

September 16, 2019

TO: ArtStream Board of Directors
FROM: Heller An Shapiro, Executive Director
RE: Teaching Artist Code of Conduct Proposal

BACKGROUND:

Thanks to Adam Fine for developing a draft Code of Conduct based on BoardSource recommendations.

During the March 11, 2019 Board meeting, members reviewed sample codes of ethics from BoardSource (attached). Adam Fine offered to draft a proposed code based on the “sample #1” *formal statement promoting ethical conduct*.

Note: A related Code of Conduct will be developed for Board, staff and volunteers.

PROPOSAL:

Review and revise the proposed code of conduct. As agreed at the March 11, 2019 meeting, we will invite input from the Teaching Artists on the proposed code. A final document will be returned to the Board for approval.

RATIONALE:

This Code of Conduct meets the guidelines described by BoardSource and the MD Standards of Excellence.

We recently chose not to renew contracts for an Inclusive Theatre Company Director and Stage Manager. Several items on the Code of Conduct were subsequently violated. Having this Code in place may prevent future violations. Specifically, the following standards were violated:

General Expectations:

2. Teaching Artists shall contribute to a collegial, inclusive, professional, positive, and respectful work environment for fellow Teaching Artists, stakeholders, and staff. Disruptive or inappropriate behavior toward other Teaching Artists, stakeholders or staff is unacceptable.

6. Only information deemed for public knowledge may be shared or discussed outside ArtStream, unless specifically authorized to do so by the Executive Director and/or the Chairman of the Board. No Teaching Artist shall share, copy, reproduce, transmit, divulge or otherwise disclose any confidential information related to the affairs of ArtStream and each Teaching Artist will uphold the strict confidentiality regarding any information discussed at meetings or any other deliberations and communications. Questions regarding the confidential nature of ArtStream information or documents shall be directed to the appropriate staff person or Board member.

Conflict of Interest:

11. Teaching Artists are expected to act at all times in the best interest of ArtStream and not for personal or third-party gain or financial enrichment.

13. Upon termination of service, Teaching Artists will promptly return to ArtStream all applicable documents, electronic and hard files, reference materials, and other property not already on file in the ArtStream office. Such return will not abrogate him or her from the continuing obligations of confidentiality with respect to the information acquired as a consequence of his or her tenure.

In addition, thanks to Julie Reddig, the Teaching Artist contract was revised by adding Confidentiality and Nonsolicitation clauses:

Section 4. Confidentiality:

4.1 Both during the term of this Agreement and for a period of five (5) years from the date on which this Agreement terminates for any reason whatsoever, the Artist shall not, directly or indirectly, use for any purpose whatsoever or disclose to any person, corporation, or other entity, other than as authorized in the performance of his/her duties for ArtStream during the term of this Agreement, any confidential information concerning ArtStream, its business, or its current, former, or prospective participants.

4.2 All information, whether written or otherwise, regarding ArtStream's business, including, but not limited to, information regarding current, former, and prospective participants, participants' immediate family members or caretakers, contractors, volunteers, donors, affiliates, and employees, and including, in each instance, their respective names, identities, and contact information, and further including, but not limited to, trade secrets and information regarding marketing, costs, prices, earnings, financial information, systems, operating procedures, prospective and executed contracts and other business arrangements, strategic plans, development processes, classes, programs, and sources of supply are presumed to be Confidential Information of ArtStream for purposes of this Agreement, except to the extent that any such information shall be otherwise lawfully or readily available to the general public.

4.3 Upon termination of this Agreement for any reason whatsoever, the Artist shall return to ArtStream all books, records, lists, advertisements, and other written, typed, or printed materials, and any computer equipment, computer software, participant information, including contact information, and electronically stored information, whether furnished by ArtStream or prepared by the Artist, which contain any Confidential Information of ArtStream, proprietary information relating to ArtStream, its business, or its current, former, and prospective participants, and the Artist expressly promises neither to make any copies of such materials during the term of this Agreement (except as authorized in the performance of his/her duties for ArtStream) nor to retain any copies of such materials after termination of this Agreement without the prior written consent of the Executive Director of ArtStream.

Section 5. Nonsolicitation:

5.1 Both during the term of this Agreement and for a period of two (2) years from the date on which this Agreement terminates for any reason whatsoever, the Artist shall not, directly or indirectly, either for the Artist's own account, or as employee, proprietor, stockholder, partner, director, officer, agent or otherwise for any business, firm, corporation, partnership, or entity other than ArtStream:

- a. Sell, provide, or solicit the sale of any products or services that are of the kind or type that the Artist was responsible for selling or providing on behalf of ArtStream at any time during the two (2) years immediately preceding the termination of this Agreement, to any person or entity that was an Actor or Prospective Actor of ArtStream, as defined in Section 5.2, at any time during the two (2) years immediately preceding the termination of this Agreement; or
- b. Cause any Actor as defined in Section 5.2 to cancel or terminate any business relationship with ArtStream.

5.2 For purposes of Section 5.1, an "**Actor**" is any person or entity:

- a. That the Artist knew was a person to whom or to which ArtStream provided products or services and with whom or with which the Artist had contact on behalf of ArtStream or for whom or for which the Artist had responsibilities on behalf of ArtStream; or
- b. To whom or to which the Artist sold or provided services on behalf of ArtStream,

at any time during the two (2) years immediately preceding the termination of this Agreement. For purposes of Section 5.2, "**Prospective Actor**" is any person or entity:

- a. That the Artist knew was a person or entity that ArtStream had identified as a person to provide products or services to and with whom or with which the Artist had contact on behalf of ArtStream or for whom or for which the Artist had responsibilities on behalf of ArtStream, or
- b. From whom or from which the Artist attempted to solicit any such work or business on behalf of ArtStream,

at any time during the two (2) years immediately preceding the termination of this Agreement.

5.3 Both during the term of this Agreement and for a period of two (2) years from the date on which this Agreement terminates for any reason whatsoever, the Artist will not, directly or indirectly, solicit, cause to be solicited, assist in the solicitation of, in any fashion hire or cause to be hired or contract with any other employee or teaching artist of ArtStream with any other business, firm, corporation, partnership, or entity, that provides services that are of the kind or type that ArtStream sold or provided at any time during the two (2) years immediately preceding the termination of this Agreement and

which does not interfere with such employee or teaching artist's sale or provision of products or services to ArtStream.



Teaching Artist Code of Conduct

This document reflects ArtStream's values: passion for mission and vision; integrity; accountability and trust; treatment of people with respect and dignity; diversity; neutrality; and social responsibility. Teaching Artists shall at all times abide by and conform to the following standards in their capacity as a Teaching Artist:

General Expectations

1. Teaching Artists shall make decisions in the best interests of ArtStream.
2. Teaching Artists shall contribute to a collegial, inclusive, professional, positive, and respectful work environment for fellow Teaching Artists, partners, and staff. Disruptive or inappropriate behavior toward other Teaching Artists, partners or staff is unacceptable.
3. Teaching Artists shall know, understand, and support ArtStream's mission, vision, core values, purpose and goals and become familiar with and follow ArtStream policies, procedures, and guidelines.
4. Teaching Artists shall not discriminate and shall be respectful of ethnic, national, and cultural differences.
5. Teaching Artists shall at all times obey all applicable laws and regulations of the relevant government authorities, including all laws and provisions that govern appropriate conduct in the workplace while acting on behalf of ArtStream.
6. Only information deemed public knowledge may be shared or discussed outside ArtStream, unless specifically authorized to do so by the Executive Director and/or the Chair of the Board. No Teaching Artist shall share, copy, reproduce, transmit, divulge or otherwise disclose any confidential information related to the affairs of ArtStream and each Teaching Artist will uphold the strict confidentiality regarding any information discussed at meetings or any other deliberations and communications. Questions regarding the confidential nature of ArtStream information or documents shall be directed to the Executive Director or Board Chair.
7. Teaching Artists are not permitted to speak on behalf of ArtStream or the Board to external parties, including but not limited to the media, unless specifically asked to do so by the Executive Director and/or the Board Chair.
8. All contractual agreements are the responsibility of the ArtStream office. Teaching Artists will not make such commitments on behalf of ArtStream, except in accordance with established ArtStream policies.
9. All ArtStream correspondence, regardless of the medium, may reflect on ArtStream. E-mail communications shall follow the same professional standards as verbal communication. E-mails

may be considered legally relevant and, therefore, caution shall be exercised when recording written opinions and statements pertaining to the role of the Teaching Artist in ArtStream. The use of the “blind copy” function is strongly discouraged when conducting official ArtStream business.

Conflict of Interest

10. Teaching Artists shall not persuade or attempt to persuade any member, exhibitor, sponsor, supplier, contractor, or any other person or entity with an actual or potential relationship with ArtStream to terminate, curtail or not enter into its relationship to or with ArtStream, or in any way to reduce the monetary or other benefits to ArtStream of such relationship.

11. Teaching Artists are expected to act at all times in the best interest of ArtStream and not for personal or third-party gain or financial enrichment.

12. Teaching Artists will not accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to ArtStream without fully disclosing such items to the Executive Director.

13. Upon termination of service, Teaching Artists will promptly return to ArtStream all documents, electronic and hard files, reference materials, and other property containing confidential information concerning ArtStream, its business, or its current, former, or prospective participants. Return of any documents does not excuse the Teaching Artist from the continuing obligations of confidentiality with respect to the information deemed confidential by ArtStream.

14. Teaching Artists will notify the Executive Director if they are arrested for a misdemeanor or felony, including, but not limited to, any sex, drug, assault, or weapon related offense no later than five (5) days after such charge, guilty plea, or conviction.

Enclosed is the current Teaching Artist Welcome Packet along with some ideas about a Code of Conduct.

Although a code of ethics by itself cannot prevent wrongdoing, it conveys a strong message both internally and externally about the culture and work of the organization.

Key Elements

- Serves as an overarching statement for other policies that establish standards of integrity and accountability.
- Should outline the process and/or mechanism for implementing the defined culture and values within the organization from top to bottom. A values statement is sometimes incorporated into the code of ethics.
- Often general in nature. Some issues, such as confidentiality, conflict of interest, and nepotism, may be addressed in separate policies.

Practical Tips

- Define what ethical behavior means for your organization, and clarify accepted professional standards.
- Separate staff and board issues. Board members and staff members often get confronted with different situations based on their role vis-à-vis the organization, its constituents, and the community at large.
- When discussing the code with staff and board members, it is often useful to provide examples of unacceptable behavior.
- As a way to stress the importance of the code, some organizations request a signature from board and staff members as a sign of understanding and acceptance of the standards.
- Once the code is established, it should be reviewed periodically by the staff and board for possible revision. In this way, the language of the code will continue to serve the expectations and needs of the organization.

SAMPLE CODES OF ETHICS

The following samples range from very general to specific, with each reflecting the organization's values and culture.

SAMPLE #1 | This policy establishes a formal statement about promoting ethical conduct.

As a nonprofit organization at the forefront of [purpose of organization], XYZ's policy is to uphold the highest legal, ethical, and moral standards. Our donors and volunteers support XYZ because they trust us to be good stewards of their resources, and to uphold rigorous standards of conduct. Our reputation for integrity and excellence requires the careful observance of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

XYZ will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter and spirit of all relevant laws; to refrain from any illegal, dishonest, or unethical conduct; to act in a professional, businesslike manner; and to treat others with respect. Directors and officers should not use their positions to obtain unreasonable or excessive services or expertise from XYZ's staff.

In general, the use of good judgment based on high ethical principles will guide directors, officers, and employees with respect to lines of acceptable conduct. However, if a situation arises where it is difficult to determine the proper course of conduct, or where questions arise concerning the propriety of certain conduct by an individual or others, the matter should be brought to the attention of XYZ. Employees should contact their immediate supervisor and, if necessary, the director of human resources. Board members should raise any such concerns with the chair or the treasurer of XYZ's board. In all questions involving ethics and conduct, the board will make relevant determinations, except that any individual whose conduct is at issue will not participate in such decisions.

SAMPLE #2 | This ethics policy sets an affirmative tone through the introductory phrase of “We will do the following.”

We, as XYZ professionals (staff and board members), dedicate ourselves to carrying out the mission of this organization. We will do the following:

1. Recognize that the chief function of XYZ at all times is to serve the best interests of our constituency.
2. Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to conduct ourselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
3. Respect the structure and responsibilities of the board, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the board.
4. Keep the community informed about issues affecting it.
5. Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
6. Exercise whatever discretionary authority we have under the law to carry out the mission of the organization.
7. Serve with respect, concern, courtesy, and responsiveness in carrying out the organization’s mission.
8. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our activities in order to inspire confidence and trust in our activities.
9. Avoid any interest or activity that is in conflict with the conduct of our official duties.
10. Respect and protect privileged information to which we have access in the course of our official duties.
11. Strive for personal and professional excellence and encourage the professional developments of others.

SAMPLE #3 | This code of conduct sets its standard by stating what the board and key staff will not do. It also includes a signature line and reporting procedures.

It is the intent of XYZ to strive for the highest ethical conduct from all board and staff. The leadership is particularly sensitive to individuals who hold management and governance positions of trust and confidence in fulfilling the mission and goals of the organization. These sensitive positions include officers, key senior staff members designated by the chief executive, and members of the board. In an effort to achieve the highest standards of conduct, each officer, key staff member, and board member is requested to acknowledge (by signing) the following adopted Code of Ethics by [month/day] each year. This acknowledgement will be kept on file in the human resource department.

All officers, key staff members, and members of the board of XYZ are required and expected to exercise the highest ethical standards of conduct and practice fundamental honesty at all times.

In support of XYZ’s standards of high ethical conduct, each officer, key staff member, and board member WILL NOT

- deceive, defraud, or mislead XYZ board members, officers, staff members, managers, supervisors, or other associates, or those with whom XYZ has business or other relationships
- misrepresent XYZ in any negotiations, dealings, contracts, or agreements
- divulge or release any information of a proprietary nature relating to XYZ’s plans, mission, or operational databases without appropriate approval
- obtain a personal advantage or benefit due to relationships established by any officer, senior staff member, or board member by use of the organization’s name
- accept individual gifts of any kind in excess of \$[xxx], in connection with the officer’s, key staff member’s, or board member’s relationship with XYZ. All such gifts are to be reported to the chief financial officer who shall divulge gifts received during the calendar year to the audit committee

NONPROFIT BOARD MEMBER CODES OF CONDUCT AND ETHICS

- withhold their best efforts to perform their duties to acceptable standards
- engage in unethical business practices of any type
- use XYZ property, financial resources, or services of XYZ personnel for personal benefit
- violate any applicable laws or ordinances

Infractions of this Statement of Personal and Professional Standards of Conduct are to be reported directly to any member of the audit committee who shall, in his or her determination, bring the infraction to the full executive committee.

Signature _____ Date _____

Name (please print) _____

More samples are available in
The Nonprofit Policy Sampler.

