

Constitution of the Community of the Gospel, LLC

This document and the Customary of the Community of the Gospel (The Rule) constitute the
“Operating Agreement” for the Community of the Gospel, LLC.

Article I. Of the Name

Article II. Organization

Article III. Of Management

Section 1. Managing Member

Section 2. Assistants to the Guardian

Article IV. Of Membership

Section 1. Aspirants

Section 2. Associate Members

Section 3. Full Membership

Section 4. Separation from the Community

Section 5. Friends of the Community

Article V. Of Electing the Guardian

Article VI. Of Chapter

Article VII. Of Council

Article VIII. Of Relationship to the Larger Church

Section 1. The Bishop of the Diocese

Section 2. The Bishop Visitor

Article IX. Of Property

Article X. Of Financial Operations

Section 1. Income and Gifts

Section 2. Expenses

Section 3. Reporting

Section 4. Federal and State Taxes

Article XI. Of Alterations to the Constitution

Article I. Of the Name

- (1) The legal name of this organization is "Community of the Gospel, LLC."
- (2) It is herein referred to as the "Community," or the "Community of the Gospel."

Article II. Organization

- (1) The purpose of the Community of the Gospel, LLC, is to provide to our members a guided experience in monastic-style living while still remaining in their current home, family, and job situations. The Community provides structure and support for members as they live by three Values: Prayer, Study, and Personal Mission to serve the Lord our God wherever they happen to be.
- (2) This Community is organized to meet Section 501(c)3 of the Federal Internal Revenue Code as an organization whose sole purpose is religious.
- (3) This Community conforms to the Constitution and Canons of the Protestant Episcopal Church in the United States of America otherwise known as the Episcopal Church, with specific reference to Title III, Canon 14, Section 2 of the 2006 edition of the Canons describing Christian Communities.
- (4) This Community has filed Articles of Organization, and is incorporated as a Limited Liability Company, under Wisconsin State Statutes Chapter 183.
- (5) Said Community is organized exclusively for religious purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code
- (6) No substantial part of the activities of the Community shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Community shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Community shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article III. Of Management

Section 1. Managing Member

- (1) Management of this Community is vested in the Managing Member, and not individual members.
- (2) The Managing Member is known as the "Guardian," or "Guardian of the Community." The Guardian will be addressed as Brother or Sister, depending on gender.
- (3) The Managing Member/Guardian is elected by Full Members of the Community as outlined in **Article V**.
- (4) Since management of this Community is vested in one or more managers, all of the following apply per Wis. SS 183.0301:
 - (a) No member, solely by being a member, is an agent of the Community or of the other members or any of them.
 - (b) Each manager is an agent of the Community, but not of the members of any of them, for the purpose of its business. (Wis. SS 183)
 - (c) The act of any manager, including the execution in the name of the Community of any instrument, for apparently carrying on in the ordinary course of business the business of the Community binds the Community unless the manager has, in fact, no authority to act for the Community in the particular matter, and the person with whom the manager is dealing has knowledge that the manager has no authority to act in the matter.
- (5) The Guardian is responsible for the effective and efficient operations of the Community to fulfill its mission and vision.
- (6) The character, duties, rights and functions of the Guardian are contained in the Rule of the Community (The Customary) and this Constitution.

Section 2. Assistants to the Guardian

- (1) The Guardian may appoint representatives and delegate to them authority for the efficient functioning of various aspects of the community. The Guardian is free to appoint these persons as needed but should avoid the difficulties caused by frequent and unreasonable changes in these offices. Appointments and dismissals will be done in consultation with the Council.
- (2) The specific operational functions may vary from time to time and the same Brother or Sister may hold various offices. The offices are described in the Customary of the Community. The Guardian, with the advice of the Council shall decide the question of which offices need to be filled at any particular time.

Article IV. Of Membership

The Community reserves the right to approve and admit aspirants to Community life, to receive commitments of those prepared for full membership, to adjudicate internal problems not already stipulated by the Canons of the Church, to practice without hindrance those traditions and customs approved by tradition and time which are particular and unique to Religious and Community life. The administration of these particulars will reside with the Guardian, the Council, the Chapter, Bishop Visitor and Diocesan.

For fuller descriptions of the details of Membership please see the Customary.

Section 1. Aspirants

(1) An aspirant to Associate Membership is admitted to the Community by the decision of the Guardian and in consultation with the Guardian's Council.

(2) The aspirant is required to present certificates of Baptism, Confirmation, and when applicable, ordination. In the absence of original documents, letters of confirmation or duplicates may be accepted from varying institutions. The aspirant shall have the recommendation of a pastor and at least one other individual who knows him or her well.

(3) If an aspirant is in a committed relationship, he or she must have the permission of his or her partner before entering the Community. Committed partners of an aspirant must meet or correspond with the Guardian. The partner must appreciate the seriousness of this commitment to Christ and must state so in writing, giving his or her support to this new relationship of the aspirant.

(4) If an aspirant is not a member of and a regular attendant of a local parish or church, he or she is required to develop such a relationship and achieve the status of member in good standing with that local parish or church prior to seeking entrance into the Community of The Gospel.

Section 2. Associate Members

(1) Associate Membership is a probationary period before Full Membership. The time of the Associate Membership shall be approximately one year. The Guardian may shorten or lengthen this period as appropriate.

(2) During the first year, the Associate Member is under the direction of a Formation Guide, who will report to the Guardian on the Associate Member's progress.

(3) Before entering full membership, the Associate Member acknowledges in writing that his or her entry into the Community is not to be taken as a work contract of any kind, recognizing that he or she can claim no compensation in the event of his or her departure from the Community.

(4) The Associate Member must not be less than 21 years of age.

Section 3. Full Membership

(1) Upon completing the period of Associate Membership and petitioning the Guardian, the Associate Member may move to Full Membership status on the approval of the Guardian in consultation with the Council.

(2) The Full Member gains the right to vote at Chapter meetings and is eligible to sit on the Guardian's Council if invited as an office holder or elected as an At-Large member.

(3) There will be two categories of full membership. Full Members who are confirmed members of the Episcopal Church (ECUSA) or the Evangelical Lutheran Church of America (ELCA) will be classified as Full Member - Regular. Full Members of this Community who are confirmed members of another denomination will be classified as Full Member - Affiliates. This classification is solely for the purpose of meeting and sustaining full recognition with the Episcopal Church as a Christian Community and in no way affects the member's status within the Community.

(4) A Formation Guide, appointed by the Guardian, assumes the task with that of the Guardian of assisting the Full Member to shape and fulfill his or her formation plan. There are no implied benefits of this formation procedure since much of the growth of the Full Member rests with the efforts and desire of that person. The Formation Guide will report to the Guardian on the progress of the Full Member.

(5) The Full Member must renew his or her commitment to the Community annually in a manner described in the Customary of the Community (The Rule).

Section 4. Separation from the Community

(1) An Associate Member or Full Member is free to depart the Community at any time after consultation with the Guardian. The Guardian has the right to dismiss any Associate Member at any time after consultation with the Associate Member's Formation Guide and Council.

(2) Any Full Member of the Community may be granted a leave of absence or inactive status by the Guardian, after consultation with the Council. The Bishop Visitor shall be notified of the change in status.

(3) The dismissal of a Member may be an act of mercy to the individual or a step made necessary by circumstances imposed by authority. Proceedings for separation may be initiated by the Guardian, or by the Member. The voice of all parties shall be heard at a Council Meeting summoned for this purpose. The Bishop Visitor shall be notified of the separation.

(4) Any attempt made to enter the Community by fraudulent means will be grounds for immediate dismissal.

(5) Any Member having exhausted the normal process of the Community may seek redress in accordance the Canons of the Episcopal Church.

Section 5. Friends of the Community

(1) People may come forward who desire to participate in and support the life of the Community to a limited extent without making a commitments to adhering to Customary of the Community. They will be welcomed and known as "Friends of the Community" and may attend Convocations, but not attend Chapter meetings except by the express invitation of the Guardian.

(2) Friends of the Community have no authority in or for the Community, have no vested interest, and have no vote. They do not represent the Community in any manner whatsoever.

Article V. Of Electing the Guardian

(1) The Guardian of this Community must be a Full Member-Regular in good standing with this Community and his or her local parish or church.

(2) The term of the Guardian shall be four years, except for the original founder whose term as Guardian begins upon incorporation of the Community (March 28, 2007) and extends four years after the point of accepting the sixth Full Member-Regular to the Community.

(3) There is no limit to the number of terms a Guardian may serve.

(4) At the end of a Guardian's term, a meeting of the chapter is called for the purpose of holding an election.

(5) If the Guardian should resign or die in office, the governance of the Community shall devolve upon the Council, who shall inform the Bishop Visitor of the vacancy and summon a meeting of the Chapter as soon as is practical.

(6) All Members of the Community shall be summoned to this meeting of Chapter. Eligible members unable to attend shall vote by proxy.

(7) On the day appointed for the election, the Community and Chapter shall assemble following the Eucharist, if available. The Bishop Visitor or his or her appointee shall preside at the election and shall function as chief teller. A member of the Council chosen by the chief teller shall assist. Both shall be bound by the strictest secrecy.

(8) Ballots shall be distributed, each Full Member of the Community receiving one ballot. Those members acting as proctors shall receive one additional ballot for each proxy they hold.

(9) The names of every Full Member of the Community in good standing shall be printed on the ballots. Before voting each member shall carefully detach his or her own name, proctors detaching the names of their principals. These shall be collected and checked by the Bishop Visitor, proctors surrendering the names of their principals.

(10) Each member shall then detach the name of the Brother or Sister he or she wishes to elect as Guardian, proctors detaching the names of those designated by their principals. Votes shall be placed in a vessel and discarded ballots in another container provided. None

but the tellers may examine these papers, and they are responsible for the confidential destruction of these papers after the election.

(11) The tellers shall count the votes and announce the results.

(12) For an election on the first ballot, it is required that a person receive at least two-thirds of the valid votes cast. Abstentions are regarded as invalid votes when tallying the proportion of votes cast and are not counted. Should this ballot, or any subsequent ballot, reach a conclusive result, only the name of the Brother or Sister elected shall be announced. If the ballot is not conclusive, the senior teller shall announce the names of those receiving votes together with the number of votes cast for each.

(13) Should the first ballot prove indecisive, a second is to be held in like manner.

(14) Should the second ballot prove indecisive, a third is to be held and votes may be cast only for those two persons who received the most votes at the second ballot. In the event of a tie for second place in the second ballot, the name of the one who is senior in community order is to be preferred. In the event of a three-way tie for first place in the second ballot, the names of the two who are senior in community order are to be preferred.

(15) After the third ballot the name of the Brother or Sister who has received a majority of the votes cast is announced. Votes for an ineligible candidate, as may occur as a result of proxies, are invalid and not counted. In the event of a tie, the Brother or Sister who is senior in community order is chosen.

(16) Following the announcement of the result of a decisive ballot, the Brother or Sister elected signifies his or her acceptance or refusal of the office of Guardian.

(17) Should the Brother or Sister elected refuse; the balloting shall begin again as at the first ballot, all votes subsequently cast for this Brother or Sister being invalid and not counted.

(18) Should the Brother or Sister elected accept; he or she immediately becomes Guardian of the Community and receives a blessing from the Bishop Visitor. If the Bishop Visitor is unable to attend the election, the new Guardian will be blessed by the Bishop Visitor at the first opportunity.

(19) An election of a Guardian may also be initiated:

- (a) at the request of the incumbent Guardian;
- (b) upon the order of the Bishop Visitor;
- (c) upon 75% of Full Members signing a petition for election; said petition being delivered to the Bishop Visitor and a copy to all members of Council.

(20) If a new Guardian is elected under (19), the new Guardian will begin a new 4-year term. If the incumbent Guardian is re-elected, the Guardian will resume his or her 4-year term and not start a new 4-year term.

Article VI. Of Chapter

(1) The Chapter consists of all Full Members of the Community, and all have the right to be summoned to every meeting of the Chapter and to speak and to vote as outlined in the Constitution.

(2) Each Full Member shall have one equal vote. Associate Members may be seated and have voice, but no vote; aspirants may be seated but have neither voice nor vote. Any member under disciplinary action may not vote, and may be refused seating at Chapter by the Guardian.

(3) Visitors may attend Chapter only by specific invitation of the Guardian.

(4) The Guardian shall be bound to summon Chapter at least annually and may summon it more frequently if desired. In emergencies where Chapter is not able to convene, input and votes may be obtained via email or fax. The Guardian is also bound to summon the Chapter and ask for their input and vote on the following matters:

- a. Election of At-Large Council members.
- b. Any alienation of property.
- c. The election of a Bishop Visitor.
- d. Matters of general concern to the Community.
- e. Changes to the Constitution or Customary.

(5) The Guardian shall normally preside at Chapter meetings. In the absence of the Guardian, the Deputy Guardian shall preside. If this position is not filled, the most senior eligible Brother or Sister present shall preside.

(6) Minutes of all meetings shall be carefully recorded and read at the next meeting by the Secretary of the Community, or other person appointed by the Guardian.

(7) Meetings of the Chapter shall be opened with the invocation of the Holy Spirit and will be regulated by the latest edition of Roberts Rules of Order where doing so lends efficiency and effectiveness to Community proceedings.

Article VII. Of Council

(1) The Council consists of:

- (a) The Guardian and members of the Community who hold specific offices or duties within the Community as appointed by the Guardian, such as Secretary and Treasurer;
- (b) Additional Full Members At-Large as outlined in (2).

(2) The purpose of At-Large members on the Council is to provide general membership with representation on the Council. Initially the Guardian may appoint the first At-Large member who will serve a 3-year term. The number of At-Large members on the Council will be no less than one (if available) but may not exceed ten. A guideline will be to add one At-Large member by Chapter vote for every ten Full Members added to the Community until the Community exceeds 100 members, at which time the maximum of ten At-Large members takes effect. In addition:

- (a) At-Large members serve three-year terms.
- (b) There is no limit to the number of terms an At-Large member may serve.
- (c) Election of an At-Large member is by simple majority vote of Chapter members.

(d) If an At-Large member does not complete his or her term for any reason, another qualified member shall be elected by Chapter to finish that portion of the term.

(3) All Council Members have the right to be summoned to every meeting of the Council and to speak and to vote. All shall have one equal vote. Votes of the Council are advisory in nature, and will be considered heavily in the decisions of the Guardian of the Community. Final decisions rest with the Guardian.

(4) The Guardian is bound to summon the Council at least annually and may summon it more frequently if desired. The Guardian is also bound to consult the Council on the following matters:

- a. Admission of people to the Community.
- b. Granting of a leave of absence.
- c. Dismissal or dispensation of membership commitments.
- d. Matters sensitive to the Community.

(4) The Guardian determines the need for representation on the Guardian's Council. The Guardian of the Community shall appoint and remove members of the Council as he or she sees fit (other than elected At-Large members) after consultation with the Council. Care should be taken as to not create unnecessary disruptions by changes in Council members

(5) There must be no unauthorized disclosure of the proceedings of the Council. The Guardian may wish to inform members of the Community who are not members of the Council of certain discussions and decisions of the Council. He or she may delegate this responsibility to another member of the Council.

Article VIII. Of Relationship to the Larger Church

(1) The Community of The Gospel is a Christian Community as defined by Title III, Canon 14, Section 2 of the 2006 Canons of the Episcopal Church. This designation is given to a group of people who voluntarily commit themselves to the Community for a given period of time, in obedience to their Rule (Customary) and Constitution. Members of a Christian Community are not required to hold possessions in common or to live a celibate life.

Section 1. The Bishop of the Diocese

(1) If the Bishop of the Diocese is not the Bishop Visitor of the Community, he or she shall, on the occasion of a vacancy in the office of Bishop Visitor, be informed by the Guardian of the vacancy within one month of its occurrence. The Chapter shall proceed to elect a new Bishop Visitor. The sanction of the Bishop of the Diocese shall be necessary for the formal tendering of the Visitorship to any Bishop other than him or herself. During the vacancy the Community may request the Bishop of the Diocese to fulfill any duties that would normally fall to the Bishop Visitor.

Section 2. The Bishop Visitor

- (1) The Bishop Visitor of the Community shall be elected by at least a two-thirds majority of the Chapter on the motion of the Guardian.
- (2) The term of the Bishop Visitor shall be for five years. There is no limit to the number of times a Bishop may serve as Bishop Visitor. If he or she is not the Bishop of the Diocese, his or her appointment must have the sanction of the Bishop of the Diocese.
- (3) It shall be the duty of the Bishop Visitor to carry out a visitation to the Community at least once every five years.
- (4) The Bishop Visitor is the ultimate guardian of the observance of the Rule and Constitution of the Community. To be lawful any change in the Constitution shall have the written sanction of the Bishop Visitor.
- (5) Responsibilities of the Bishop Visitor include presiding at the Chapter Meeting to elect a new Guardian and the Public Blessing of the newly elected Guardian, but the Bishop Visitor has the right to nominate another Bishop or appointee to act in his or her stead.
- (6) The Bishop Visitor shall have power to receive appeals from any member of the Community without hindrance from the Guardian or Council. On receipt of such an appeal the Bishop Visitor shall appoint a time and place for the hearing of the appeal convenient to all parties. The Bishop Visitor shall make no decision without consultation with the Guardian and Council.
- (7) The Bishop Visitor shall be informed of all new Full Memberships, and any dismissals from the Community.
- (8) Notice must be given to the Community of the Bishop Visitor's intention to hold a Visitation in sufficient time for all necessary arrangements to be made.
- (9) The Bishop Visitor shall be provided with:
 - A current copy of the Rule (Customary) and Constitution.
 - A list of all members of the Community.
 - Financial records of the Community for the previous year.
- (10) During the course of the Visitation, the Bishop Visitor and his or her assistants may interview privately each member of the Community. Arrangements shall be made so that the Bishop Visitor may interview any member of the Community not in residence at the Visitation. All such interviews shall be privileged and confidential and the Guardian does not have the right to intervene.
- (11) After the Visitation, the Bishop Visitor shall prepare his or her Charge. This may be delivered as an address to the Community or be sent by post. Copies of the Charge shall be distributed to each member of the Community.

Article IX. Of Property

- (1) Property acquired with Community funds is presumed to be Community property.
- (2) Property may be acquired, held and conveyed in the name of a Community. Any interest in real property may be acquired in the name of the Community and title to any interest so acquired shall vest in the Community rather than in the members individually.
- (3) All property originally transferred to or subsequently acquired by or on account of the Community is property of the Community and not of the members individually. (Wis. SS. 183.0701)
 - (a) Any gift or donation, however defined, given during membership in this Community, is the property of the Community, and is not returnable.
 - (b) Substantial material gifts (other than money) and gifts with restrictions will be accepted only after approval by the Council. The Community can not accept any form of assignment, real-estate, bequest, residue from will, or rider to such that would place the Community in any form of harm or any form of indebtedness without the approval of the Guardian and that of Chapter.
 - (c) In the case of legacies, stipends, trusts and all other monies receivable, the Community shall seek competent legal and financial advise on how best to invest and protect such gifts.
- (4) Upon the dissolution of the Community, its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.
- (5) Property Dedication and Distribution: distribution of property owned by this organization will be distributed upon dissolution of this organization to exempt purposes only. Remaining net worth of the Community is to divided in equal parts (the number of parts equaling the number of remaining members), and said parts transferred to the respective dioceses, synods or other church bodies of those members. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article X. Of Financial Operations

Section 1. Income and Gifts

The primary source of income for the community will be the gifts of members and friends who desire to support the work of the Community.

(2) Individual pledges and gifts are received only the Guardian, Treasurer or appointed Deputy. Income information that is shared with Community is in the form of totals only, which in no way reveals the amount of giving by individuals.

(3) Gifts of any kind, for any reason, at any time, made by outside sources or by a member of the Community, become at its giving, the property of the Community and therefore not refundable or returnable.

(4) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II Organization (1) thereof.

Section 2. Expenses

(1) Members of the Community may seek reimbursement for their reasonable and necessary expenses related to the management and administration of the Community provided these are itemized in writing and have been pre-approved by the Guardian or Council.

(2) If the time and effort contributed by a member to maintain and sustain the operations of the Community, or a significant part thereof, creates a discernible adverse impact on the finances of said member, the Council may agree to an appropriate stipend for that position. This stipend would not be permanent to the position, and would need to be renewed annually at budget preparation time.

(3) Any request or payment of funds to any Member may not be in violation of the inurement laws of the Internal Revenue Service or any State under which the transactions took place. Violation of these laws could jeopardize the non-exempt status of the Community.

Section 3. Reporting

(1) At every meeting of Chapter financial statements will be given to the members. These will include a Statement of Financial Position (balance sheet), and a Statement of Income and Expenses. The Guardian will report on other funds, such as any Discretionary Fund, being careful to protect anonymity, but sharing with the Community the uses to which the monies have been put. These financial reports will be sent to the Members unable to attend Chapter.

(2) Reporting will adhere to the standards set by the Financial Accounting Standards Board for Not-for-Profit Organizations.

(3) The Community has an "open book" policy by which the accounting documents (with the exception of individual donation records) are open to review by any Full Member during normal hours of operation.

Section 4. Federal and State Taxes

- (1) Each member of the Community is obligated to pay individual taxes required by law. At no time should the Community of the Gospel, incorporated in the State of Wisconsin, become responsible for the above taxes of individual Members.
- (2) All fees, charges, custodial care, taxes of any kind, of any trust held by the Community, are to be paid from current balances, dividends, interest or other accruing mechanism.
- (3) If by agreement the Community is benefited by a trust, estate, or inheritance, all fees, charges, custodial care, taxes of any kind are to be paid from the same unless approved by the Guardian and Chapter.

Article XI. Of Alterations to the Constitution

- (1) It is the Guardian's responsibility to present to the Community revisions to the Constitution.
- (2) Any proposed alteration to the Constitution shall be presented to the Chapter at a properly called meeting, absent members having been informed, and after due consideration and discussion, it shall be voted upon, absent members voting by proxy.
- (3) Amendments and alterations shall be passed if said amendment or alteration receives at least two-thirds majority of the eligible votes cast. It does not as yet take effect as it must be presented a second time to Chapter in the same manner. See also (4) next.
- (4) The revision shall be presented to the Chapter again within 7 months and be voted upon as before.
- (5) If it is again passed by at least two-thirds majority of eligible votes, it shall be sent to the Bishop Visitor for his or her ratification. When his or her consent in writing has been received, the Chapter shall be informed of it at as practical, and the amendment or alteration shall then become an integral part of the Constitution, displacing or annulling any previous relevant part thereof.
- (6) Changes to the Constitution shall be indicated in the document with the date of acceptance of the change.
- (7) No changes may be made to this Constitution which are in conflict with the laws of the State of Wisconsin, the canons of the Episcopal Church, Internal Revenue Service regulations, or in any way endanger the 501(c) 3 status of this organization.