bylaws, the Corporation shall not discriminate against any director, officer, employee, applicant, or participant on the basis of sex, race, color, ethnicity, or national origin.

ARTICLE X

Amendments

The Oversight Committee shall have the power to amend, alter, make, and repeal the bylaws of the Corporation by unanimous vote until such time as the Committee dissolves itself. Upon dissolution of the Oversight Committee, the Board of Directors assumes the power to amend, alter, make, and repeal the bylaws by majority vote on amendments.

ARTICLE XI

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE XII

Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from **Geronimo Education Corporation** for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from **Geronimo Education Corporation** for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation directly or indirectly, from **Geronimo Education Corporation** either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE XIII

Statements

Each director, principal officer, and member of a committee with governing board delegated power shall sign a statement when assuming their role affirming that such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands **Geronimo Education Corporation** is tax exempt and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE XIV

Periodic Reviews

To ensure **Geronimo Education Corporation** operates in a manner consistent with tax exempt purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to **Geronimo Education Corporation** written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further tax exempt purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE XV

Use of Outside Experts

When conducting the periodic reviews as provided for in Article XIV or Article VII, **Geronimo Education Corporation** may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE XVI

Oversight Committee

The duty of the Oversight Committee is to maintain the vision and purpose of the Corporation by ensuring that the legal structures continue to support and reflect such purpose. Since the composition of the Board may be subject to swings in population and familiarity with the original intent during the first decades of the Corporation, changes to the legal structure must be enacted by unanimous vote of this Committee for so long as the Committee exists.

The Oversight Committee primarily exists to ensure that the Corporation's open and participatory governance structure does not become abused in a way that diverts the Corporation from its proper mission and purpose. For this reason, the Oversight Committee holds the exclusive power to change the Corporation's legal structure.

1. Number: The Oversight Committee shall have three members. Upon adoption of these Bylaws, the Board shall select by unanimous vote the members of the Oversight Committee
2. Quorum: At least two members shall be required for the Oversight Committee to conduct business.
3. Term: There is no limit to the term a Committee member may serve - members serve until they resign or are terminated.
4. Termination: A member of the Oversight Committee may be terminated for incapacity to serve if they: miss two consecutive Committee meetings, are unresponsive to communications for 30 days, or are deceased or rendered unable to participate in future meetings. Otherwise, a member may only be terminated by a unanimous vote of the other two members of the Oversight Committee and a majority vote of the Board.
5. Replace Oversight Committee Members: Initial members shall be appointed at the time these bylaws are adopted, thereafter, it is a self-perpetuating body. Vacancies shall be filled by unanimous agreement of the remaining members. Terminations shall occur according to Article V, Section B.3.
6. Meetings: Meetings of the Oversight Committee shall be held on an as needed basis, at such times and locations as determined by its members or requested by the Board of Directors. Special meetings may be called by any Committee member. Ten days advance notice which states the purpose of the meeting shall be provided by email to all members.

APPENDIX A:

Conflict of Interest Policy

ARTICLE I

Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (**Geronimo Education Corporation**) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and tax exempt organization.

ARTICLE II

Definitions

1. Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which **Geronimo Education Corporation** has a transaction or arrangement,
 - b. A compensation arrangement with **Geronimo Education Corporation** or with any entity or individual with which **Geronimo Education Corporation** is negotiating a transaction or arrangement.
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which **Geronimo Education Corporation** is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board board or committee decides that a conflict of interest exists.

ARTICLE III

Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with **Geronimo Education Corporation** interested person, they shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board or committee shall determine whether **Geronimo Education Corporation** can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in **Geronimo Education Corporation's** best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. Violation of the Conflict of Interest Policy. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Appendix B:

Racially Nondiscriminatory Policy

Geronimo Education Corporation admits persons of any race, color, national origin, and ethnic origin to all the rights, privileges, and programs generally accorded or made available through its activities. It does not discriminate on the basis of race, color, national origin, and ethnic origin in employment or in administration of its policies, partnerships, or programs.

Functions

Practically, the ALC Network organization's care is in the hands of all who contribute to it. When we run our schools, check-in with each other, share reflections from our ALCs, practice as facilitators, catalyze regions, and organize work groups, we're caring for the network. Since our vision includes distributing vision, strategy, and leadership widely across ALC Community Members, the few organizational structures we set up have been designed in alignment with one of our facilitation principles: aim to provide maximum support while minimizing interference.

The ALC Network organization has a Board of Directors who assume legal responsibility for its caretaking and commit to contributing personally to its enrichment during their term of service. Directors can be nominated for consideration by any ALC Community member; they are elected for

2-5 year terms of service by the current directors. Directors may call on or be called up by the Oversight Committee, a group of first generation folks responsible for keeping our legal structures aligned with our mission and intentions. Directors also review and vote on appointments to our Board of Advisors, which is a non-governing body of individuals offering their insight and expertise to support our work.

Here are examples of domains, projects, and initiatives of the ALC Network...

Early-Year Domains: Starter Kit, Slack, Google Drive, Website Hosting/Building/Upkeep, Support Calls, Organization Bank Account, Board of Advisors, Member Onboarding and Updates, Starter Kit Downloaders (data), Trello

2017-2019 Undertakings: Optimizing website(s), Strategizing more robust blog/transcript platforms, Strategizing responsible support of international growth, Improving member onboarding, Strengthening ALF Community, Tending Local Catalysts//Culture-Shapers, Starting Monthly Member Newsletters, Increasing Transparency, Organizing Documentation, Updating Legal and Public Documents, Planning Summer Offerings, Reimagining Board, Convening Board of Advisors to call in even more brilliance, Shoring Up Finances

Likely long-term Operations: Gather data to communicate our impact, Raise and collect funds that more than cover our basic expenses, Tend and offer coaches and consultants, Coordinating and making accessible regular ALF/ALC trainings and gatherings, Provides startup courses (not unlike Aero), Set up established ALCs to be able to host rising ALFs for training seasons, Creating and maintaining an accessible toolkit, Own land/buildings, Provides scholarship funding to make our membership more accessible

Board

The current board consists of founding parent Mercer Carlin (mercer@alc.network), founder/facilitator Tomis Parker (tomis@alc.network), and ALC-NYC director Abby Oulton (abby@alc.network).

Board of Advisors

In 2018, the Board of Directors elected to build a Board of Advisors. Advisors are people doing cool stuff relevant/connected to/complementing our work. They agree to share perspective, connections, and experience they have that will help us carry out our mission.

Any member of the ALC Community can nominate someone for invitation to the Board of Advisors. Invitations are issued to nominees approved by a majority vote of the Board of Directors.

Coordinators//Holders

We don't have a full list of CHs presently. Here are a few we do have:

- Dan Ports (danports@gmail.com) is interim CH for the website.
- Mercer Carlin (mercerc@alc.network) is CH for Network coordination.
- Tomis Parker (tomis@alc.network) is CH for Network finances and the Starter Kit.
- Mel Compo (mel@nycagile.org) is CH for the Facilitation Guide.
- Alex Aldarondo (alexaldarondo@gmail.com), Rebecka Koritz (rebecka.koritz@gmail.com), and Rubén Alvarado (rubenalvarado89@gmail.com) are CH for the Latinamerican Region and Spanish Resources.
- Abby Oulton (abby@alc.network) is CH for Network admin, member support, calls, and Slack.

Work Groups

We don't currently have official active work groups. Some informal ones seem to be emerging...In the meantime, here are our 2016 notes on Work Groups (WGs), in case you feel inspired:

The majority of the network-level work done by the ALF Community happens through working groups. Working groups are organized to handle particular domains of work; within those domains may exist a wide range of work and smaller projects. Example: the Startups WG exists to support new ALC Startups, primarily through the ALC Membership model.

Working groups are created through the Network Business Call. Any member of the ALF Community can propose the formation of a new working group. Each working group must have at least two Recognized ALFs as active members. Working groups should provide regular report-backs and updates to the Network Business WG. If a WG becomes stagnant or their work oversteps their stated intent, the Network Business WG may choose to disband it. New WG's must propose and maintain a charter with the following information clearly outlined on a card, hosted on the [ALC WORKS!](#) Trello board:

- **Description**
 - One sentence about what the working group does
- **Group Info**
 - How to communicate with this group (group email, slack channel, etc.)
 - Coherence Holder(s)
 - List of members
 - Website (if there is one)
 - Trello Board or any other project management tools associated with the WG
 - Meeting time and location
- **Membership**
 - How to join this WG and how new members are approved
- **Scope of work**
 - Bulleted list that outlines the details of what this group will do
 - Be as specific as possible, add to it as needed, and inform the Network Call when the charter details change

Single-scope project work may be organized into Project Teams. Whereas Working Groups handle a domain of work, a Project Team (PT) may be organized for one specific project.

Project Teams are created through the Network Call. Any member of the ALF Community can propose the formation of a new Project Team. Each Project Team must have at least one Recognized ALF as an active member. PTs should provide regular report-backs and updates to the Network Call. If a PT becomes stagnant or their work oversteps their stated intent, the Network Call may choose to disband it. A new Project Team must outline the following information about its work on a card, hosted on the [ALC WORKS!](#) Trello board.

- **Outcome Description**
 - One sentence about the outcome of this Project
- **Group Info**
 - How to communicate with this group
 - Project Manager (see definition of [“Coherence Holder”](#))
 - Any other pertinent info
- **Membership**
 - How to join the PT and how new members are approved
- **Scope of Work**
 - Whatever additional details that can be provided about this project

