

Jikishoan Policy #1 (March 2009)

Establishment of a Charter Branch

1. Aim of Policy:

1.1 This Policy is to encourage and support all Jikishoan Members in their practice and development and particularly for those belonging to an incorporated association which seeks to become a Charter Branch of Jikishoan Zen Buddhist Community Inc (Jikishoan Melbourne).

1.2 This Policy is in accordance with the following objectives of the Jikishoan Zen Buddhist Community Inc Rules under the Association Incorporation act 1983:

Objective ii) To establish a teaching program, practice program and a program of community activities for Jikishoan's members, and when necessary, to establish a training program, practice program and support system for assistant teachers.

Objective iv) To establish, under the guidance of the resident teacher, a Zen training structure including an administrative structure based upon Dogen Zenji's pure standard for Zen communities and upon other Soto Zen Buddhist guidelines, adapting them where necessary to meet local cultural requirements.

1.3 This Policy sets out the required procedures to be followed by an incorporated association in order to become a Charter Branch of Jikishoan Zen Buddhist Community Inc (the Program Provider).

1.4 As the Program Provider Jikishoan Melbourne will:

- i) assist an incorporated association to establish and deliver a program of practice, teaching and community activities to its local members using the administrative models and guidelines of Jikishoan Melbourne;
- ii) provide advice, guidance and training for development of suitable administrative systems and practice procedures to enable the incorporated association to independently manage its own affairs and conduct its own practice program; and
- iii) provide assistance with an application to become a Charter Branch of Jikishoan Zen Buddhist Community Inc.

2. Requirements Prior to an Application to become a Charter Branch:

2.1 The Applicant shall be an Incorporated Association under the Associations Incorporation

Act 1991 having fundamentally the same Rules, Aims and Objectives as those of Jikishoan Zen Buddhist Community Inc and these shall be included in the Rules of Incorporation documents of the Incorporated Association.

- 2.2 At least three Incorporated Association committee members (being elected office bearers) shall be registered members of the Incorporated Association as well as full members of Jikishoan Melbourne.
- 2.3 Jikishoan Melbourne membership application procedures must be followed to become a full member of Jikishoan Melbourne.
- 2.4 After an application for membership of Jikishoan Melbourne is approved, the Incorporated Association committee member shall pay the annual Membership Subscription fee and an Entrance Fee (Charter Member) to Jikishoan Melbourne to complete their registration.
- 2.5 The annual Membership Subscription fee shall be the same as the annual Membership Subscription fee of Jikishoan Melbourne.
- 2.6 The Entrance Fee (Charter Member) shall be the same as the Entrance Fee of Jikishoan Melbourne.

3. The Application:

- 3.1 Having fulfilled the requirements set out in Clause 2, the Applicant shall submit an Application Form (Appendix 1) to become a Charter Branch of Jikishoan Zen Buddhist Community Inc. The application will be decided by the Jikishoan Melbourne Committee.

4. Successful Applications:

- 4.1 Successful applicants shall enter into a Preliminary Jikishoan Charter Policy Agreement which may be modified to suit local requirements (see Section 7 - Model Preliminary Jikishoan Charter Policy Agreement).

5. Formal Review of the Preliminary Jikishoan Charter Policy Agreement:

- 5.1 The Preliminary Jikishoan Charter Policy Agreement shall be reviewed at the date specified by Jikishoan Melbourne in the agreement.

6. Establishment of full Jikishoan Charter Policy Agreement:

- 6.1 Following successful review of the Preliminary Jikishoan Charter Policy Agreement a standard Jikishoan Charter Policy Agreement shall be established which shall be reviewed and amended as the need arises and upon request by either Jikishoan Melbourne or the Incorporated Association.

6.2 The Jikishoan Charter Policy Agreement shall only cease should either party decide to withdraw from the contractual agreement, having first given six months advance notice in writing.

Section 7. Model Preliminary Charter Policy Agreement:

The following model shall be used as a basis and may be modified as needed to suit local requirements and conditions.

**Preliminary Jikishoan Charter Policy Agreement (2009)
for the establishment of a Charter Branch**

The Applicant: Name of Incorporated Association

The Program Provider: Jikishoan Zen Buddhist Community Incorporated

Introduction:

The aim of this Preliminary Jikishoan Charter Policy Agreement is to encourage and support the practice and development of all Jikishoan Members, in particular those belonging to*Name of Incorporated Association*..... which has applied to become a Charter Branch of Jikishoan Zen Buddhist Community Inc.

This Preliminary Jikishoan Charter Policy Agreement is in accordance with Jikishoan Zen Buddhist Community Inc Policy #1 (Jikishoan Charter Policy) and with the following objectives of the Jikishoan Zen Buddhist Community Inc Rules under the Association Incorporation act 1983:

- Objective ii) To establish a teaching program, practice program and a program of community activities for Jikishoan's members, and when necessary, to establish a training program, practice program and support system for assistant teachers.

- Objective iv) To establish, under the guidance of the resident teacher, a Zen training structure including an administrative structure based upon Dogen Zenji's pure standard for Zen communities and upon other Soto Zen Buddhist guidelines, adapting them where necessary to meet local cultural requirements.

This Preliminary Jikishoan Charter Policy Agreement sets out the required procedures to be implemented by *Name of Incorporated Association* in order to comply with Jikishoan Zen Buddhist Community Inc procedures, models and guidelines.

The Agreement:

This Preliminary Jikishoan Charter Policy Agreement is made between the Applicant, *Name of Incorporated Association* and the Program Provider, Jikishoan Zen Buddhist Community Inc (Jikishoan Melbourne).

..... *Name of Incorporated Association* is an incorporated association sharing fundamentally the same Rules, Aims and Objectives as Jikishoan Zen Buddhist Community Inc.

..... *Name of Incorporated Association* has submitted the necessary Application Form to become a Charter Branch of Jikishoan Zen Buddhist Community Inc.

1. Charter Branch Committee Membership Requirements:

1.1 All the requirements of Jikishoan Policy #1 - Establishment of a Charter Branch, Clauses 2.2 - 2.6 (regarding Committee membership) have been fulfilled.

2. General Membership Requirements:

2.1 *Name of Incorporated Association* Committee shall process membership applications following the Jikishoan Melbourne membership procedural model.

2.2 The annual general Membership Subscription fee for *Name of Incorporated Association* shall be the same as the annual general Membership Subscription fee of Jikishoan Melbourne.

2.3 The Entrance Fee for *Name of Incorporated Association* ... shall be the same as the Entrance Fee of Jikishoan Melbourne.

2.4 Annual Membership Subscription fees and Entrance fees for *Name of Incorporated Association* shall be payable to *Name of Incorporated Association* 30% of the total *Name of Incorporated Association* annual Membership Subscription fees collected shall be paid to Jikishoan Melbourne to assist with ongoing costs of Jikishoan Melbourne including, but not limited to, newsletter/publications, and general administrative costs.

3. Administration Requirements (Kanji / Managing Secretary):

3.1 The Abbot/Main Teacher of Jikishoan will appoint a Kanji from Jikishoan Melbourne who shall be an Ordained Member or a past Jikishoan Melbourne Committee member and who is on the *Name of Incorporated Association* Committee.

3.2 An appointed Kanji for *Name of Incorporated Association* must be approved by both Jikishoan Melbourne Committee and *Name of Incorporated Association*

..... Committee.

- 3.3** The *Name of Incorporated Association* Kanji holds the position of assistant to the Jikishoan Melbourne Secretary.
- 3.4** The Kanji shall submit a quarterly (minimum) report to Jikishoan Melbourne Committee, which shall include a month by month activity report, yearly planner update, and record of sanzenkai attendance, voluntary training and practice hours. In addition the Kanji shall submit an annual (minimum) financial report.
- 3.5** The Kanji shall keep, maintain and update the membership list and accounts of *Name of Incorporated Association* membership and forward these quarterly to the Jikishoan Melbourne Membership Secretary.
- 3.6** The Jikishoan Melbourne Membership Secretary shall keep, maintain and update *Name of Incorporated Association* membership lists and accounts as provided by *Name of Incorporated Association*
- 3.7** The Kanji shall facilitate administrative policies and practices to ensure that *Name of Incorporated Association* complies with Jikishoan Melbourne models and guidelines.

4. Practice and Teaching Requirements:

- 4.1** *Name of Incorporated Association* shall fundamentally share the same aims and objectives as Jikishoan Melbourne and these shall be included in the Rules of Incorporation documents of *Name of Incorporated Association* All practice and teaching and other activities shall be conducted accordingly.
- 4.2** *Name of Incorporated Association* shall have regular practice and teaching programs and activity schedules and plans of its own such as Sanzenkai, Workshops, Precept Ceremonies and Public Lectures and shall work towards developing a Ryo structure. For all such activities and plans *Name of Incorporated Association* shall adhere to standard format and financial formulas of Jikishoan Melbourne and when necessary develop new formats with the guidance of the Main Teacher.

5. Public, Financial and Other Legal Liabilities:

- 5.1** *Name of Incorporated Association* is an independent community based incorporated entity, therefore it shall take special note and be responsible for the following requirements:
- i) *Name of Incorporated Association* shall be accountable for its own financial book keeping, profit and loss statement, balance sheet and other taxation requirements by law.

ii) *Name of Incorporated Association* shall take out public liability insurance to cover all regular practice and teaching activities conducted by *Name of Incorporated Association* members for *Name of Incorporated Association*

5.2 Jikishoan Melbourne cannot extend its own public liability insurance to cover any regular *Name of Incorporated Association* practice and activities, and shall not be held liable for any liabilities resulting from any *Name of Incorporated Association* practices and activities.

5.3 Jikishoan Melbourne has its own public liability insurance covering activities conducted by Jikishoan Melbourne only. However, upon request from *Name of Incorporated Association*, for specific practice and teaching activities conducted and led by visiting Jikishoan Melbourne teachers (not including student teachers), Jikishoan Melbourne can with the permission and written agreement from its own insurance brokers, extend special insurance coverage for such ad-hoc activities at specific venues and dates with limited number of attendance, as nominated by *Name of Incorporated Association* in advance and with subsequent confirmation from Jikishoan Melbourne insurance brokers on such occasions.

6. Other Arrangements and Requirements:

6.1 *Name of Incorporated Association* may use the official Jikishoan logo with slight modification for their official administration and publicity.

6.2 All financial members of *Name of Incorporated Association* and Jikishoan Melbourne shall have reciprocal privileges to attend all Jikishoan activities at the current and approved member discount cost.

6.3 In addition all financial *Name of Incorporated Association* Committee members shall be entitled to receive scholarships to attend Bendocho Retreats at the approved rate set by Jikishoan Melbourne.

6.4 This Preliminary Jikishoan Charter Policy Agreement shall be implemented and signed by both Jikishoan Melbourne and *Name of Incorporated Association* and be reviewed by ...*Jikishoan Melbourne to specify date*... to become a Jikishoan Charter Policy Agreement.

6.5 Thereafter the Jikishoan Charter Policy Agreement shall be reviewed and amended as the need arises and upon the request by either Jikishoan Melbourne or..... *Name of Incorporated Association*

6.6 The Jikishoan Charter Policy Agreement shall only cease should either party decide to withdraw from this contractual agreement, having first given six months advance notice in writing.

This agreement is made on theday of 20.....

Signed on behalf of the Program Provider:

Witness:

.....
President
Jikishoan Zen Buddhist Community Inc
(Jikishoan Melbourne)

.....
Name:.....

Signed on behalf of the Program Provider:

Witness:

.....
Public Officer
Jikishoan Zen Buddhist Community Inc
(Jikishoan Melbourne)

.....
Name:.....

and

Signed on behalf of the Applicant:

Witness:

.....
President
.....*Name of Incorporated Association*.....

.....
Name:

Signed on behalf of the Applicant:

Witness:

.....
Public Officer
.....*Name of Incorporated Association*.....

Name: