



Autonomous Solidarity Organization

Bylaws of Autonomous Solidarity Organization, Inc.

Duly ADOPTED and RATIFIED into Force by General Assembly on May 17th, 2011

Most Recent Amendments Duly RATIFIED into Force by General Assembly on: August 29th, 2012

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- I. **Mission**: The Autonomous Solidarity Organization works primarily within our communities to promote all forms of civic engagement and awareness, work towards economic, environmental and social justice, and engage in charitable work in order to build and empower individuals.
- II. **Membership**:
 - A. ***Membership Status.***
 - i. Active Membership in the Autonomous Solidarity Organization (hereinafter "ASO") requires attendance and participation in three (3) consecutive General Assembly meetings (hereinafter "GAs") as well as the recommendation of two (2) Active Members.
 - ii. Inactive Membership in the ASO is the result of a lapse in active membership. Such a lapse can be requested with seven (7) days of written notice to the Leadership Developer of the ASO. Absence from three (3) consecutive GAs shall also result in a lapse
 - iii. Active Membership in the ASO can be restored with seven (7) days of written notice of the Leadership Developer or a simple majority vote of the first GA attended upon an Inactive Member's return.
 - B. ***Rights of Active Members.*** Active Members have the right to:
 - i. speak and vote at GAs
 - ii. count toward Quorum for GAs
 - iii. nominate individuals as prospective members of the ASO
 - iv. serve as a voting member on Standing or Temporary Working Groups

- v. work with Active and Inactive Members to create and execute ASO operations
- vi. nominate Active Members to serve on the Board of Directors of ASO (hereinafter "Board")
- vii. be nominated to serve on the Board
- viii. request that the Board allocate resources for an action in furtherance of ASO's exempt purposes

C. ***Rights of Inactive Members.*** Inactive Members have the right to:

- i. attend GAs a non-voting individual
- ii. speak at GAs
- iii. serve as a voting member on Standing or Temporary Working Groups
- iv. work with Active and Inactive Members to create & execute ASO operations
- v. request that the Board allocate resources for an action in furtherance of ASO's exempt purposes

D. ***Rights of Non-members.*** Non-members have the right to:

- i. attend GAs as non-voting observers
- ii. speak at GAs if time is yielded by an Active Member
- iii. be made aware of upcoming meetings as much as possible
- iv. be provided with a copy of the meeting agenda when present
- v. serve as non-voting members of Standing or Temporary Working Groups
- vi. request that the Board allocate resources for an action in furtherance of ASO's exempt purposes

III. **No Dues:**

A. Membership in the ASO is voluntary and subject solely to the conditions set forth in these Bylaws. No dues, financial or in-kind contribution, or time contribution not stated here shall be assessed or imposed on any Member. Inactive Member status shall only be conferred as described in that Section.

IV. **Board of Directors:** The Board of the ASO is empowered to make decisions regarding the direction and operation of the organization not withheld for other persons or bodies in this document. The Board does not have the authority to change the Bylaws of the ASO, but may present recommendations to the General Assembly (hereinafter "GA").

A. ***Collective powers and duties.***

- i. The Board shall be ultimately responsible for the maintenance of the ASO and the management of its resources.
- ii. The Board shall submit to the GA responsible, timely and necessary changes to the Policy Platform as needed.
- iii. The Board may not override the General Assembly of the ASO.

B. ***Members.*** The Board of the ASO shall consist of the following Offices, each Office with the duties specified thereunder. Each Member of the Board (hereinafter "Director") shall be vested with the power to delegate the tasks required of their office. Ultimate responsibility of these tasks rests with the Director to which they were assigned.

- i. President: The president of the ASO shall:
 1. serve as Chair of GAs
 2. set the date, time, location and agenda of GAs, at least one such GAs to be held per month
 3. serve as a conduit for anonymous correspondence between the Executive Board and the General Assembly
 4. handle violations of the ASO Code of Conduct in accordance with chapter XX of Robert's Rules of Order unless personal conflict of interest forces their recusal
 5. represent the ASO in external matters
 6. provide training on meeting facilitation
 7. nominate, in collaboration with the Vice President and subject to ratification by the GA, Active Members to serve in all Board positions other than President, Vice president, Treasurer or Secretary
- ii. Chair/Vice President: The Vice President (hereinafter "VP") shall:
 1. serve as Chair of Board meetings
 2. set the date, time and location of Board meetings, at least one such meeting to be held per month
 3. ensure members fulfill duties assigned to them and constructively address failure to fulfill such duties
 4. fulfill all duties of the President if the President is incapacitated, absent or otherwise unable to perform their duties
 5. provide training and opportunity for members to develop skills in Robert's Rules and the construction of bylaws
 6. nominate, in collaboration with the President and subject to ratification by the GA, Active Members to serve in all Board positions other than President, Vice president, Treasurer or Secretary
- iii. Secretary: The Secretary of the ASO shall:
 1. make arrangements for all elections and secret ballot votes
 2. take minutes for Board and GA meetings
 3. publicly post minutes of Board and GA meetings within seventy-two (72) hours of the meeting unless otherwise stated in the Bylaws
 4. maintain records on ASO positions, decisions and documents, as well as all subcommittees and Temporary or Standing Working Groups created by the ASO
 5. provide copies of all proposed amendments, motions, and bills to Active Members, including the other Director, prior to the Board or GA meeting to which said pertain
 6. provide training in minute taking and dissemination
 7. ensure compliance with Wisconsin open meetings law, as well as Wisconsin nonprofit corporation meeting unmodified by these Bylaws.

- iv. Treasurer: The Treasurer of the ASO shall:
 1. manage the funds and financial accounts of the ASO
 2. keep track of and submit any and all required financial paperwork necessary for the operation of the ASO
 3. complete all legal requirements of the position according to the stipulations the ASO's State and Federal tax status
 4. provide for training in non-profit financial management, fundraising, and grant writing for members of the ASO
 5. fundraise and apply for grants to fulfill the mission and further the exempt purposes of the ASO
- v. Field Director: The Field Director (hereinafter "FD") of the ASO shall:
 1. chair Action Council meetings
 2. facilitate the execution of any and all actions and program services the ASO is involved in to fulfill the mission further the exempt purposes of the ASO
 3. work in conjunction with the Communications Director to ensure adequate recruitment of members and non-members for ASO actions and goals, as well as to draft press releases and other public statements regarding the actions of the ASO
 4. assist members in identifying, developing and executing potential actions and projects
 5. provide training on field strategy and related skills to members of the ASO
- vi. ~~Commerce-Fundraising~~ Director: The ~~Fundraising Director~~ of the ASO shall:
 1. maintain the merchandise inventory of the ASO
 2. provide for the sale of the ASO merchandise for fundraising purposes
 3. ensure all ASO commerce activities aligns with principles of Commerce with Morality
 4. work in conjunction with the Communications Director to develop new merchandise concepts
 5. provides training in merchandizing skills and information about Commerce with Morality
- vii. Communications Director ~~(Com-D)~~: The Communications Director ~~Com~~ (hereinafter CD) of the ASO shall:
 1. produce final drafts of all non-governing documents of the ASO
 2. work in conjunction with the FD to ensure adequate recruitment of members and non-members for ASO actions and goals
 3. work in conjunction with the ~~Commerce-Fundraising~~ Director to develop new merchandise concepts
 4. maintain a list of media contacts for the ASO
 5. maintain the ASO website, newsletter and all social media venues

6. provides training opportunities for members to develop mass communications skills
7. coordinate messaging for ASO
- viii. Leadership Developer – The Leadership Developer (hereinafter "L-DER") shall:
 1. track and facilitate volunteer & member progression
 2. coordinate trainings with the Board
 3. welcome new members at meetings
 4. maintain private contact information and public record of membership roles

C. Elections.

- i. The President, VP, Treasurer and Secretary of the ASO shall be elected for one (1) year terms, with elections held the first week of August each year.
- ii. Nominees for each position shall be submitted to the Secretary in writing by July 1st of each year. Persons nominated for multiple positions must clarify which office they are seeking before voting is initiated. The incumbent Director shall automatically appear on the ballot unless they request otherwise prior to August 1st.
- iii. The Active Members shall have seven (7) days to vote via electronic secret ballot for nominated members using instant run-off voting. The nominee with the majority of submitted ballots from Active Members shall hold the position for the next year. New Board members shall assume their positions on the September 1st following the election.

D. Special Elections. In the event that one or more the offices of President, Vice President, Secretary or Treasurer become vacant, the Board shall call a Special Election to fill the vacancy. Nominees for each position shall be submitted to the Secretary in writing within seven (7) days after the announcement of the Special Election. The Special Election must occur at a meeting of the GA and take place no less than thirty (30) days and no more than sixty (60) days after its announcement. Elected parties shall serve the remainder of the vacated term and may stand for reelection.

- i. This provision does not apply to appointed positions. Appointed positions shall be governed by Paragraph E of this Section regardless of how vacated.
- ii. In the event of resignation, inability to serve, or removal of the entire Board, Active Members may elect a Secretary by floor nomination and vote at General Assembly, such a Secretary to then proceed with Special Elections as specified above.

E. Director appointments. Members of the Board other than President, Vice President, Secretary, and Treasurer shall be filled via joint nomination by the President and Vice President and ratified by a majority vote of the GA. Any Active Members may be nominated to these positions, provided they do not already hold a Board Office. Appointments shall last no longer than one (1) year. Individuals may be appointed for any number of terms, subject to ratification by the GA each term. Individuals may not

hold more than one Board Office at a time.

- F. **Meetings.** The Board shall meet either in person or electronically at minimum one (1) time per month to discuss the operations of the ASO. Quorum at such meetings shall consist of a majority of Directors in office immediately before a meeting begins.
- i. Regular meetings of the Board may be held with 3 days' notice to the Members, such notice to be distributed by organizational email and/or electronic calendar and posted at any physical office maintained by ASO.
 - ii. Special meetings of the Board may be held with 12 hours' notice to the Directors of the time and place of the meeting. Special meetings may, but need not, make any accommodation for non-Directors to attend.
 - iii. Notice of Regular meetings shall state a general agenda to be discussed. Special meetings may, but need not, state an agenda or purpose.
 - iv. Regular or Special meetings may go into closed session to confer with legal counsel. Such an item shall be noticed as the above and shall not contain detail. Whether or not such conference is posted in the agenda, the Chair of the meeting of the Board may call a recess of any non-Directors to facilitate such conference if it becomes necessary or advisable.
 - v. "Electronically" in this section shall mean any electronic means reasonably capable of simultaneous communication.
 - vi. The Board may act without meeting pursuant to Wisconsin Statutes §181.0821.

G. **Removal from office.**

- i. Violations of the ASO Policy Platform shall be grounds for removal from office.
- ii. Removal shall require a Vote of No Confidence by the GA.
 1. Votes of No Confidence may be initiated against all elected and appointed Directors.
 2. A Vote of No Confidence shall be initiated by the Secretary upon the receipt of an affidavit clearly stating grievances and signed by at least five percent (5%) of Active Members.
 3. The Secretary shall immediately forward the affidavit to the Director to whom it pertains and inform the GA of the impending Vote of No Confidence.
 4. The Vote of No Confidence shall be held twenty-one (21) days after said submission unless the grievance is addressed and the affidavit withdrawn, in which case the Secretary shall duly notify the GA.

V. **General Assembly:**

- A. **Quorum.** Quorum of a meeting of the GA shall consist of two-thirds (2/3) or more of Active Members including any Director present.
- B. **Duties.** The GA shall serve as a check on the power and authority of the Board. The GA has the sole authority to approve changes to these Bylaws. A full two-thirds (2/3) majority of two (2) consecutive GAs shall be necessary to approve any changes to these

Bylaws. The GA has the authority to remove a Director, to form Temporary or Standing Working Groups and to ratify modifications to the Policy Platform. All decisions of the GA shall be made by simple majority vote unless otherwise noted in the Bylaws and are final.

- C. **Notice.** Notice of a meeting of GA shall be posted no later than seventy-two (72) hours prior to the announced start time of such GA, with ideal notice of one (1) week. A notice of a meeting of GA may, but need not, contain an agenda to be discussed.

VI. **Policy Platform**

- A. The Board shall create a Policy Platform describing the official positions of the organization. The Policy Platform shall be a set of guiding principles and values that members are encouraged to act upon autonomously as representatives of the ASO without needing to seek prior approval.
- B. The Policy Platform shall only be amended by a full two-thirds (2/3) majority vote of the GA. Any proposed amendment(s) shall be presented by a Director in writing to the GA and shall not be put to a vote until the following meeting of the GA. The Secretary shall be responsible making sure all members receive a copy of the proposed amendment(s) prior to said meeting.
- C. The Board is charged with upholding the Policy Platform and is prohibited from taking any actions in their official capacities that would directly contradict the platform.

VII. **Working Groups:**

- A. ***Standing Working Groups.*** Standing Working Groups may be created by a two-thirds (2/3) majority vote of the GA and shall exist until dissolved by a two-thirds (2/3) majority vote of two (2) consecutive GAs. Active Members and Inactive Members present at the inaugural meeting of a Standing Working Group shall select a Facilitator and determine the rules of operation and membership requirements for their Standing Working Group. Standing Working Groups may utilize any resources, whether self-aggregated or granted by the Board, autonomously in accordance with the Policy Platform for ASO's exempt purposes. The Standing Working Group's Facilitator shall serve for a term of no more than one (1) year and shall be responsible for reporting the Standing Working Group's actions and use of resources to the GA and the Board of the ASO at least once during every full month during which the Standing Working Group is in existence. Standing Working Groups may request resources from the Board to pursue ASO's exempt purposes.
 - i. ***Recognized Standing Working Groups.*** The following Working groups shall be considered Standing Working Groups until they are dissolved by the GA:
 - 1. **The People's Bratfest Standing Working Group:** The People's Bratfest Standing Working Group (hereinafter "PBF Committee") shall be charged with planning and operating the People's Bratfest (hereinafter "PBF").
 - 2. **Action Council:** The Action Council (hereinafter "AC") shall be charged with generating and developing ideas for new actions to further the

exempt purposes of the ASO. It shall be Chaired by the Field Director. The AC may create Temporary Working Groups. The AC may allocate its own resources, as granted by the Board, to Temporary Working Groups as it sees fit to pursue ASO's exempt purposes. Use of all resources allocated to the AC by the Board for ASO's exempt purposes shall remain the responsibility of the Field Director, who must ensure that all resources are used for exempt purposes.

- B. **Temporary Working Groups.** Temporary Working Groups may be created by a simple majority vote of a GA, from ad-hoc meetings of Active Members, Inactive Members and Non-members, or by the AC. Temporary Working Groups shall exist until their assigned task is complete or until they are dissolved by a simple majority vote of the AC, the GA, or the Board. Active Members and Inactive Members present at the inaugural meeting of a Temporary Working Group shall select a Facilitator and determine the rules of operation and membership requirements for their Temporary Working Group. Voting members of the Working group may consist only of Active Members and Inactive Members; Non-members may not be voting members of a Temporary Working Group. The Temporary Working Group's Facilitator shall serve until the Temporary Working Group's task is complete or a maximum of one (1) year, whichever is shorter. The Facilitator shall be responsible for reporting the Temporary Working Group's actions and use of resources to the GA and the Board of the ASO at least once during every full month during which the Temporary Working Group is in existence. Actions of all Temporary Working Groups must be approved by the Board or the Action Council prior to being carried out and must further the exempt purposes of the ASO. Temporary Working Groups must not use ASO resources for non-exempt purposes.
- C. **Ad-Hoc Meetings.** Members of the ASO are encouraged to have ad-hoc meetings to discuss new ideas about how to fulfill the mission and exempt purposes of the ASO. Ad-hoc meetings are authorized to establish Temporary Working Groups and must inform the Secretary of the have the results of their meeting within seven (7) days of said meeting. The Secretary shall forward this to the GA in the interest of involving them in the newly generated action or operation. If another meeting ensues, it shall be considered the inaugural meeting of Temporary Working Group and shall follow the procedures outlined in section B.

VIII. **Political Activity Prohibited:**

- A. All members of the Autonomous Solidarity Organization (ASO), including but not limited to Directors and Officers, are prohibited from utilizing any ASO resources of any kind to run, participate in, or intervene in any campaign for public office on behalf or in opposition to any candidate. Such activities shall never be authorized and constitute misconduct.
- B. The prohibition of paragraph A of this section is to be read broadly and includes endorsements, attacks, contributions, coordination, and all other direct and indirect actions of support or opposition to political candidates.

- C. The prohibition of paragraph A of this section does not include non-political issue advocacy, civic education and mobilization activities such as voter registration conducted in a non-partisan manner, or insubstantial or 501(h) election lobbying, such standard as may be in effect at the time, authorized by the ASO Board.
- D. The prohibition of paragraph A applies solely to ASO as an organization and members acting in official ASO capacity or with the assistance of ASO resources. It is not to be read as in any way infringing the rights of ASO members to engage in political speech on their own time.

IX. **Compensation of Positions; Reimbursements:**

- A. All Director, Officer and any and all other temporary or permanent positions with the Autonomous Solidarity Organization shall be considered volunteer in nature. No wage, allowance, stipend or other compensation of any kind shall be paid by or on behalf of the ASO in connection with any of the above positions. This paragraph does not prohibit reimbursement of documented expenses as defined under paragraph C of this section.
- B. The prohibition of paragraph A of this subsection shall extend to all members or other individuals who conduct merchandise sales on behalf of the ASO. All sales and tabling activity, including but not limited to any large, regular event such as at The People's Bratfest, shall be exclusively volunteer in nature.
- C. Reimbursement for reasonable expenses incurred by Directors, Officers or Active Members on behalf of the ASO shall, subject to the restrictions of this paragraph, be at the sole discretion of the Treasurer for any amount up to \$500.00. All reimbursements must be accompanied by reasonable documentation and submitted within thirty (30) days of the date which they were incurred. In all paid reimbursements, the Treasurer shall be responsible for recording the documentation and disbursement of funds in the permanent financial books and records of the ASO. Any reimbursement that exceeds \$500.00 or which is to the benefit of the Treasurer or any Related Party of the Treasurer shall not be paid unless approved by majority vote of the Board of the ASO at a duly constituted and recorded meeting of said Board.
- D. Expenses incurred by Members of the ASO for political activity, personal benefit of any kind, fines, judgments, penalties, restitution or any other unauthorized, unrelated, illegal or improper purpose are ineligible for reimbursement and shall be automatically denied.
- E. Notwithstanding any other provision of this paragraph, Inactive Members may not claim reimbursement. All such claims shall be automatically denied.
- F. Nothing in this section shall be read to prohibit the retention and compensation of non-member independent contractors or professional services by the ASO.

X. **Conflict of Interest**

- A. ***Written Policy.*** This section contains the entirety of the Conflict of Interest Policy of the Autonomous Solidarity Organization (ASO). To the extent any informal or oral understanding contradicts the purpose of this section, such understanding is expressly superseded.
- B. ***Purpose.*** The purpose of this Conflict of Interest Policy is to protect the ASO's interest

when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a member, officer or director of ASO or might result in a possible excess benefit transaction. This policy supplements but does not replace any applicable state or federal law.

C. Definitions.

- i. "Interested Person" shall mean any director, principal officer or member of a Working group with delegated powers, who has a direct or indirect financial interest as defined below.
- ii. "Related Party" shall mean any biological or legally related family member, business associate or partner, romantic partner, roommate or fellow member in an organization other than ASO.
- iii. "Compensation" shall mean direct and indirect remuneration of any kind as well as gifts or favors that are not insubstantial.
- iv. "Financial interest" shall mean a direct or indirect interest, personally or by a Related Party, in any entity with which the ASO has a transaction or arrangement, a compensation arrangement with any entity or individual with which the ASO has a transaction or agreement, or a potential ownership, investment or compensation interest with any entity or individual that the ASO is negotiating a transaction or arrangement with.

- D. Affirmative Duty to Disclose.** In connection with any actual or possible conflict of interest involving themselves or a Related Party, 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 Working groups with delegated powers considering the proposed transaction or agreement.
- E. Determination of Conflict of Interest.** After the disclosure of the financial interest and all material facts, including if necessary discussion with the Interested Person, the Interested Person shall leave the Board or Working group meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or Working group members shall decide if a conflict of interest exists.
- F. Automatic Recusal.** Should a conflict of interest be stipulated by the Interested Person or determined to exist by the remaining board or Working group members, the Interested Person may make a presentation at the board or Working group meeting, but after the presentation shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the conflict of interest.
- G. Investigation of Alternatives; Determinations.** The chairperson of the governing board or Working group shall, if appropriate, appoint a disinterested person or Working group to investigate alternatives to the proposed transaction or arrangement. If such investigation is impractical or it is determined that the proposed transaction is the most advantageous available, the governing board or Working group shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in

the ASO's best interest, for the ASO's own benefit, and whether it is fair and reasonable. On such a favorable determination, the board or Working group may proceed to a vote by the disinterested members on the substance of the proposed transaction or arrangement.

- H. **Reimbursements; Improper Proposals.** Any member of the ASO who is seeking reimbursement to the benefit of themselves or a Related Party shall be subject to paragraph F of this section. No member of ASO shall, in any ASO body including General Assembly, introduce a non-reimbursement proposal to the benefit of a Financial Interest of themselves or a Related Party.
- I. **Violations.** If the governing board or Working group 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 making any other investigation it sees fit, the board or Working group determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- J. **Records.** The minutes of the governing board and all Working groups with delegated powers shall contain all proceedings under this section in detail, including the names and remarks of those persons who disclosed or were otherwise found to have a Financial Interest in connection with an actual or possible conflict of interest, and the names and remarks of all persons present for discussions and votes relating to the transaction or arrangement.
- K. **Written Acknowledgment.** Each Director, Officer and member of a Working group with delegated powers shall annually sign a statement which affirms such person has received a copy of the conflicts of interest policy, has read and understands the policy, has agreed to comply with the policy and understands that the ASO is charitable and must engage primarily in activities that accomplish one or more of its permissible exempt purposes.
- XI. **Amending the Bylaws:** The Bylaws of the ASO may only be amended by a full two-thirds (2/3) majority vote of two (2) consecutive GAs. Any amendments must be presented in writing at a meeting of the GA and cannot be put to an initial vote until the following meeting of the GA convenes. The Secretary shall be responsible making sure all members receive a copy of the proposed amendments within a reasonable period of time prior to the meeting.
- XII. **Hugs:** In order to maintain a professional and respectful environment during GAs, each meeting shall, at a minimum, include one mass-hug between all members present both before and after all business is conducted.
 - A. In cases of extreme tension during GA, a mass hug may be ordered at the President's discretion.
 - B. A mass-hug shall be defined as an attempt on the part of all present to embrace in a safe and respectful manner, consistent with their own level of comfort, all others present.