

DECOLORES MINISTRIES, INC. SECRETARIAT AGREEMENT

This Secretariat Agreement is made this _____ day of _____, _____ by and between National DeColores Ministries, Inc. a Michigan non-profit corporation ("National") of Grand Rapids, Michigan, and _____, "Local") of _____.

PRELIMINARY STATEMENT

- A. National DeColores Ministries, Inc. is an organization with the express purpose of strengthening the desire for greater lay activity in Christian churches. DeColores is not to be considered as a substitute for the church, however, it is an extension of the church supported by Christians from local church communities. The ministry's intent is to lay a foundation for a Christian life by calling people to a renewed faith and/or conversion to Christ. It does not seek church status.
- B. DeColores subscribes to the Nicene Creed, apostles Creed and/or Athanasian Creed. It welcomes all those seeking a deeper faith in Jesus Christ. The weekend activities are designed to reinforce individual commitment to Christ through piety, study and action. Although DeColores has maintained much of the Cursillo dynamics, it is a separate organization with no affiliation other than support.
- C. This Secretariat Agreement is meant to protect the norms and uniqueness of the DeColores ministry, which is developed around a weekend of sixteen talks, meditations and celebration of the three days, plus the apostleship of the fourth day activities, including ultreyas and reunions. The weekend is not a retreat. The atmosphere differs greatly from most retreats as the teachings of Christ are discussed in a joyful climate with song and lighter sessions.
- D. Local desires to affiliate with National and National is willing to affiliate with Local and permit the use of the service mark on and subject to the terms and conditions set forth in this Secretariat Agreement.

DEFINITIONS

The following terms as used in this Secretariat Agreement shall be defined as follows:

Secretariat: The governing body of local, which represents the DeColores community in a particular area

DeColores Community: All persons in Local's area who have completed a DeColores weekend, a Catholic Cursillo or substantially similar weekend in the Cursillo tradition.

Rector/Rectoress: The lay leader of a DeColores weekend.

Service Mark: The name National DeColores Ministries which is owned by and may or may not be the subject of a service mark, trademark, or other form of registration by National.

AGREEMENT

In consideration of the facts as set forth in the preliminary statement above and the mutual promises set forth in the preliminary statement above and the mutual promises set forth below, National and Local agree as follows:

I. NATURE OF RELATIONSHIP

1.1 Purpose

National and Local agree to affiliate with one another for the purpose of promoting greater lay activity in local Christian churches and to call persons to a renewed faith or to a conversion to Jesus Christ. It is intended that this purpose shall be accomplished by means of the DeColores ministry and method.

1.2 Use of Service Mark

Local acknowledges and understands that the service mark is owned by National and that Secretariat will not make any use of the mark except in accordance with the terms and conditions of this Secretariat Agreement.

1.3 Relationship of Parties

National and Local are not joint ventures, partners, agents, employees or fiduciaries of one another. Neither shall have the authority to bind or obligate the other except as specifically set forth in this Secretariat Agreement.

II. RESPONSIBILITIES OF NATIONAL

2.1 Functions of National. National shall:

- (a) Promote the activities of the DeColores ministry;
- (b) Facilitate, encourage and coordinate communication among secretariats and between National and local secretariats.
- (c) Encourage, promote and support outreach efforts by local secretariats, including providing financial assistance for outreach activities, if possible;
- (d) Provide consistent general guidance to local secretariats;
- (e) Develop and maintain materials and other resources for use by local secretariats;
- (f) Monitor compliance by local secretariats with their responsibilities under this Secretariat Agreement.

2.2 Rector/Rectoress Manual

- (a) National shall provide rector/rectoress manuals and rollo books to Local upon the request of Local and payment of a reasonable charge for the use of the manual.
- (b) All rector/rectoress manuals and rollo books shall remain the property of National and shall be returned to National upon termination of Local's affiliation with National.
- (c) No change can be made to the manual or rollo books without the approval of the governing body.
- (d) All weekends, including preparations for those weekends and follow-up, shall be conducted by Local in strict compliance with the manual.

III. RESPONSIBILITIES OF SECRETARIATS

3.1 Purpose

Local agrees to adhere to the following described purposes of the DeColores ministry:

- (a) To promote greater lay activity in local Christian churches and to call persons to a renewed faith or to a conversion to Christ.
- (b) To not seek church status, not to be a substitute for local Christian church involvement, and to not offer any sacrament.
- (c) To subscribe to the Apostles Creed, Nicene Creed and/or Athanasian Creed.

3.2 Tax Exempt Status

Local agrees to qualify itself as a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code as amended.

3.3 Financing

National will be financed primarily by assessments from its affiliated locals. Assessments will be \$2 per person for all candidates completing a weekend. The amount of the assessment may be changed by the Governing Body as its needs change by a majority vote at any Governing Body meeting. National shall make a reasonable charge to Locals for the sale of or use of materials or resources provided to Locals by National.

3.4 Organization

(a) Governing Body

Local agrees that it shall be governed by a body of persons known as the "secretariat". The secretariat shall be responsible for directing and promoting the ministry in its local area. The secretariat shall hold meetings on a regular basis with such frequency as will allow it to effectively direct and promote the ministry within its local area.

(b) Meetings

Local agrees that it shall select delegates to meetings of National's Governing Body in accordance with such procedure, as its secretariat shall itself establish. Local shall provide the names and addresses of those delegates to the National's secretary on or before the day of any Governing Body meeting.

(c) Implementation

Local agrees that it will establish its own bylaws. These bylaws shall include the responsibilities of Local as stated in this Agreement. Local may also include such other provisions in its bylaws as it sees necessary to strengthen its ministry in its local area. All provisions in the bylaws must be consistent with this Secretariat Agreement.

3.5 Weekend

(a) Selection of Rector and Rectoress:

(i) Qualifications: A Rector or rectoress shall at minimum:

(1) Have

(a) Completed at least three DeColores Ministries weekends as a team member, or

(b) Completed at least two DeColores Ministries weekends and one substantially similar weekend in the Cursillo tradition as a team member;

(2) Have been a Rollista on a DeColores weekend or have successfully completed a Fourth Day leadership training program;

(3) Be active in an organized Christian church;

(4) Have been a member of the DeColores community for at least three years;

(5) Be a person whose life typically exemplifies the De Colores ministry; and

(6) Shall not have served previously as a rector or rectoress within the preceding five years, provided that this rule shall not apply to the selection of a rector or rectoress for the prison or travel weekend.

(ii) Selection Process

(1) Local's secretariat shall select the rector and rectoress for each weekend; and

(2) Names of candidates for rector and rectoress may be submitted to Local's secretariat by any member of the Local DeColores community.

(iii) Meeting with the President

A rector/rectoress shall meet with the President and Vice President (or any other person so designated by the President) for the purpose of evaluating their planned weekend, the composition of the team, the date, the location, and their conformance with guidelines. At this meeting the rector/rectoress shall direct the attention of the President to any potential conflict with those guidelines.

(b) Spiritual Directors' Qualifications

(i) Ordination At least one of the spiritual directors shall have been ordained or its equivalent by an organized Christian church. It is preferred that both clergy be so ordained. A spiritual director shall subscribe to the Apostles Creed, the Nicene Creed and/or Athanasian Creed as prescribed in the Preamble of the Bylaws of National.

(ii) Attendance A spiritual director must first have completed a DeColores, Catholic Cursillo, or substantially similar weekend in the Cursillo tradition as a candidate.

(c) Team

(i) Team Selection

(1) Every team member must have completed a DeColores, or substantially similar weekend in the Cursillo tradition as a candidate.

(2) A team member shall be active in an organized Christian church.

(3) The team shall represent a cross-section of geography, marital status, denominations, races and experienced and inexperienced members of the DeColores Community.

(4) All team members have an obligation to attend all team meetings and follow-up meetings.

(5) With the exception of spiritual directors, all team members shall be of the same gender as the candidates on the weekend.

(ii) Positions The team shall consist of the following:

- (1) Rector/Rectoress (shall give the Total Security rollo)
- (2) Co-rector/Co-rectoress (shall give a rollo)
- (3) At least two Spiritual Directors
- (4) Eight additional Rollistas
- (5) Coordinators
- (6) Cha Chas
- (7) Auxillaries
- (8) Musicians/Song Leaders

The number of Spiritual Directors, Coordinators, Cha Chas, Auxiliaries, Musicians/Song Leaders can be prescribed by the Local's secretariat.

(iii) Co-Rector/Co-Rectoress

- (1) The co-rector/co-rectoress will assume responsibility for the weekend if the rector/rectoress is unable to remain in that position.
- (2) The co-rector/co-rectoress shall meet the same qualifications as the rector/rectoress.
- (3) The co-rector/co-rectoress may serve in that position more than once.

(d) Conduct of Weekend

(I) Rollos The following structured talks are known as rollos and shall be given in the following order on the day indicated. No other rollos shall be given.

- (1) Ideal - Friday
- (2) Grace * - Friday
- (3) Laity - Friday
- (4) Faith * - Friday
- (5) Piety - Friday
- (6) Study - Saturday
- (7) The Word * - Saturday
- (8) Sacraments * - Saturday
- (9) Action - Saturday
- (10) Obstacles to Grace * - Saturday
- (11) Leaders - Saturday
- (12) Environment - Sunday
- (13) Life in Grace * - Sunday
- (14) Christian Community in Action - Sunday
- (15) Fourth Day - Sunday
- (16) Total Security - Sunday

* = Spiritual Director's rollos which shall be given by a Spiritual Director or with the prior approval of the Secretariat or its President, some other person who meets the qualifications for a Spiritual Director as set forth in 3.5 (b). All other rollos are lay rollos and shall be given by lay people.

(ii) Meditations The following talks known as meditations shall be given at the following times:

- (1) Know Yourself - Thursday evening chapel visit;
- (2) Prodigal Child - Thursday evening chapel visit;
- (3) Three Glances of Christ - Friday morning chapel visit;
- (4) Figure of Christ - Saturday morning chapel visit;
- (5) Message of Christ - Sunday morning chapel visit.

(iii) Other talks A talk about the finances of a weekend (sometimes referred to as the "Money Talk") and a talk about the problem of relating to family members at home after a weekend (some times referred to as the "Going Home Talk") may be given on the weekend also. They are not rollos.

(iv) Strict Observances The rector/rectoress shall conduct the weekend strictly in accordance to this Section 3.5 (d) and the rector rectoress manual.

3.6 Trademark

Local shall comply with all applicable laws, regulations, rules and the like and shall obtain all appropriate e government approvals, licenses, permits

and so forth pertaining to the sale, distribution and advertising of goods and/or the rendering and advertising of services if in conjunction with the service mark. The service mark shall always include the subscript "TM".

IV. Termination

4.1 Corrective Action

(a) Grounds for action. When local's activities or conduct are alleged to be in violation of this Agreement, corrective action against Local can be initiated. Examples of such activities or conduct include, but are not limited to, the following:

(1) failure to conduct weekends at sufficient frequency in Local's area or otherwise fail to adequately promote the ministry in the local area; and

(2) failure to fulfill any of the responsibilities of Local as set forth in Article III of this Agreement.

(b) Initiation of action. National's Governing Body or any local secretariat may initiate corrective action against Local by submitting a written request for corrective action to National's President. A request for corrective action shall include:

(1) the name of the local against whom corrective action is sought; and
(2) the specific activities, conduct or omission constituting grounds for the request.

(c) Investigation. At the next meeting of National's Governing Body, including a special meeting called for that purpose, National's President shall appoint a four person committee to investigate any request pursuant to Section 4.1 (b) (the "Investigative Committee"). The members of the Investigative Committee must be approved by National's Governing Body. The Investigative committee shall consist of National's Spiritual Director (who shall be a non-voting member), and three members from other local secretariats who are not either making the request or the subject of the request for corrective action.

(d) Action by National. Within 60 days of it's appointment the Investigative Committee shall make a recommendation to National's Governing Body regarding the request for corrective action. Before making such recommendation, the Investigative Committee shall first afford a representative of the Local making the request and of the Local that is the subject of the request an opportunity to meet in person with the Committee. Action recommended by the Investigative Committee may include, without limitation:

- (1) That the request for corrective action be rejected;
- (2) That a letter of warning, a letter of admonition, or a letter of reprimand be issued;
- (3) That the affected local be put on probation with an opportunity to correct or cease the action or omission; and
- (4) That affiliation be terminated by the Governing Body.

National's Governing Body shall be free to accept, reject or modify the recommended action. It shall give notice of its proposed action to both the Local requesting the action and the Local which is the subject of the request.

(e) Appeal If either the Local requesting the action or the Local which is the subject of the request is dissatisfied with the action proposed to be taken by National, then such hearing before National's Governing Body at which the affected Local, the Local requesting the corrective action and the Investigative Committee shall have an opportunity to be heard.

- 4.2 Post-Termination Action Upon termination of this Agreement, Local shall (a) immediately discontinue all uses of the service mark and any term confusing similar thereto or a colorable imitation thereof,
(b) Delete the same from its corporate and/or business names of previously included, and
(c) Deliver to National all materials bearing the mark, including, without limitation, all rector/rectoress manuals.

V. Miscellaneous

- 5.1 Assignment This agreement shall not be assigned, sub-licensed or otherwise transferred by Local without the prior written consent of National.
- 5.2 Successors and Assigns This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of National and Local.
- 5.3 Amendment
(a) Any amendment to this Agreement may be proposed by any local secretariat. National's Governing Body shall then add the proposed amendment to the agenda of the Governing Body's next meeting, or at a special meeting of the Governing Body called pursuant to National's Bylaws for that purpose. A vote of 2/3 of the delegates in attendance is necessary to approve any proposed amendment.
- (b) Effect No amendment to this Agreement shall be valid unless first approved by the Governing Body in accordance with the procedure set for in subsection (a) above.
- 5.4 Governing Law This Agreement shall be governed by and constructed in accordance with the laws of the State of Michigan, and with respect to the use of the service mark, in accordance with the laws of the United States of America.
- 5.5 Severability The unenforceability of any term of this Agreement shall not affect the enforceability of any of the remaining terms of this Agreement.

IN WITNESS OF WHICH the parties have signed this agreement.

NATIONAL DECOLORES MINISTRIES, INC.

A Michigan non-profit corporation

By _____

By _____

Its _____

NATIONAL

LOCAL