1 Introduction

Ruby Central has run RubyConf (and later RailsConf) since 2002. Ruby Together has funded development work on Bundler and RubyGems since 2015. Ruby community members are frequently confused by the distinction between Ruby Central and Ruby Together, especially since Ruby Central pays for RubyGems.org's AWS bill while Ruby Together pays for RubyGems.org's developer salaries.

To reduce confusion, increase effectiveness, and reduce duplicated overhead, Ruby Central and Ruby Together intend to merge into one entity. Ruby Together's 501(c)(6) corporation will dissolve, and Ruby Central will absorb Ruby Together's programs. Ruby Central will retain its name and 501(c)(3) status.

2 Goals

1. Combine Ruby Central and Ruby Together into one entity, where Ruby Together will be dissolved and be subsumed under Ruby Central
2. Create combined board of 7 directors, a conference committee, a scholarship committee, and an open source committee
3. Establish process & responsibilities for board & committees
4. Transition existing staff and contractors and responsibilities to the combined entity and carry out programs that will be modified depending on yearly budgets, capacity and ever-changing needs of Ruby Central
5. Continue to support the US and international Ruby community in a sustainable way for years to come

3 Merge plan

3.1 Legal Entity

Ruby Central will keep its current legal entity. This will not disrupt our current contracts for our conferences, bank accounts, accounting, health insurance, and payroll. Though there was some discussion on potential future names that is tabled

for now. Once the two organizations have been combined we can review vision and mission. A potential change to name or brand can be explored after that point.

3.2 Boards' approval

The Board on both Ruby Together and Ruby Central's sides have agreed to the merge. Ruby Central will be the surviving entity and Ruby Together will be the dissolving entity.

Ruby Central agrees to carry out the main mission of Ruby Together's work, which is to continue to fund open source development work. However, Ruby Central reserves the right to revise the program as needed and based on budget constraints.

3.3 Documents and Due Diligence

Ruby Central has copies of financials of Ruby Together. Ruby Together has also received access to Ruby Central's financial records. Ruby Together has applied for and secured a PPP loan of $30,727.00. André Arko, who applied for the PPP loan, will also apply for forgiveness. Should the loan not be forgiven, Ruby Central will repay the loan.

Ruby Central has also received access to contracts that Ruby Together has. The following documents that Ruby Central has access to from Ruby Together's side include:

1) The Bank of America PPP Loan
2) Luis Sagastume Freelance Contract at $150/hour
3) Allocation of Rights in Intellectual Property Contract between Ruby Together and TideLift
4) Teaming Agreement between Ruby Together and Tidelift

3.4 Establish a combined board of directors

We will have a board of 7 that is interested in governing the non-profit overall. It's important to keep the board at a reasonable size and going above 7 feels too large to be effective.

The main board of directors would be responsible for the primary non-profit governance work, like the corporate bylaws, overseeing the work of the executive director, setting strategic direction, and whether to start, continue, or terminate fundraising and programming efforts. Each committee will be responsible for overseeing a more focused and specific work area, and may include both directors and non-directors.

3.4.1 Board Composition

Board of directors:
- Allison McMillan
- Evan Phoenix
- Marty Haught
- Megan Tiu
- Penelope Phippen
- Adarsh Pandit
- Jonan Scheffler

Conference committee:
- Communications and Events Manager (Staff)
- Barrett Clark
- Valerie Woolard
- Allison McMillan (Director)
- Evan Phoenix (Director)
- Marty Haught (Director)
- Megan Tiu (Director)
- Penelope Phippen (Director)

Open source committee:
- André Arko
- Coraline Ada Ehmke

Scholarship committee:
- Megan Tiu (Director)
- Sponsorship Relations Manager (Staff)
- John Sawyers

- Kinsey Durham Grace

That gives exactly 7 on the board, some non-board committee coverage, and leaves room for interested board members to potentially also join one of the committees if they are interested.

3.4.2 Annual rotation

Directors and committee members will rotate yearly, following a plan that will be determined by the combined directors. We suspect that after a year we'll better know how the combined groups operate and we can adjust how to move forward.

4 Committees

Each committee must appoint one member as their representative to the board. That person will be responsible for delivering reports from that committee to the board. The board representative can be any person on the committee, and does not need to be a board member.

4.1 Conference committee

The conference committee, which will also include staff, oversees and organizes RubyConf and RailsConf. This committee will guide and make decisions on how our events are run. The chair of this committee will provide monthly reports to the board.

The committee and staff will work together to revise tasks as needed. Decisions made by this committee do not need any further board involvement though the board can make changes to this committee as it sees fit.

Budget

The conference committee will propose a conference budget, as part of the annual budget reviewed and approved by the board. Once the overall budget is approved, the conference committee can then manage the budget for each conference as it sees fit.

Location and venue selection

RC needs to select our future conference location, venue and dates at least 18 months in advance. The staff does all the prep and presents the options to this committee. The committee would discuss and vote on which option we'll go with.

Program

The committee will select the two program chairs for each conference, typically a year in advance. The rest of the program management is handled by the two chairs though there may be times when larger decisions around the program will need to be reviewed by the committee. This is rare as the purpose of the chairs is to handle the day-to-day responsibilities of organizing the program for their respective conference.

Reporting to Board

The committee will give reports to the board at each board meeting. This report can be given verbally but should always include a written component. Presenting a report in person is required once per quarter.

4.2 Open source committee

The open source committee will help carry on [Ruby Together's founding vision, mission, and values](#) to improve open source for everyone who uses it, by paying developers for "boring" maintenance work. Decisions made by this committee do not need any further board involvement, though the board can make changes to this committee as it sees fit.

Budget

The open source committee will propose a development work budget, as part of the annual budget reviewed and approved by the board. Once the overall budget is approved, the open source committee can then manage the budget for development work as it sees fit.

As a temporary measure, Ruby Central plans to allocate around 60% of the membership program income to the open source development work. If monthly income increases (and when annual budgets are set), the OSS budget can be revised accordingly. See appendix 6.1 for more on allocating funding to development work.

Oversee Open Source Maintenance Work

In brief, the goal is to keep critical, widely-used open source projects maintained, determined by what's available in Ruby Central's budget and by the decision of Ruby Central's Board and staff. This involves:

1) paying maintainers to do the programming
2) encouraging new contributors via process, documentation, and recruiting
3) valuing all levels of expertise and experience

Working towards those goals generally requires some review and interaction with the developers who work on the projects, as well as recruiting new contributors for paid work across the full range of experience, and providing access to paid resources.

Potential residence or project funding

If the budget determined by the board allows, the OSS committee will also oversee the selection of developers-in-residence or short-term contracts for specific project work, with a goal of funding the highest-impact project work to benefit the entire Ruby community.

RubyMe program retired

The RubyMe program will be officially retired after the merger takes place. Ruby Central may use the details of the program, if useful, in future Scholarship programs. Former Ruby Together staff and directors involved in the program will be available to advise the Scholarship committee as requested. The domain name rubyme.org will be transferred as part of the merger, and may be used for future Ruby Central programs, if desired.

Reporting to Board

The committee will give reports to the board at each board meeting. This report can be given verbally but should always include a written component. Presenting a report in person is required once per quarter.

4.3 Scholarship committee

The scholarship committee will decide the selection process of Scholars and the programming during conference time. The scholarship committee will also decide the future direction of the Scholars program and any additional programming, mentorship, or OSS aspects that may be included throughout the year.

5 Membership

5.1 Staff & Administration

As the merger takes place, André will step down as Executive Director of Ruby Together, leaving Janny as Executive Director of the combined organization. Ruby Central full-time staff will continue in their existing roles.

Ruby Together has no full-time staff, so no staff will join Ruby Central as part of the merger. Ruby Together contractors listed in the appendix are expected to continue in their existing roles and responsibilities at Ruby Central, if there is funding to support their roles and they desire to continue.

Corporate administration, including bank accounts, payroll, email, phone, fax, and web hosting, will be merged, and duplicated accounts will be dropped when possible.

5.2 Membership program

Ruby Together's membership list will dissolve and be transferred over the Ruby Central as an asset. Ruby Central plans to continue to publish monthly reports summarizing open source development work, in a similar manner to the way Ruby Together does today at rubytogether.org/news.

Ruby Together's existing membership program includes 76 members at $10/mo, 36 at $40/mo, 14 at $50-200/mo, 4 at $500-800, 1 at $2500, and 1 at $4150. It is not certain whether all the members will continue to renew, but the goal is to retain existing members and grow the membership program. Ruby Central will modify the membership program to make sure it fits into our overall mission.

The combined membership program is expected to include exclusive content for members, as well as scholarship programs for conferences, in addition to helping to fund Ruby open source development work. All of these programs will be evaluated on a regular basis and modified based on our organizational budgetary, capacity, and changing needs.

5.3 Determination and Rights of Members

Ruby Central (RC) shall have Members. The Board shall establish from time to time by resolution the rights, privileges, restrictions, conditions, and classifications of the Members, subject to the Articles, these bylaws, and applicable law. Initially, the Company shall have 2 Member classes: (1) a class of Members consisting of individuals ("Individual Members"), and (2) a class of Members consisting of businesses ("Corporate and Institutional Members").

Ruby Together's existing Corporate and Individual members will automatically have their existing memberships transferred to the same class of membership with post-merger Ruby Central.

All matters put forward to a vote of the Members shall be advisory in nature and not binding upon the Company or the Board, unless adopted by resolution of the Board.

5.4 Qualification for Membership

Member status may be held by any individual, for- profit Company, nonprofit Company, government organization, educational institution, or other enterprise supportive of this Company's purposes and not otherwise prohibited by applicable law from abiding by the terms of these bylaws.

5.5 Admission

Applicants qualified under Section 5.2 above shall be admitted to membership upon affirmation of the Articles and these bylaws; the execution of a Membership Agreement; and payment of the applicable annual dues as specified on the Membership Agreement.

5.6 Fees and Dues

The Board shall establish and may change from time to time: the amount of annual dues payable to the Company by each class of Members, acceptable methods of payments, and permitted frequency of payments, all of which shall be set forth on the current Membership Application. If any Member is delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Company until all delinquent dues are paid.

5.7 Number of Members

There is no limit on the number of Members the Company may admit.

5.8 Membership Roll

Ruby Central shall keep a membership roll containing the name and address, and all other information that staff and Board deem pertinent to the organization. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership. Membership in Ruby Central is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties.

5.9 Nonliability of Members

No Member of this Company shall be, as such, individually liable for the debts, liabilities, or other obligations of the Company.

5.10 Nontransferability of Memberships

All rights of membership cease upon the Member's dissolution. No membership may be assigned without the prior written consent of the Company, and any purported assignment without such written approval shall be null and void.

5.11 Termination of Membership

A Member's membership shall terminate upon the occurrence of any of the following events:

5.11.1 Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective 30 days after a written notification of delinquency is given personally or mailed to such Member by the Secretary of the Company. A Member may avoid such termination by paying the amount of delinquent dues within a 30 day period following the Member's receipt of the written notification of delinquency.

5.11.2 Upon 15 calendar days' written notice from the Member.

5.11.3 Upon unanimous vote of all disinterested Directors when such Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of Membership herein.

5.11.4 Upon a Corporate Member's dissolution.

5.11.5 Upon a breach of any confidentiality and/or nondisclosure agreement within the Company by a Member.

5.11.6 In the event that 2 or more Corporate Members are merged or a Corporate Member is acquired by another Corporate Member, the resulting entity shall have only 1 membership.

5.11.7 In the event that the Member violates our code of conduct and policies.

All rights of a Member in the Company shall cease on termination of membership as herein provided. A Member terminated from the Company shall not receive any refund of dues already paid for the current dues period.

6 Appendixes

6.1 Open source projects & contractors' funding priority

Over the last 12 months, Ruby Together has seen monthly income between $7,000 and $8,000. During the transition period from the merger until the next annual budget in January, the initial plan is to allocate 60% of the monthly income from current Ruby Together members to fund open source development work.

We'll plan based on $7,500/mo of income, estimating a $4,500/mo budget for open source development work. As always, the post-merger board of directors can adjust this allocation, as circumstances warrant.

High priority:
- RubyGems.org. Primarily developed by Aditya Prakash, with support from David Radcliffe. Cost: ~$1,200/mo
- RubyGems & Bundler. Primarily developed by David Rodriguez, with support from Ellen Dash and Luis Sagastume. Cost: ~$2,100/mo
- Monthly updates. Compiled and edited by Irene Kannyo, with RubyGems updates by Gift Egwuenu. Cost: ~$1,200/mo

Standard priority:
- Ruby-toolbox.com. Developed by Christoph Olszowka. Cost: ~$1,200/mo
- Ruby-api.org. Developed by Colby Swandale. Cost: ~$1,200/mo
- Gemstash. Developed by Luis Sagastume. Cost: ~$1,200/mo
- RubyGems.org support tickets. Kerry Miller. Cost: ~$600/mo

The highest priority projects will fit inside the ~$4,500/mo expected to be available. If income/budget increases in the future, the plan is to:
1. Include standard-priority projects again.
2. Increase the number of hours available to 5/week
3. Recruit additional developers from various backgrounds and levels of experience to contribute

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above

Surviving Corporation:

Ruby Central Inc., a California nonprofit corporation

By: _Aug 16, 2021_

Name: _[signature]_

Printed Name: Evan Phoenix

Title: Board President

Disappearing Corporation:

Ruby Together, a California nonprofit corporation

By: _2021-08-20_

Name: _André Arko_

Printed Name: André Arko

Title: Executive Director