

## **Minutes SOA Board meeting on 15 December 2024 11am to 12noon meeting via ZOOM.**

Present: Connie, Rob G., Jim, David P., David F., Nancy, MT

Excused: Laura

### **Overview of Agenda:**

Fiscal sponsorship between SOA and GTC

2025 SOA Budget and 2024 SOA Business Report

SOA Website

Book translation

Next dates: 16 March and 15 June

### **Agenda**

I. Welcome

**II. FISCAL SPONSORSHIP AGREEMENT:** Shintaido of America and Global Taimyo Community. Connie reviewed the purpose – to provide a means for GTC, an unincorporated organization, to have SOA receive the tax-deductible charitable contributions for GTC to fund their mission. GTC was formed in part to expand the teaching of Taimyo to the general public as well as explore and heal our inner world and create healthier relationships with our outer world.

Connie reports as part of due diligence that both the SOA Treasurer and SOA CPA have reviewed the document and have no concerns. Total income for SOA will not exceed \$50,000 nor will stipends exceed \$600. Discussion followed. Jim asked to clarify about income and expenses and how they will be tracked. Connie confirmed the GTC income and GTC expenses are separate line items on the chart of accounts; it is one bank account. Our treasurer can generate a report for GTC. Jim asked if GTC is asking for financial support. Connie stated GTC is not asking for financial support. The agreement does address should GTC wish to apply for grants the process to do so. The main need for SOA to protect our non-profit status and this agreement does provide for that.

**Motion** by David P. to approve that SOA extend a fiscal sponsorship to GTC for a two-year period from 1 January 2025 to 31 December 2026. Second by Nancy B. 5 yes votes, 1 abstain (MT). David F. was not present during this part of the meeting.

### **III. SOA 2025 Budget and 2024 Business Report**

Connie presented the 2024 Business report which she will finalize about 26 December and send to the SOA members along with posting on the Website with our minutes. Connie reminded the group that part of nonprofit compliance is at least one business per year with minutes, a business report and a treasurer's report. These are on the SOA website.

Connie presented 2025 Budget proposal compared to projected 2024 year end and to final year end of 2023. Overall - SOA is spending more than projected income. 2023 was using prior years donation to support NTC and teaching grants to support growth of Shintaido. 2024 supported attending Dokan'24 with \$8000, both general membership and higher ranked members. 2025 provides ongoing NTC support for members to travel to teach/study and teaching grant for general members. 2025 has a line item to convert VHS recordings from 1990 and other years to digital for placement on SOA YouTube. The budget does not include Shintaido book proposal that is presented below.

Discussion followed. David P. presented his research on conversion from VHS to digital. One consideration is to add a second step that has AI involved after the conversion and this provides a better-quality result. Jim appreciates the information and states this is ongoing work in progress. Action item: David P and Jim to discuss further. Connie suggests asking Sarah Baker to be involved.

Nancy presented that google might have nonprofit rates for use for future consideration. Jim appreciated funding support for Dokan. Jim also wants instructors to be aware of access to liability insurance for additional insurance for dojo rentals.

#### **ACTION Item**

Proposal: Approve 2024 SOA Business report – Connie asked group to send any edits.

Proposal: Nancy moved to approve 2025 SOA Budget as presented, second by Rob G. Unanimous approval.

#### **IV. Update on SOA Website**

David presented that a secure password protected document has been created on SOA google docs. No data of passwords has been entered. Connie reports Rob K. has done some minor problem solving for the website. This topic remains active. The board hopes Rob K might attend SNE events to provide in person contact should David P. be attending.

#### **V. Shintaido book translation proposal - David F.**

David requested funding to complete translation of Shintaido book into Czech. He sent a full proposal that was given to the SOA Board. Total amount requested: total \$2,580 = 2,370 EUR (= 60,000 Czech koruna) half from SOA (\$1,290) half from the ESC (1,185 EUR). No response from ESC board. Discussion followed. Clarified part of money is to reimburse for translation work already done. The book will be placed on Amazon for ordering “ on demand,” no hard copy books are being printed.

Proposal made by Michael Thompson to fund \$645 in December 2024. Second by Rob. 6 yes votes, and David abstained. Action item: David to provide Connie and Sandra with the correct PayPal address to send funds. Connie suggest a report in March of amount received from ESC and status of project.

## **VI. Farewell and best wishes**

Connie opened the meeting for everyone to thank Nancy and Michael. Thank you, Nancy, for 12 years of service on the SOA Board and best wishes for her Shintaido practice in Scotland. Thank you, Michael, for 50+ years of service to Shintaido. The Shintaido community has donated to a retirement fund for Michael and people included thank you for Keiko, the conversations and his commitment to Shintaido. Michael expressed gratitude for the gift.

Nancy volunteers to remain available for support the SOA Board and her interest in the field of ethics. Connie invited Michael to attend future SOA meetings as his time and interest provided. Michael intends to foster SNE growth.

## **VII. 2025 dates**

16 March - review membership letter; discuss 2026 Gasshuku & SOA 50th in 2026

15 June - plan SOA board nominations/elections August 2025; confirm the NTC chair re-election.

Minutes respectfully submitted by

Connie Borden

15 December 2024

## **FISCAL SPONSORSHIP AGREEMENT:**

### **Shintaido of America and Global Taimyo Community**

This is an agreement made on 19 December 2024 by and between Shintaido of America (SOA) (“Sponsor”) and Global Taimyo Community (“Project”)(GTC). The Sponsor: The Sponsor is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”).

**Shintaido of America** is formed for several purposes, which include but are not limited to:

To transmit the form and spirit of Shintaido in the United States. Specifically, as related to the sponsorship agreement, SOA supports fledging international groups and provides outreach instruction.

**Global Taimyo Community (GTC)** -The Project: The Project is an unincorporated organization formed for these purposes:

The Taimyo Kata is a specific movement/meditation form that is a part of the Shintaido body of practice. Haruyoshi F. Ito and Masashi Minagawa, Shintaido instructors began teaching the Taimyo Kata to the general public as a way of exploring and healing our inner world as well create healthier relationships with our outer world — people and nature — beyond time and space. As the network of students grew and became international an informal Global Taimyo Community (GTC) was born. A mailing list was created, a website developed, and in-person and virtual gatherings were scheduled and conducted.

GTC has expanded the opportunity to both learn and practice Taimyo beyond the Shintaido community. GTC also offers opportunities to discuss and study the depth and impact of the Taimyo practice. Born as an acorn of the Shintaido tree, GTC is now a seedling in need of certain support and structure that will ensure its continued development.

**The Agreement: The Sponsor is willing to receive tax-deductible charitable contributions for the benefit and use of implementing the Project. The Project, with the administrative assistance of the Sponsor, desires to use these funds in order to implement the Project’s purposes.**

By entering into this Agreement, the parties agree to the following terms and conditions:

- 1. Receipt of funds:** The Sponsor agrees to receive grants, contributions and gifts to be used for the Project, and to make those funds exclusively available to the Project.
- 2. Acknowledgment of charitable donations** on behalf of the Project: The Sponsor agrees that all grants, charitable contributions and gifts which it receives for the Project will be reported as contributions to the Sponsor as required by law, and further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of its status as an exempt organization under Section 501(c)(3) to the donor upon request. The Sponsor agrees to notify the Project of any change in its tax-exempt status.
- 3. Protection of tax-exempt status:** The Project agrees not to use funds received from the Sponsor in any way which would jeopardize the tax-exempt status of the Sponsor. The Project

agrees to comply with any written request by the Sponsor that it cease activities which might jeopardize the Sponsor's tax status, and further agrees that the Sponsor's obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by the Sponsor before implementation. The Sponsor retains the right, if the Project breaches this Agreement, or if the Project jeopardizes the Sponsor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

**4. Use of funds:** The Sponsor also authorizes the Project to make expenditures, which do not exceed total contributions for the Project, on its behalf for use in the Project. The Project agrees to use any and all funds received from the Sponsor solely for legitimate expenses of the Project and to account fully to the Sponsor for the disbursement of these funds.

**5. Financial procedures:** The Project must act within generally accepted financial standards. Subjects of particular interest to the Project include: Cash Disbursements, Purchasing, Travel and Expenses, Consultants, and Grants and Contracts.

**6. Reimbursement for use of administrative support:** In addition to serving as fiscal sponsor for the Project, the Sponsor will provide administrative support on an "as available" basis to the Project. The Project will reimburse the Sponsor for accounting support, and access to PayPal. The annual fee related to administrative support will be \$100. This amount will be adjusted by the Sponsor annually thereafter based on increases in costs of PayPal and accounting software.

**7. Financial accounting and reporting:** The Sponsor will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be separately classed in the books of the Sponsor. The Sponsor will provide reports reflecting revenue and expenses to the Project on a quarterly basis, within two weeks after the end of each quarter, and, on an annual basis, within three months after the end of each fiscal year of the Sponsor.

**8. All personnel** to be compensated for working on the Project are volunteers and shall be compensated by stipends.

**9. Governance:** Authority to manage the programmatic activities of the Project is delegated to the Project's Steering Committee, subject at all times to the ultimate direction and control of the Sponsor's Board of Directors.

**10. Fundraising:** The Project may solicit gifts, contributions, and grants on behalf of the Sponsor which are earmarked for the activities of the Project or combined funding for the Project and the Sponsor. The Project's choice of funding sources to be approached are subject to approval by the Sponsor. The Sponsor's Board President must co-sign all original letters of inquiry, grant proposals, and grant agreements. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by the Sponsor. The cost of any reports or other compliance measures required by such funding sources shall be borne by the Project. The Sponsor's Board President must be copied at least one week in advance on all progress and final report submissions. The Sponsor shall be responsible for the processing and acknowledgment of all monies received for the project, which shall be reported

as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if the Project desires to apply for government or public agency grants, the Project must get advance approval to do so from the Sponsor's Board President.

**11. Renewal of this agreement:** If both the Sponsor and Project desire to do so, this agreement may be renewed on 31 December 2026, and annually thereafter.

**12. Termination:** Either party may terminate this Agreement by giving 60 days' written notice to the other party. If the Project will continue to exist but one of the parties desires to terminate the Sponsor's fiscal sponsorship of the Project, the following terms and conditions shall apply.

The Successor must be another nonprofit corporation which is tax-exempt under IRC Section 501(c)(3) and is not classified as a private foundation under Section 509(a) must be willing and able to sponsor the Project (the "Successor"). The Successor must be approved in writing by both parties by the end of the 60-day written notice period. If the parties cannot agree on a Successor to sponsor the Project, the Project shall have an additional 60 days to find a Successor willing and able to sponsor the Project. If a Successor is found, the balance of assets held by the Sponsor for the Project, together with any other assets held or liabilities incurred by the Sponsor in connection with the Project, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required.

If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code no later than the end of the notice period or any extension thereof. If no Successor is found, the Sponsor may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations. This Agreement will remain in force until the stated end of the project on 31 December 2026 or it is terminated with 60 days written notice by either the Sponsor or the Project, whichever date is sooner.

By signing below, both parties agree to execute this Agreement on the day and year first written above.

SPONSOR: Shintaido of America

Constance L. Borden

Constance L. Borden, President, Board of Directors

Date 19 December 2024

PROJECT: Global Taimyo Community

Tomi Nagai-Rothe, Designated GTC Steering Committee representative

Date 19 December 2024

*E. tou NageiPoke*