



EAST BAY MEDITATION CENTER

EBMC Teacher Agreement

1. PARTIES

This Agreement is between East Bay Meditation Center (“EBMC”), 285 17th St., Oakland, CA 94612, and the teacher named at the end of this form (“Teacher”).

2. SCOPE

This Agreement pertains to anyone who teaches at EBMC.

3. TEACHERS TEACHING OR LEADING THE EVENT

Teacher will personally teach or lead the event. In so doing, Teacher will personally offer the event’s attendees whatever teachings, instructions, and counseling Teacher deems appropriate. Teacher will determine the content of those offerings, along with the extent and manner in which those offerings are provided.

4. NO EMPLOYMENT, AGENCY, OR AFFILIATION

While teaching or leading the event, Teacher will not be acting as EBMC’s employee, agent, or affiliate. Teaching or leading the event will not entitle Teacher to any right or benefit afforded EBMC’s employees.

5. BENEFITS RECEIVED BY TEACHER

In consideration of Teacher’s teaching or leading the event, EBMC will provide the venue and facilities for the event, along with the support needed for the event to occur (such as registration, management, and set-up). EBMC will work with the Teacher to provide publicity for the event, in a manner EBMC deems appropriate. In addition, Teacher will receive whatever donations may be made as “teacher dana” by the Event’s attendees. Teacher will determine amount to go to Assistant Teachers.

6. ATTENDANCE FEE CHARGED BY EBMC

There will be no attendance fees charged for any event, except for specified fundraising events, that are sponsored by EBMC. There will be opportunities for attendees to make donations to EBMC and the Teacher, but there will be no formal costs to attend EBMC events.

7. ETHICAL CONDUCT BY TEACHER

Teacher agrees to abide by the EBMC Teachers Code of Ethics, which is as follows:

EBMC recognizes that the foundation of spiritual life rests upon our mindful and caring relationship to the life around us. We acknowledge that without the support of monastic vows, we have a need for clear guidelines. In keeping with this understanding and for the long-term benefit of ourselves and the community at large, we, as lay teachers, agree to uphold the **five lay training precepts**. Furthermore, we have specifically expanded the scope of these five precepts to make them explicitly appropriate to our role as teachers of the Dharma in our specific cultural settings. EBMC teachers agree to the following guidelines.

1) ***We undertake the precept of refraining from killing.***

In undertaking this precept we acknowledge the interconnection of all beings and our respect for all life. It is understood that the actions of individual teachers may be different in such difficult areas such as abortion, euthanasia, the humane killing of pets, and vegetarianism. However, we all commit ourselves to fulfilling this precept in the spirit of reverence for life.

2) ***We undertake the precept of refraining from stealing.***

We agree to not take that which does not belong to us and to respect the property of others. We agree to bring consciousness to the use of all of the earth's resources in a respectful and ecological way. We agree to be honest in our dealing with money and not to misappropriate money committed to Dharma projects. We agree to offer teachings without favoritism in regard to student's financial circumstances.

3) ***We undertake the precept of refraining from sexual misconduct.***

We agree to avoid creating harm through sexuality. We agree to honor our relationship to our committed relationships. We agree to respect the relationships of other committed relationships. Teachers with vows of celibacy will live according to their vows. Teachers in committed relationships will honor their vows and refrain from sexual relationships that occur outside of the agreed-to parameters of that relationship. All teachers agree not to use their teaching role to exploit their authority and position in order to assume a sexual relationship with a student. Because several single teachers in our community have developed partnerships and marriages with former students, we acknowledge that such a healthy relationship can be possible, but that great care and sensitivity are needed.

We agree that in this case the following guidelines, which are the current guidelines for all Western Vipassana teachers, are crucial.

- a. A sexual relationship is never appropriate between teachers and students.
 - b. During retreats or formal teaching, any intimation of future student-teacher romantic or sexual relationship is inappropriate.
 - c. If interest in a genuine and committed relationship develops over time between a single teacher and a student, the student-teacher relationship must clearly and consciously have ended before any further development toward a romantic relationship. Such a relationship must be approached with restraint and sensitivity – in no case should it occur immediately after retreat or teaching event. A minimum time period of three months or longer from the last formal teaching between them, and a clear understanding from both parties that the student-teacher relationship has ended must be coupled with a conscious commitment to enter into a relationship that brings no harm to either party.
 - d. It is often helpful to have this process witnessed or acknowledged with someone who is considered to be senior in experience by the Teacher.
- 4) ***We undertake the precept of refraining from false speech.***
We agree to speak that which is true and useful and to refrain from gossip in our community. We agree to hold in confidence what is explicitly told to us in confidence. We agree to cultivate conscious and clear communication and to cultivate the quality of loving-kindness and honesty as the basis of our speech. This includes a commitment to awareness of how speech can be consciously and unconsciously evoke dynamics of power, unearned privilege and oppression. We dedicate ourselves to expanding our awareness of these dynamics and our receptivity to feedback and learning.
- 5) ***We undertake the precept of refraining from intoxicants that cause heedlessness or loss of awareness.***
It is clear that substance abuse is the cause of tremendous suffering. We agree that there should be no use of intoxicants during retreats or while on retreat premises. We agree not to abuse or misuse intoxicants at any time. We agree that if any teacher has a drug or alcohol addiction problem, it should be immediately addressed by the community.

Teacher further agrees that, during any teaching, the Teacher will not behave in a manner that might be reasonably construed as sexual harassment.

Teacher further agrees that, during the Event, Teacher will not behave in a manner that might be reasonably construed as initiating, inviting, or reciprocating sexual or romantic contact with an Event attendee.

8. TEACHER TO HOLD HARMLESS AND INDEMNIFY EBMC

Teacher agrees to hold EBMC harmless for any injury or death arising from Teacher's negligence or intentional acts while teaching or leading the Event, and to indemnify EBMC against any claim by a third party based on such an injury or death.

9. EBMC TO HOLD HARMLESS AND INDEMNIFY TEACHER

EBMC agrees to hold Teacher harmless for any injury or death arising from EBMC's negligence or intentional acts while teaching or leading the Event, and to indemnify Teacher against any claim by a third party based on such an injury or death.

TEACHER INFORMATION

Teacher Name (*this agreement must be submitted by the teacher personally*)

Teacher Mailing Address

Teacher Telephone Number

Teacher Email Address

Today's Date

By submitting this form, I acknowledge that I am the teacher named above, and that I have read and agree to abide by the statements in this EBMC Teacher Agreement.

Please save this form with the label <YY-MMDD> <your last name>-Teacher Agreement and send it as an attachment to programs@eastbaymeditation.org. Please keep a copy for yourself.

Thank you for your intention to contribute to the EBMC community!