

CENTERS FOR SPIRITUAL LIVING

MEMBER COMMUNITY AGREEMENT

Member Community Name: _____
Member Community Address: _____
City / State or Province / Country: _____
Member Community Phone: _____
Member Community Email: _____

Spiritual Leader / Senior Minister Name: _____
Phone: _____
Email: _____

Board / Trustee / Council President Name: _____
Phone: _____
Email: _____

Board / Trustee / Council Secretary Name: _____
Phone: _____
Email: _____

This Member Community Agreement ("**MCA**" or "**Agreement**"), entered into on the date set forth in Section Seven below, establishes a relationship of mutual commitment, benefit, and support between the above-named Member Community ("**Member Community**") and Centers for Spiritual Living, a Colorado nonprofit corporation ("**Organization**" or "**CSL**").

The Vision and Intention for this relationship is outlined in the Organizational Design Model ("ODM") of Centers for Spiritual Living, which is incorporated herein by reference. Any changes or amendments to the ODM ratified by CSL Member Communities at a duly called meeting shall automatically be considered part of this Agreement.

We are one Organization with many locations. Every Member Community and aspect of our Organization serves as a point of inspiration and dynamic influence for our shared Vision. We express this Vision through compassionate service to our members and to the world.

Through the development and support of the Organization, with many locations throughout the world, we teach and practice the Science of Mind®. We provide training and support for leaders at all levels, educational materials, publications, and inspiration and guidance.

We value the constituencies within our extended community, expecting each to have a voice and place in our expansion and empowering them to contribute to the evolution of our organization. Our rich expression as a spiritual community cultivates leaders, and our intention is to generate an abundance of spiritual leaders to assist in the spiritual evolution of humanity.

We practice clear standards of conduct based on our Vision and align with our Shared Values and Guiding Principles, which are clearly articulated for ministers, practitioners, and laity.

Our mediation and peacemaking activities encourage the embracing of these standards, creating an environment in which honest reflection and growth result.

In our Global Vision, as outlined in the ODM, *we envision humanity awakening to its spiritual magnificence and discovering the creative power of thought; a world where each and every person discovers their own personal power and ability to create an individual life that works within a world that works for everyone.*

The foregoing Vision and Intention statements articulate the spiritual foundation of this relationship. The following Sections set forth the governance and operational obligations of our mutual agreement.

INTRODUCTION

A. Member Communities of Centers for Spiritual Living shall include, but are not limited to, those communities, churches, centers/centres, teaching chapters, teaching centers, and focus ministries affiliated with the Organization that are operating and are in Good Standing (see Section Three for definition) in accordance with this Agreement.

B. Centers for Spiritual Living is a global organization comprised of individuals and Member Communities committed to living consciously as expressions of Spirit. The foundation upon which the Organization stands is the ageless spiritual principles passed down through the millennia and synthesized in the teachings of the Science of Mind. We honor and respect each other and all creation. We are known for the love we share throughout our Member Communities and the world, and we stand together in a shared commitment and devotion to our spiritual principles, practices, and values.

C. The Member Community, whose name appears above, desires to be affiliated with Centers for Spiritual Living as a Member Community on the basis that it subscribes to the Global Vision, Guiding Principles, Shared Values, Culture, and Intentions as expressed in the Organization's ODM and Bylaws and will continue to subscribe to these.

SECTION ONE – COMMUNITY MEMBER TERMS

The Member Community agrees to:

- 1.1. Consciously align with the teachings and practices of the Science of Mind®, sharing those teachings and offering transformational consciousness to the world.
- 1.2. Honor and abide by the Global Vision, Guiding Principles, Shared Values, Culture, and Intentions as expressed in Centers for Spiritual Living's ODM and Bylaws, Codes of Ethics, Professional Standards, and Policies & Procedures Manual put forth by the Organization for Member Communities, Education, Ministers, Practitioners, and Laity.
- 1.3. Embrace and support shared leadership by encouraging gifted, talented, and committed individuals into meaningful influence and service with Centers for Spiritual Living; participate in an open system that encourages the participation of qualified individuals or groups in all ministries, programs, and processes of governance; and cultivate spiritual leaders to assist in supporting the Organization and the spiritual evolution of humanity.
- 1.4. For U.S. Member Communities, ensure that if the Member Community is exempt from federal taxation under the Organization's group exemption, the Member Community's Bylaws are consistent with the requirements of Section 501(c)(3) of the Internal Revenue Code and indicate that the Member Community is affiliated with Centers for Spiritual Living.

SECTION TWO – AGREEMENTS

Based on the foregoing, Centers for Spiritual Living and the Member Community agree as follows:

- 2.1. The Organization agrees that the Member Community shall have all the rights and privileges provided for in the Bylaws of the Organization relating to Member Community status. It is specifically agreed that the Member Community's status as a member of the Organization derives from this Member Community Agreement.
- 2.2. The Member Community shall adhere to all applicable country, state, province, or local laws in the jurisdiction in which it resides. The Member Community shall maintain necessary legal status, insurance coverage, and prudent business practices as may be prescribed in the Bylaws, ODM, and Policies & Procedures Manual of the Organization. The Member Community shall maintain appropriate safeguarding, risk management, and data protection policies consistent with applicable laws and the standards prescribed in the Organization's Policies & Procedures Manual.
- 2.3. The Member Community agrees to maintain current and accurate contact information with Centers for Spiritual Living, including spiritual leadership, board chair/president, and secretary names, email addresses, mailing address, and phone numbers. The Member Community shall designate at least one primary contact responsible for receiving and distributing official

communications from the Organization and shall subscribe to and review official communications issued by the Organization, including newsletters, governance updates, and required notices, to remain informed and engaged in organizational matters.

2.4. The Member Community is entitled and encouraged to teach, pursuant to policies and procedures, certificated classes provided by or otherwise approved by Centers for Spiritual Living, along with additional enrichment classes aligned with the teachings of the Science of Mind and the Shared Values and Guiding Principles of the Organization. Students will receive appropriate recognition, certificates, and diplomas issued by the Organization upon receipt of the applicable Education Fee and the Member Community's timely report of student completion. The Organization provides professional licensing of practitioners, and licensing and ordination of ministers, when requisite qualifications are met, and the prospective practitioner or minister is affiliated with a Member Community of the Organization.

2.5. As a spiritual community grounded in the One Life and guided by the eternal flow of Divine Good, we understand that giving is not merely an action; it is a consciousness. It is a sacred affirmation that we live in an abundant Universe, where circulation is the natural expression of Spirit. In this awareness, we enter into Shared Abundance together. As such, the Member Community is expected to support the Organization in an amount that reflects its current highest commitment to shared abundance, with a suggested amount of 10% of its income. Financial participation as described is a condition of Good Standing.

Conscious Giving supports the magazine, licensing, and educational operations of CSL; the Ethics department and Global Support Services, including transition support and mediation for board and ministerial matters; Global Programs and global community development; and regional and social media marketing that builds awareness of Science of Mind in local communities. Conscious Giving embodies a conscious shift from “each community alone” to “we rise together” through the Law of Circulation.

2.6. The Member Community shall submit an Annual Report (forms provided annually) by the due date established by the Organization, so that delegates vote at the Annual Meeting and any Special Meeting may be certified in a timely manner. The Annual Report shall include the Member Community's estimated budget and pledge for Conscious Giving for next year.

2.7. In the same spirit of the Law of Circulation, the Home Office practices Conscious Giving as well, returning 10% of community-supported contributions back to the wider movement through various CSL support programs and other giving, ensuring that all communities thrive and that the Science of Mind movement grows. This practice completes the sacred circle of generosity: what flows in, flows out; what is given in love, returns multiplied.

2.8. The Organization agrees to maintain and expand its spiritual communities, ministries, programs, projects, and activities for the purposes of benefiting the Member Community and extending the teachings and practices of the Science of Mind, always in alignment with the Bylaws, the Global Vision, Guiding Principles and Practices, Shared Values, Culture, and Intentions of the ODM. The Organization agrees to function according to sound business practices, which includes the regular reporting of financial statements in complete transparency, and to be a good steward of its spiritual, human, financial, and creative resources.

2.9. The Member Community, when in Good Standing as defined below in Section Three, shall retain access to organizational services, voting privileges, credentialing for practitioners and ministers, trademarks, and participation in governance processes as defined in the Bylaws and Policies & Procedures Manual.

2.10. In order to allow the Organization to monitor its trademarks as required by law and to ensure proper usage of brand identity materials, the Member Community agrees to follow branding guidelines provided by CSL and, upon reasonable request, to furnish samples of any written and electronic media and transcripts from any print, electronic, broadcast, social media, livestreamed, recorded, and online content that bears or uses the Organization's branded identity materials, trademarks, curriculum, or intellectual property.

2.11. A U.S. Member Community in Good Standing is included under the U.S. Federal Group Exemption Letter that the Organization maintains and administers, recognizing the tax-exempt status of the Organization and its Member Communities under Section 501(c)(3) of the Internal Revenue Code. Nothing in this Agreement precludes a Member Community from obtaining and using its own U.S. Federal tax-exempt 501(c)(3) status; in such case, the Member Community shall promptly notify the Organization. The Organization will, upon request, supply a copy of its U.S. Federal Group Exemption Letter.

SECTION THREE – GOOD STANDING

3.1. The Member Community intends to remain in Good Standing with Centers for Spiritual Living, as delineated here in this Section Three.

3.2. A Member Community is considered to be in Good Standing when it meets all of the following criteria:

- 3.2.1. Financial Compliance: The Member Community is current on all financial obligations to the Organization, including Conscious Giving contributions as described in Section 2.5.
- 3.2.2. Reporting Compliance: The Member Community has submitted all required reports by the applicable deadlines, including the Annual Report and any other reporting required by the Organization's Policies & Procedures Manual.
- 3.2.3. Communication Compliance: The Member Community maintains current contact information with the Organization and has designated a primary contact for official communications.
- 3.2.4. Governance Compliance: The Member Community operates in accordance with its own duly adopted Bylaws, and in alignment with the Organization's Bylaws, ODM, Codes of Ethics, and Policies & Procedures Manual.
- 3.2.5. Legal and Ethical Compliance: The Member Community is in compliance with all applicable laws in its jurisdiction and with the Organization's Codes of Ethics, Professional Standards, and Policies & Procedures Manual.
- 3.2.6. Operational Integrity: The Member Community maintains appropriate incorporation status and insurance coverage.

3.3. The Organization shall notify the Member Community in writing if it is determined to be out of Good Standing, specifying the basis for such determination and providing an opportunity to correct as described in Section Four.

SECTION FOUR – DEFICIENCY, PROBATION, AND TERMINATION OF MEMBER COMMUNITY AGREEMENT

The following graduated process is intended to provide fair notice, a reasonable opportunity to remedy deficiencies, and clear consequences when a Member Community fails to maintain Good Standing.

4.1 Notice of Deficiency

If the Organization identifies that the Member Community has failed to meet one or more Good Standing criteria, it shall issue a written Notice of Deficiency to the Member Community's designated primary contact and board president. The Notice shall:

- Identify the specific criteria not met
- State the date by which the deficiency must be corrected (the "Correction Period"), which shall be not less than sixty (60) days from the date of the Notice, unless the nature of the deficiency requires shorter notice for the protection of the Organization, its members, or the public; and
- Describe the consequences of failing to correct the deficiency within the Correction Period.

4.2 Correction Period

During the Correction Period, the Member Community shall have the opportunity to remedy the identified deficiency. The Member Community may request a meeting with Organization leadership to discuss the deficiency and develop a remediation plan. The Organization shall act in good faith and in the spirit of mutual support in assisting the Member Community to return to Good Standing.

4.3 Probationary Status

If a Member Community fails to correct the identified deficiency within the Correction Period, the Organization may place the Member Community on Probationary Status. During Probationary Status:

- The Member Community's voting privileges may be suspended;
- The Member Community may be restricted from certain organizational services and programs, as determined by the Organization;
- The Member Community shall be provided with a written Probation Notice specifying the duration of Probationary Status, which shall not exceed one hundred eighty (180) days unless extended by mutual written agreement; and

- The Member Community shall have an opportunity to correct all outstanding deficiencies and return to Good Standing during the Probationary Period.

4.4 Suspension of Privileges

In cases involving potential harm to the Organization, its members, or the public, or in cases of serious ethical violations, the Organization may suspend some or all privileges associated with Member Community status with shorter or immediate notice than that provided elsewhere in this Section. Privileges may be reinstated following an investigation and resolution of the violations under this Section and the Organization's Policies & Procedures Manual.

4.5 Termination of Member Community Agreement

The agreement between Centers for Spiritual Living and the Member Community may be terminated:

- By the Member Community, upon thirty (30) days' written notice to the Organization, and after having followed the guidelines in the Organization's Bylaws.
- By the Organization, if the Member Community fails to correct all outstanding deficiencies and return to Good Standing by the end of the Probationary Period described in Section 4.3, which shall not exceed one hundred eighty (180) days unless extended by mutual written agreement; or
- By the Organization, upon thirty (30) days' written notice to the Member Community, and upon such grounds and procedures as are set forth in the ratified edition of the Centers for Spiritual Living Bylaws current at the time of the termination.

Upon termination, all rights and privileges associated with Member Community status shall cease, and the Member Community shall immediately cease the use of and remove all references to Centers for Spiritual Living, Science of Mind® trademarked, and the Organization's brand identity materials including all educational curricula and other forms of educational materials from all public and internal communications, signage, and digital and physical presence.

SECTION FIVE – ASSETS AND LIABILITIES OF THE PARTIES

5.1. Both the Organization and the Member Community understand and agree that neither of them claims nor shall have any right, title, or interest in the assets or properties of the other, and that neither of them shall be nor become responsible for the liabilities of the other, or for the performance of any of the obligations presently existing or that may be incurred by the other.

5.2. The Member Community agrees to hold harmless and indemnify Centers for Spiritual Living in accordance with the Policies & Procedures Manual of the Organization.

5.3. The Member Community acknowledges that Centers for Spiritual Living does not provide any insurance coverage for the Member Community and shall, at its own expense, obtain and maintain

appropriate liability insurance, including at minimum such coverage types and limits as may be prescribed in the Organization's Policies & Procedures Manual.

SECTION SIX – DISPUTE RESOLUTION

6.1. The parties are committed to resolving disputes in a spirit of prayerful, principled, and good-faith dialogue consistent with the Organization's values.

6.2. Prior to initiating formal legal action, the parties agree to first engage in good-faith mediation conducted by a mutually agreed upon neutral mediator. The requesting party shall provide written notice of the dispute, and the parties shall commence mediation within forty-five (45) days of that notice unless otherwise agreed in writing.

6.3. If mediation does not resolve the dispute within ninety (90) days (or such extended period as the parties may agree in writing), either party may pursue binding arbitration or litigation as permitted by applicable law.

6.4. The venue for any legal disputes between Centers for Spiritual Living and its Member Communities shall be in the State of Colorado. Legal disputes shall be resolved in accordance with the internal laws of the State of Colorado, without regard to conflicts-of-law principles.

6.5. Nothing in this Section shall preclude the Organization or the Member Community from seeking immediate injunctive or equitable relief from a court of competent jurisdiction to protect its intellectual property rights, trademarks, or other legitimate interests pending the outcome of mediation or arbitration.

SECTION SEVEN – DULY AUTHORIZED AGREEMENT

7.1. The Member Community hereby adopts and agrees to be bound by this Agreement. The undersigned representatives of the Member Community hereby attest that this Agreement has been duly approved by the Member Community's Board, Trustees, or Council and that the signatories below are empowered to sign on behalf of the Member Community.

7.2. Centers for Spiritual Living hereby adopts and agrees to be bound by this Member Community Agreement. The undersigned representatives of the Organization hereby attest that this Member Community Agreement has been approved by the Leadership Council of the Organization and that the signatories below are empowered to sign on behalf of the Organization.

7.3. This Agreement, together with the ODM and the Policies & Procedures Manual incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations relating thereto.

7.4. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

In witness whereof, the undersigned have executed this Agreement as the duly authorized representatives of their respective organizations as of the date last signed below.

MEMBER COMMUNITY

By: _____ **Date:** _____
Spiritual Leader / Senior Minister

By: _____ **Date:** _____
Board / Trustees / Council President

By: _____ **Date:** _____
Board / Trustees / Council Secretary

CENTERS FOR SPIRITUAL LIVING

By: _____ **Date:** _____
Executive Director

By: _____ **Date:** _____
Leadership Council Chair