

University of Hawai'i at Mānoa Library — Archives

THE ZEN STUDIES SOCIETY, INC.

Meeting of the Board of Directors
Thursday, May 22, 2003

Present: Board members Eido T. Shimano, Roshi, Fernando Afable, Jean Bankier, James Frechter, John Mortensen, Wilkie Pretorius, and Yasuko Shimano. Richard Rudin participated by speakerphone

Also attending: Robert Greene as Counsel.

The meeting was called to order at 7:15 P.M.

The minutes of the March 23, 2003 meeting were read and approved.

Fernando Afable's separation agreement:

Robert Greene informed the board of a private meeting prior to the Board meeting between himself and lawyers for Eido Roshi, Yasuko Shimano, John Mortensen and Richard Rudin. Eido Roshi moved that Afable's separation agreement be accepted and the Board again agreed to accept this agreement as presented previously.

John Mortensen employment contract:

Eido Roshi moved that an employment contract between John Mortensen and Zen Studies Society be adopted. The Board unanimously approved the motion. A copy of the signed agreement is attached.

It was decided to read and discuss a report by Edward Hara, accountant for the organization, at the next board meeting.

The meeting was adjourned at 8:30 PM.

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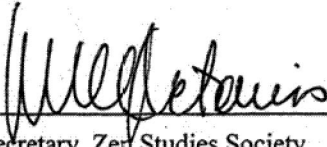
EMPLOYMENT AGREEMENT

This agreement is made this 22nd day of May, 2003 between the Zen Studies Society (hereinafter referred to as Society) and John Mortensen (hereinafter referred to as employee).

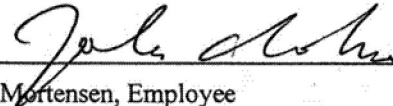
1. **TERM.** This contract is to become effective as of May 1, 2003 and remain in effect for one year providing that both parties comply with their obligations under this agreement. The agreement is to be replaced with a new agreement at the 2004 Annual Board Meeting of the Society. In case it is not replaced it will automatically be considered renewed for one year.
2. **DUTIES AND RESPONSIBILITIES.** Employee shall serve as Vice Abbot and Director of Dai Bosatsu Zendo Kongo-Ji (hereinafter referred to as the Monastery) as determined in the Bylaws of the Society. Employee will also serve as general manager and treasurer of the Monastery. He will supervise the day-to-day operations and act as chief financial officer of the Monastery. Employee will work under the directions of the Abbot and the Board of Directors of the Society. He shall work directly with the Abbot and the Executive Committee of the Monastery in matters of project planning, fund-raising, budgeting and any legal matters that are of consequence to the Monastery. From time to time the Abbot may ask him to represent the Monastery in other capacities. He shall spend no less than 70% of his time at the Monastery. Barring previous outside engagements he shall be present at the Monastery whenever the Abbot is not present. Barring previous outside engagements he shall also attend all scheduled events. He will submit reports as they are required by the Society's Board of Directors. The Employee shall comply with the rules, regulations and Ethical Conduct Guidelines of the Society.
3. **COMPENSATION.**
 - 3.1 **BASIC COMPENSATION.** For performance of the foregoing duties the employee shall receive a gross annual salary of \$ 35000.00
 - 3.2 **INSURANCE.** He shall also receive health insurance for himself and his dependents as provided by such plan as the Monastery shall determine for eligible employees and/or clergy.
 - 3.3 **VACATION AND LEAVES.** The employee shall be entitled to 4 weeks of vacation time of which at least 3 has to be taken during the Monastery winter interim period.
 - 3.4 **HOUSING.** The employee and his dependents are entitled to use the Monastery Gate House, Sun Moon Cottage or O-An Cottage for their residence. The Monastery will pay all utilities with the exception of telephone service.
4. **BREACH OF AGREEMENT.** . In the event that, in the opinion of the majority of the Board of Directors of the Society, there is a failure by the employee to fulfill his responsibilities under this agreement, the Society may withdraw some or all of the benefits, responsibilities or privileges provided by this agreement.

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May 22, 2003



Secretary, Zen Studies Society



John Mortensen, Employee