

**BY-LAWS**  
**ST. COLUMBA'S, THE BERKELEY MEMORIAL CHAPEL**

**ARTICLE I**

**Title**

This corporation shall be known as St. Columba's, The Berkeley Memorial Chapel (the "Parish"). The Parish is incorporated pursuant to an Act for the Incorporation of Parishes as adopted April 10, 1883 and as subsequently amended.

**ARTICLE II**

**Member of the Diocese of Rhode Island**

This Parish is a constituent member of The Diocese of Rhode Island (the "Diocese"), and is organized for the worship of God in accordance with the doctrine, discipline, worship and liturgy of The Episcopal Church ("the Church"). This Parish recognizes that it is subject to the laws and the ecclesiastical authority of the Church and the Diocese.

**ARTICLE III**

**Membership**

The members of the Parish shall be all persons who have received the Sacrament of Holy Baptism with water in the name of the Father and of the Son and the Holy Spirit, whose baptism has been recorded in the Parish Register. All persons confirmed or received into The Episcopal Church whose confirmation or reception is duly recorded in the Parish Register are also members of the Parish.

The voting members of the Parish shall be adult (18 years or older) communicants in good standing whose name shall be registered on the Parish Register. Each member shall be limited to One (1) vote. Voting by proxy or absentee ballot is prohibited.

## ARTICLE IV

### Vestry /Officers

**Section 1. Powers.** The Vestry shall be the Board of Directors of the Parish and shall manage the temporal activities and affairs of the Parish, subject to the laws of Rhode Island, the Articles of Incorporation and the By-laws of the Parish. The vestry may delegate its management of temporal corporate activity so long as the Parish's activities, affairs and powers remain under the ultimate direction of the vestry. The members of the Vestry shall be baptized persons in good standing, registered in the Parish. Immediate family members are not eligible to serve on the same Vestry (i.e. spouses, parents/children, siblings, etc.)

**Section 2. Number.** The number of members of the vestry shall be 14, as determined by the vestry and which number shall include the Rector, the Senior Warden, the Junior Warden, the Clerk and the Treasurer. The vestry may from time to time elect or appoint such other officers from the vestry, including one or more assistant officers, as it may deem necessary. The officers of the Parish shall consist of the Rector, the two Wardens, the Clerk and the Treasurer, all of whom shall be members of the vestry.

In each calendar year, if a vestry member misses one third of the vestry meetings without due cause, the Vestry may, at its option, vote to remove said member, and upon a majority vote, said member shall be notified that his or her services are no longer needed.

Any assisting Priests and Deacons on the Parish Staff shall be entitled to voice- but not to vote at all Corporate and Vestry meetings.

All meetings of the Corporation of St. Columba's, its vestry or its committees shall be opened and closed with a prayer.

**Section 3. Election and Term.** Except for the Rector, the officers of the Parish shall be elected by the members of the Corporation at the Annual Meeting. Each officer shall be elected for a term of one year to serve until the next annual meeting of members and thereafter until his or her successor will have been elected and qualified. No officer or vestry member shall serve more than three consecutive years without stepping down for at least one year. The sole exception may be an additional year of eligibility in the case of the Senior Warden to provide the Senior Warden with a two-year term.

Except for officers, at least one third of the vestry will be elected at each Annual Meeting of the members for a term of three years.

Any vacancy occurring on the vestry may be filled by an affirmative vote of the majority of the remaining members of the vestry, until the next regularly scheduled annual meeting, where the vacancy will be filled by election to complete the unexpired term. If the time served is less than two years, that person may stand for the vestry again, without taking a year off.

**Section 4. Meetings.** The vestry shall meet no less than six times each year, and may hold meetings, both regular and special, either within or without the state of Rhode Island. Regular meetings of the vestry may be held without notice at such time and place as will from time to time be determined by the vestry. Special meetings of the vestry may be called by the Rector on two days notice to each director, either personally or by mail or by electronic communications. Special meetings will be called by the Rector or Clerk on like notice on the written request of five members of the vestry. Meetings of the vestry may be held by means of a telephone conference circuit and connection to such circuit will constitute presence at such meeting. The Annual Meeting and all Special Meetings of the members shall be held within the State of Rhode Island, at such place, time and date as shall be stated in the notice of the meeting, to which all members of the Parish are invited and encouraged to attend.

**Section 5. Notice of Meetings.** Written notice of each annual or special meeting stating the place, day and hour of the meeting (and the purpose or purposes any special meeting) will be given by or at the direction of the Rector, the Clerk [Secretary] or the person or persons who call the meeting, to each member entitled to vote at such meeting, not less than twenty days nor more than thirty days before the meeting. Business transacted at any special meeting of members will be limited to the purposes stated in the notice of the meeting. Results of the meetings shall be posted in a conspicuous place on the Parish Premises within seven days of the meeting.

**Section 6. Quorums.**

1. At all meetings of the Corporation, twenty-five (25) duly qualified members shall **constitute a quorum. A smaller number must adjourn.**
2. At all meetings of the vestry, seven (7) vestry members, of whom one must be the Senior Warden or the Junior Warden, shall constitute a quorum. A lesser number must adjourn.

## ARTICLE V

### Ministers

**Section 1. Vacancies.** When the position of Rector becomes vacant in the Parish, the Wardens shall promptly notify and consult with the Bishop of the Diocese with respect to the appointment of an interim minister for the maintenance of divine services and the pastoral care of the congregation. The vestry shall also consult with the Bishop with respect to the procedure to be followed in the selection and call of a new Rector.

**Section 2. Election of the Rector.** The election of a Rector shall require the approval of the Bishop and the affirmative vote of three-fourths of the lay members of the vestry.

No commitment shall be made by the vestry to anyone under consideration as a prospective Rector, nor shall any formal call be issued, until the name of the cleric under consideration as Rector has been made known to the bishop for his or her judgment. If the Bishop has not responded within thirty days, or such additional time as has been agreed upon, from the date of notice to the Bishop, the vestry may proceed with the commitment and call. In case the Bishop objects to the Vestry's choice, a second meeting of the vestry shall be held and the person first proposed can be elected only upon an affirmative vote of three-fourths of the lay members of the vestry. If the requisite three-fourths is not obtained, the same procedure shall be repeated for the election of another candidate.

**Section 3. Selection of Assistant Minister.** In the selection of an assistant minister, the Rector shall consult with the Bishop and the Rector and the Bishop shall agree upon a list containing names of qualified persons. The Rector shall then nominate to the vestry, from the list, the name of the person chosen by the Rector to serve as an assistant. The appointment of any assistant minister shall require an affirmative vote of a majority of the entire vestry. The terms of employment of an assistant shall, subject to these by-laws and Canons of the Diocese, be determined by the Vestry and incorporated in a written agreement, which shall be signed and sent to the Bishop within ten (10) days of the election. The Bishop's satisfaction with the appointment shall be recorded by the Secretary of the Diocese.

**Section 4. Non-stipendiary Assistants.** The Rector, with prior written notice to the Bishop, may appoint one or more non-stipendiary assistants from among clergy canonically resident in the Diocese, or who are in good standing and who are currently licensed to officiate in the Diocese.

## ARTICLE VI

### Officers

**Section 1. Number:** The officers of the Parish shall consist of a Rector, two Wardens, a Clerk and a Treasurer, who shall be members of the vestry.

**Section 2. Rector.** The Rector shall be the president and principal executive officer of the Parish and, subject to the direction and under the supervision of the Vestry, shall have general charge of the business, affairs and property of the Parish. The Rector, subject to the Rubrics of the Book of Common Prayer, the Constitution and Canons of the Church and of the Diocese, and to the godly counsel of the Bishop, shall have control of the worship and spiritual jurisdiction of the Parish, and shall discharge the duties set forth in the Canons of the Church and of the Diocese. For the purposes of his or her office, and for the discharge of all functions and duties thereof, the Rector, ex-officio, shall preside at and have the right to vote at any Parish or vestry meeting. No action shall be taken at a vestry meeting in the absence of the Rector or a Warden.

**Section 3. Senior Warden.** The Senior Warden shall be the senior lay officer of the Parish. The Senior Warden shall be a communicant in good standing and a member of the vestry. In the absence of the Rector, the Senior Warden shall perform the administrative duties of the office as set forth in the Canons of the Church and such other duties as may be assigned by the Vestry.

**Section 4. Junior Warden.** The Junior Warden shall assist the Senior Warden and the Rector in the affairs of the Parish. The Junior Warden shall be a communicant in good standing and a member of the Vestry.

**Section 5. Clerk.** The Clerk shall act as Secretary of all meetings of the Parish and of the Vestry.

**Section 6. Treasurer.** The Treasurer shall have the care and custody of the funds of the Parish, subject to the control of the vestry. The Treasurer shall be bonded in an amount and by a surety approved by the vestry.

## ARTICLE VII

### Nominating Committee

The following shall be the process for nominating candidates to serve as Wardens, Officers, Vestry Members and Lay Delegates.

**Section 1. Formation.** No later than two months after the date of the Annual Meeting, the Senior Warden, or the Junior Warden if the Senior Warden is not available, shall appoint two Vestry members to serve as Chair and Co-chair of the Nominating Committee. The two chairs shall select a nominating committee of at least three and not more than five parish members, other than members of the Vestry, to propose candidates to stand for election at the next Annual Meeting. The members of the committee shall be representative of the Parish and its various Sunday services. The committee shall be presented to the Vestry at the next scheduled Vestry meeting following the formation of the committee. Members of the nominating committee are eligible to stand for election if otherwise eligible.

**Section 2.** The Nominating Committee members shall educate themselves about the duties of the various offices to fill and any special needs or talents required by the Vestry. The committee shall also be responsible for educating the members of the parish, as appropriate.

**Section 3.** The committee will consult with the Rector, Vestry and other parish members, early in their deliberations to receive their input, guidance and thoughts. The committee then shall gather the names of potential nominees qualified and willing to stand for election and also shall seek out parishioners whose competence, active support of the parish and good faith qualify them to serve as lay leaders.

Having obtained the consent of those nominated and an expression of willingness to serve if elected, the Nominating Committee shall propose:

1. At least one person for election as Senior Warden
2. At least one person for election as Junior Warden
3. At least one person to serve as Clerk
4. At least one person for Treasurer
5. The required number or more for election to the positions of Delegates and Alternates to the Diocesan convention
6. Wherever possible there should be more nominees than available positions for non-officer Vestry positions.

The Rector and the vestry shall vet the list of nominees at least 30 days before the annual meeting. The final list of nominees and their short biographies shall be made available to the membership no less than one week before the annual meeting. The results of the election for wardens and other officers must be forwarded to the Bishop within 15 days of the election.

## ARTICLE VIII

### Business Methods

**Section 1. Transfer or Encumbrance.** The Parish shall not transfer or encumber real property or any part thereof without first obtaining the written consent of the Bishop and the Standing Committee of the Diocese.

**Section 2. Indebtedness.** The Parish shall not become liable in respect of any indebtedness without first obtaining the written consent of the Bishop and the Standing Committee of the Diocese, except for unsecured current liabilities incurred in the ordinary course which in the aggregate do not exceed ten percent of the average annual receipts of the Parish during the three preceding calendar years.

**Section 3. Trust.** All real and personal property held by or for the benefit of the Parish is held in trust for the Church and the Diocese.

**Section 4. Endowment Funds.** The endowment funds of the Parish shall be deposited with a national or state bank, the Diocesan Investment Trust, or other agency approved by the Commission on Finance of the Diocese, and shall be held under agreements providing for at least two signatures for the withdrawal of funds. The Parish shall maintain records of all trust and permanent funds showing the source, date and terms governing the use of principal and income.

**Section 5. Accounts.** The Parish shall maintain books of account in order to provide the basis for satisfactory accounting. The Parish shall prepare annual reports in the form proscribed by the general convention for each preceding year ending December 31. The reports shall be sent to the Bishop in duplicate no later than February 1.

**Section 6. Register.** The Parish shall maintain a Parish register, kept by the cleric or a warden. The Register shall record all activity of the Parish and contain (a) a record of all baptisms, confirmations, receptions, marriages, and burials solemnized in the Parish or mission which shall include (i) a list of persons confirmed in the Parish (ii) the names and dates of birth of the persons baptized together with the names of parents and sponsors or

witnesses; and (iii) the names of persons married or buried, and the date of every such rite performed; and (b) the names of all communicants with the date of their reception, death, or removal. This book shall be preserved as part of the records of the Parish or mission. This register shall be available at all times to the Bishop for his examination at each visitation and at all reasonable times be available for examination by the members of the Vestry, the Bishop or any person designated by the Bishop.

**Section 7. Audits.** All accounts of the Parish shall be audited annually by a certified public accountant or by such audit committee as shall be approved by the Commission on Finance of the Diocese.

**Section 8. Insurance.** The Parish shall maintain adequate insurance coverage.

## ARTICLE IX

### Notices

**Section 1. How Delivered.** Whenever under the provisions of the Rhode Island nonprofit corporation act or of the articles of incorporation or of these by-laws written notice is required to be given to any person, such notice may be given by mail, addressed to such person at his or her address as it appears in the records of the Corporation, with postage thereon prepaid, and such notice will be deemed to be delivered if mailed, at the time when the same will be deposited in the United States mail in the State of Rhode Island. Notice may also be given by telegram or personally to any member of the vestry.

**Section 2. Waivers of Notice.** Whenever any notice is required to be given under the provisions of the Rhode Island non-profit corporation act or the articles of incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## ARTICLE X

### Seal

The corporate seal will have inscribed upon it the name of the Parish and such other appropriate language as may be prescribed by the Rhode Island non-profit corporation act or from time to time by the vestry.

## ARTICLE XI

### Fiscal Year

The fiscal year of the Parish shall be the calendar year.

## ARTICLE XII

### Conflicts Of Interest

If any member of the vestry, officer or employee of the Parish shall be interested either directly or indirectly, or shall be a director, officer or employee of or have an ownership interest (other than as the owner of less than one percent of the shares of a publicly-held corporation) in any firm or corporation interested directly or indirectly in any contract with the Parish, such interest will be disclosed to the Parish and set forth in the minutes of the Parish, and the member of the vestry, officer or employee having such interest therein will not participate on behalf of the Parish in the authorization of any such contract.

## ARTICLE XIII

### Indemnification

**Section 1. Agreement of Parish.** In order to induce the directors and officers of the Parish to serve as such, the Parish adopts this by-law and agrees to provide the directors and officers of the Parish with the benefits contemplated hereby.

**Section 2. Persons Entitled to Benefits.** This paragraph will apply, and the benefits hereof will be available, to each director and officer of the Parish who serves the Parish as such without the need for other proof that the director or officer has accepted the provisions of this Article.

**Section 3. Definitions.** As used herein, the following terms will have the following respective meanings:

"Covered Act" means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the Parish and while serving as such or while serving at the request of the Parish as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

"Director" means a member of the vestry of the Parish. "Excluded Claim" has the meaning set forth in Section 6, hereof.

"Expenses" means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

"Indemnified Person" means any member of the vestry or officer of the Parish who serves the Parish as directors or officer.

"Loss" means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

**Section 4. Indemnification.** Subject to the exclusions hereinafter set forth, the Parish will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

**Section 5. Advance Payment of Expenses.** The Parish will pay the Expense of the Indemnified Person as such time and from time to time as the Indemnified Person may request in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors' and officers' liability insurance (or equivalent insurance known by another term) maintained by the Parish. The advance payment of Expenses will be subject to the Indemnified Person's agreement with the Parish (evidenced by the Indemnified Person's acceptance of an advance payment or, if requested, a prior agreement in writing) to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was not entitled to indemnity by reason of the provisions of Section 9.

**Section 6. Exclusions.** The Parish will not be liable to pay any Loss or Expenses (an "Excluded Claim"):

- a. With respect to a Proceeding in which a final non-appealable judgment or adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Parish (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person's duty of loyalty to the Parish or its members;  
(ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or  
(iii) any transaction from which the Indemnified Person derived an improper personal benefit; or
- b. If a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

**Section 7. Notice to Parish.** Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Parish under these Canons, notify the Parish of the commencement thereof. Failure to promptly notify the Parish will not adversely affect the Indemnified Person's right to indemnification hereunder unless and only to the extent that the Parish is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Parish has any directors' and officers' liability insurance in effect, the Parish will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Parish will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

**Section 8. Indemnification Procedures.** (a) Payments on account of the Parish's indemnity against Loss will be made by the Treasurer of the Parish except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Parish so determines that the Loss results from an Excluded Claim (although no such determination is required by the Parish hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

- (i) By the vestry by a majority vote of a quorum consisting of members not at the time parties to the Proceeding; or If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the vestry duly designated to act in the matter by a majority vote of the full

vestry (in which designation members who are parties to the Proceeding may participate) consisting solely of three or more directors not at the time parties to the Proceeding; or

(ii) by independent legal counsel designated: (A) by the vestry in the manner described in clause (i) of this subparagraph (a), or by a committee of the vestry established in the manner described in clause (ii) of this subparagraph (a), or (b) if the requisite quorum of the full Council cannot be obtained therefore and a committee cannot be so established, by a majority vote of the full vestry (in which designation members who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the vestry except if, in the specified case, a determination is made pursuant to Section 8(a) above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

(c) The Parish will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Diocese would have the power to indemnify such Indemnified Person against such liability under the provisions of this paragraph. The Parish will be subrogated to the rights of such Indemnified Person to the extent that the Parish has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

**Section 9. Settlement.** The Parish will have no obligation to indemnify the Indemnified person under this paragraph for any amounts paid in settlement of any Proceeding affected without the Parish's prior written consent. The Parish will not unreasonably withhold or delay its consent to any proposed settlement. If the Parish so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrefutably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Parish reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Parish, without prejudice to the Indemnified Person's rights to indemnification in the event the Diocese does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

**Section 10. Rights Not Exclusive.** The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested trustees or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Diocese as an Indemnified Person.

**Section 11. Enforcement.** (a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 8 hereof. (b) In the event that any action is instituted by the Indemnified Person under the Canons, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such section was not made in good faith or was frivolous.

**Section 12. Severability.** If any provision of this Article is determined by a court to require the Parish to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

**Section 13. Successor and Assigns.** The provisions of this Article will be (a) binding upon all successors and assigns of the Parish (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

**Section 14. Amendment.** No amendment or termination of this Canon will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event; will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

## ARTICLE XIV

## **Merger and Dissolution**

Section 1: Dissolution or Merger. The Parish shall provide a written reason and plan for the proposed dissolution or merger to the Bishop and the Standing Committee. The Parish shall obtain the prior written consent of the Bishop and the Standing Committee for the dissolution or merger of the Parish.

## **ARTICLE XV**

### **Amendments to the By-laws.**

**Section 1 Amendments.** The Parish shall obtain the written approval of the Bishop and the Standing Committee for any amendment to the by-laws. The Parish shall provide to the Bishop and the Standing Committee a written statement for the reason for any proposed amendment.