

Constitution of the Community of Solitude

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

Article I. Of the Name	2
Article II. Organization	2
Article III. Of Management.....	2
I. Managing Member(s)	2
II. Assistants to the Guardians.....	2
Article IV. Of Membership.....	3
I. Novitiate.....	3
II. Vowed Life.....	4
III. Separation from the Community.....	5
IV. Friends of the Community.....	5
Article V. Of Electing the Guardians.....	5
Article VI. Of Chapter.....	7
Article VII. Of Council	8
Article VIII. Of Relationship to the Larger Church.....	8
I. The Teacher(s).....	9
Article IX. Of Property.....	9
Article X. Of Financial Operations	10
I. Income and Gifts	10
II. Expenses	10
III. Reporting	10
IV. Federal and State Taxes.....	11
Article XI. Of Alterations to the Constitution	11

Article I. Of the Name

- (1) The legal name of this organization is “Community of Solitude”.
- (2) It is herein referred to as the “Community,” or the “Community of Solitude”.

Article II. Organization

(1) The purpose of the Community of Solitude 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.

Article III. Of Management

I. Managing Member(s)

- (1) Management of this Community is vested in the Managing Members, and not individual members.
- (2) The Managing Members are known as the “Guardians,” or “Guardian Council of the Community.” The Guardians will be addressed as Brother or Sister, depending on gender.
- (3) The Managing Members/Guardians are no more than three in number and elected by Vowed Members of the Community as outlined in **Article V**.
- (4) The Guardians are responsible for the effective and efficient operations of the Community to fulfill its mission and vision.
- (5) The character, duties, rights and functions of the Guardian are contained in the Rule of the Community (The Customary) and this Constitution.

II. Assistants to the Guardians

- (1) The Guardians may appoint representatives and delegate to them authority for the efficient functioning of various aspects of the community. The Guardians are 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 with approval of a simple majority of all members of 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 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 vowed membership, 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 Guardians, the Guardians' Council, the Chapter, and Teacher.

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

I. Novitiate

An aspirant to Associate Membership is admitted to the Community by the decision of the Guardian Council.

As we are all one Body through the sharing of one Bread, we seek others who are of a like mind when it comes to the universality of the one God, in three persons. A desire for a deeper union with God through traditional monastic practices is essential regardless of one's communal affiliation (i.e. Episcopal, Roman Catholic, Eastern Orthodox, etc....).

While there is no upper age limit, we generally do not accept persons under the age of 25. One must be a baptized, practicing and faithful member of a Christian Church, and practice sacrificial giving to that church, giving of their time, talents and treasures.

Basic requirements for admission:

1. A letter of recommendation from an ecclesiastical authority is required. This may come from a Bishop or Clergy person.
2. If married, a letter of understanding and consent is required from the spouse.
3. The Novitiate is a probationary period before Vowed Life. The time of the Novitiate shall be no longer than two years (one year being the most common length of the novitiate). The Guardian Council may shorten or lengthen this period as appropriate.
4. During the Novitiate, the Novice is under the direction of a Formation Guide, who will report to the Guardian Council on the Novice's progress.
5. Before entering vowed membership, the Novice 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.
6. The Novice must not be less than 25 years of age.
7. The Novice, mentor and Guardian Council jointly decide when a novice is ready to take Simple Vows.

(1) Transfer from another community

As we are a community of solitaries from different communal affiliations, we cannot, canonically, come under the protectorship of any one denominational Ecclesiastical authority. This means we do not have a Bishop Visitor as a liaison with any one national or international Christian Church. We are bound together by our baptismal vows and no one set of canons applies to us as a community. Therefore there are no ecclesiastical legal ways for religious vows to be transferred to the community. If one is in either simple or solemn vows with a canonically established community, those vows must be dispensed in the way prescribed by that community before one can begin the process of formal membership in the Community of Solitude. In addition to the documents listed above, a copy of that dispensation is required.

Persons who have been dispensed from religious vows may seek an expedited path to vows with COS, provided that the dispensation was granted no more than one year from the date of application. An intense six month period of mutual discernment (as opposed to a six month aspirancy and one year novitiate) is accompanied by a six month period of simple vows (for those who have been solemnly professed elsewhere) and a one year period of simple vows (if one had been previously in simple vows) before making solemn profession with COS. It is not appropriate for anyone formerly professed elsewhere to wear the holy habit and identify themselves as a member of this Community until simple vows are taken.

Those whose dispensation was granted more than a year from the date of application will undergo the normal formation process.

(2) Local involvement

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 for a full year with that local parish or church prior to seeking entrance into the Community of Solitude.

II. Vowed Life

(1) The Novice, mentor and Guardian Council jointly decide when/if the Novice is ready to take Simple Vows.

(2) Vowed members gain the right to vote at Chapter meetings and are eligible for election to the Guardian Council.

(3) There will be two levels of Vowed Members: Simple and Solemn.

(4) Simple Vows bind the member to the Community in renewable three year increments. The individual and the Guardian Council decide when it is appropriate to take Solemn Vows.

(5) Solemn Vows bind the Solitary to the Community in a permanent status. It is non-renewable.

(6) Formation Guides, appointed by the Guardian Council, assume the task with that of the Guardians of assisting Vowed Member to shape and fulfill his or her formation plan. The

Formation Guides will report to the Guardian Council on the progress of the Members under their charge.

III. Separation from the Community

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

(2) Any Member in Solemn Vows of the Community may be granted a leave of absence or sabbatical by the Guardian Council, after consultation with the Guardian Council. The Teacher shall be notified of the change in status.

(3) A member in Solemn Vows is allowed to rescind his or her vows at any time after consultation with the Guardians' Council. Once the vows are rescinded the member will not be allowed to re-enter the Community for a period of three years. After that time the member may petition for re-entry. The permission and level of re-entry shall be agreed upon by consensus of the Guardians.

(4) 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 Council, or by the Member. The voice of all parties shall be heard at a Council Meeting summoned for this purpose. The Teacher shall be notified of the separation.

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

IV. 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 commitment 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 Guardians.

(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 Guardians

(1) The Guardians of this Community must be composed of three members in Solemn Vows.

- (2) The term of the Guardian shall be three years, except for the original founders whose term as Guardians begins upon incorporation of the Community (Aug 2008) and extends three years after the point of accepting the sixth Regular Vowed Member to the Community.
- (3) Provided the size of the Community allows, a Guardian may serve no more than two consecutive terms at which point that member a member shall not be eligible to Council for at least three years. 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 other members of Council, who shall inform the Teacher 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 Teacher 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 Vowed 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 Vowed 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 Teacher, 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 Teacher. If the Teacher is unable to attend the election, the new Guardian will be blessed by the Teacher at the first opportunity.

(19) An election of a member of the Guardian Council may also be initiated:
(a) at the request of the incumbent Guardian;
(b) upon 75% of Vowed Members signing a petition for election; said petition being delivered to the Teacher and a copy to all members of Council.

Article VI. Of Chapter

(1) The Chapter consists of all Vowed 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 Vowed Member shall have one equal vote. Novices 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 Guardians.

(3) Teachers may attend Chapter only by specific invitation of the Guardians.

(4) The Guardians 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 Guardians are also bound to summon the Chapter and ask for their input and vote on the following matters:

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

(5) One Guardian shall normally preside at Chapter meetings. If no Guardians are available, a member of the Guardians' Council may preside. If no members of the Council are available, 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 Guardians.

(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 elected Guardians of the Community, and all others who hold specific offices or duties within the Community as appointed by the Guardians, such as Secretary and Treasurer;
- (b) Additional Vowed Members selected by the Guardians.

(2) 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 Guardians. Final decisions rest with the Guardians.

(3) The Guardians are bound to summon the Council at least annually and may summon it more frequently if desired. The Guardians are 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 Guardians determine the need for representation on the Guardians' Council. The Guardians of the Community shall appoint and remove members of the Council as they see fit 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 Guardians may wish to inform members of the Community who are not members of the Council of certain discussions and decisions of the Council. They may delegate this responsibility to another member of the Council.

(6) In cases where the Guardians are not unanimous in their decision, the Council shall be informed of both the majority and minority opinions. Through prayerful discernment the Council shall help the Guardians navigate towards consensus.

Article VIII. Of Relationship to the Larger Church

As a non-canonical (ecumenical) order, the Community of Solitude is independent of the canons (rules) of any of the churches to which its members belong, being ruled solely by its Constitution, Customary, and the regulations agreed upon by council.

That being said, the Community is part of the Church Universal, and it is therefore important that it maintain its ties with the Church through the office of a Teacher (an ordained priest or bishop of any denomination).

I. The Teacher(s)

(1) The Teacher(s) of the Community shall be elected by at least a two-thirds majority of the Chapter on the motion of the Guardian Council.

(2) The term of the Teacher shall not be longer than five years. There is no limit to the number of times a person may serve as Teacher.

(3) It shall be the duty of the Teacher to provide the Community with teaching epistles, to be delivered by email, recorded video or voice, and/or in person during Convocation. These teachings can be on any aspect of spiritual life, but most appropriately will cover issues of importance to the Community: solitude, silence. It is desirable that the Teacher be familiar with the formation program of the Community, and teaches on some aspect of any of the readings.

(4) The Teacher is a guide for the stability of the Rule and Constitution of the Community; as such the Teacher should be consulted before any major changes in the Constitution. The Teacher should help the Council to work prayerfully towards well-discerned intentions, without haste or urgency which are contrary to the spirit of solitude.

(5) The Teacher shall be informed of all new Vowed Members, and any dismissals from the Community.

(6) The Teacher shall be provided with a current copy of the Rule (Customary) and Constitution.

(7) If the Teacher attends Convocation, the Teacher may interview privately each member of the Community. Arrangements shall be made so that the Teacher 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.

(6) Once a year, the Teacher shall prepare their Charge to the Community. This may be delivered as an address to the Community or be emailed. 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) 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 be 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

I. 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.

(1) Individual pledges and gifts are received only by the Guardian Council, 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.

(2) 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.

(3) 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.

II. 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 Guardians' 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.

III. 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 Guardians 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 Vowed Member during normal hours of operation.

IV. 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 Solitude, incorporated in the State of Virginia, 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 Guardians responsibility to present to the Community and the Teacher 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 12 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 Teacher 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.

