

**ArtStream**  
Board of Director's Meeting  
November 5, 2019

**DRAFT MINUTES**

**ROLL CALL**

Maggie Haslam conducted roll call. In attendance at the meeting: Eleanor Allen; Kristen Chou; Mike Cooper, Chair; Cameron Elliot\*; Adam Fine; Lisa Gaffney, Vice President; Maggie Haslam, Secretary; Molly Myers; Julie Reddig; Irene Stephens; and Sonia Trask.

**ArtStream staff in attendance:** Doreen Cronrath, Director of Finance and Administration; and Heller An Shapiro, Executive Director.

**Not Able to Attend:** Kirsten Davidson, client liaison; Paul Murray, Treasurer

**\*Attended by phone**

**MINUTES RATIFICATION**

A motion was made to approve the minutes from the September 16, 2019 meeting. The motion carried without dissent.

**FY20 BUDGET UPDATE**

As of September 30, 2019, FY20 total income is \$237,377, which is 33% of budget. Total expenses are \$67,466, which is 9% of budget. Thanks to each Board member's sponsorship and participation in the Ninth Annual Gala and Dance Party. It brought in \$100,688 gross, which is 42% of the total revenue as of September 30, 2019.

Invested funds total \$197,288.94, which is an increase of 1% over August 31, 2019.

The FY19 audit process is underway. The auditors will present the audit at the January 2020 meeting.

An update of the budget as of October 31, 2019 was distributed at the meeting. Total income is \$348,577, which is 48% of budget. Total expenses are \$111,428, which is 15% of budget. In comparison, as of October 31, 2018, income was \$291,480 (42% of budget) and expenses were \$111,793 (16%).

As the annual cash flow chart shows, more than 60% of ArtStream's annual revenue comes in during the first quarter.

The grant request to Philip L. Graham Foundation was modified at their suggestion to include an additional \$5,000 for registration software, on top of the \$20,000 for website redevelopment. A grant of \$25,000 was received.

## **TEACHING ARTIST CONTRACT TASK FORCE UPDATE**

Task Force members Mike Cooper, Adam Fine and Julie Reddig reported on discussions with co-founders Nicolette Stearns and Patti Woolsey regarding the Teaching Artist Contracts.

The majority of Teaching Artists have signed the 2018-2019 contract. A small group of 5-6 Teaching Artists, including Patti, refused to sign any contract until the '19-20 contract is revised. This group also requests that ArtStream provide worker's comp insurance for Teaching Artists.

A brief review of similar organizations found that Imagination Stage, Shakespeare Theatre and Metropolitan Ballet Theatre classify Teaching Artists as employees. Arts for the Aging (AFTA) classifies Teaching Artists as Independent Contractors. The AFTA contract states "I understand that as an independent contractor I am not covered by AFTA's liability insurance." If ArtStream Teaching Artists were to be classified as employees instead of Independent Contractors, the cost would be a 7.65% increase (approximately \$13,000), along with the fees charged by Paychex to process the additional payroll.

Doreen Cronrath reported that our insurance company currently requires a list of subcontractors (Teaching Artists) and charges ArtStream for coverage of Worker's Comp for them. However, covering worker's comp could also be viewed as an indication Teaching Artists should be classified as employees.

The '19-20 contract was revised because of two Teaching Artists whose contracts were not renewed. They subsequently used the ArtStream email lists and contact information to advertise their own competing programs. This resulted in the revision of the contracts, (distributed 8/13/19) to add non-solicitation and anti-poaching clauses. Concerns raised by Teaching Artists about the '19-20 contracts include confusion about the meaning of the legal language and whether it would preclude responding to requests from parents for referrals to the best programs for the students, or referring and recommending teaching artists to job opportunities. These could be referrals to ArtStream or to another organization.

Mike met with Patti Woolsey and Nicolette Stearns on 10/14/19. They requested the addition of a Teaching Artist on the Board in an advisory capacity and on staff as Artistic Director. They noted two times over the last three years when a key was not available for a classroom, and requested clarity around who Teaching Artists should contact if they have a concern. The meeting concluded with three action items. Patti agreed to draft a personal email message notifying Teaching Artists about the meeting and the progress made. Patti also agreed to share copies of her contracts from other organizations. Patti later declined to follow through on her agreements. Nicolette planned to discuss the operational issues during her upcoming meeting (11/7/19) with Lyndsey Medlin, Programs Manager.

Options for supporting the Teaching Artists:

- Worker’s comp offered as a benefit
- Compensate for an extra 30 minutes per class to cover Metro Access pick-up waiting time or prep time (cost to be determined)
- Pay a per class fee instead of the current hourly fee
- Adding a Teaching Artist to the Board in an advisory capacity
- Hire a teaching artist to work in the office

Board members agreed on the following next steps:

1. Revise contract for review by the Board prior to sending to the Teaching Artists
2. Host a meeting with the Teaching Artists that allows for discussion of the new contract, benefits and communication improvements
3. Continue to classify Teaching Artists as independent contractors based on their freedom to design classes
4. Develop Teaching Artist Board liaison position and recruit candidates for January start
5. Resolve insurance/liability issues
6. Continue to work on resolving operational issues, clarify communication channels

### **CODE OF CONDUCT POLICY FOR REVIEW/REVISION**

The Code of Conduct was edited as follows (additions noted in red):

Insert “Teaching Artist” in reference to policies.

3. Teaching Artists shall know, understand, and support ArtStream’s mission, vision, core values, purpose and goals and become familiar with and follow ArtStream **Teaching Artist** policies, procedures, and guidelines.

Add “or to any person identified by the donor” in reference to special treatment.

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 **or to any person identified by the donor** with respect to matters pertaining to ArtStream without fully disclosing such items to the Executive Director.

Board members agreed that the conflict of interest issue as it is addressed in the Code of Conduct explains the nonsolicitation requirement in the 19-20 Teaching Artist Contract. The Code will be finalized along with the 19-20 contract.

### **DRIVING POLICY FOR REVIEW/APPROVAL**

Heller An Shapiro reported that the current fee for background checks is \$16.95/person. Adding the motor vehicle record check (MVR) will add \$7.00, bringing the total cost to \$23.95/person. Total cost for 72 Teaching Artists and 30 volunteers will increase from \$1,729 to \$2,443.

A motion was made to approve the Driving policy with the insertion of the Auto liability minimum for the state in which the car is registered. The DC, VA, MD minimums will be noted. The motion carried without dissent.

### **FUNDRAISING POLICY FOR REVIEW/REVISION**

A motion was made to approve the fundraising policy with the following changes (additions noted in red). The motion carried without dissent.

Change the use of “we” to “ArtStream” as follows:

“~~We~~ **ArtStream** accepts philanthropic support to fulfill our mission and better serve ArtStream participants.”

Change the use of “we” to “ArtStream” and “they” to “donors” as follows:

“ArtStream maintains artistic control over all of its programs. Donors do not direct programming decisions, nor do their organizations, initiatives, or ideas receive preferential treatment. ~~We~~ **ArtStream** may produce content with which ~~they~~ **donors** disagree or that includes criticism of their organizations.”

Change “feel” to “determine” as follows:

“ArtStream reserves the right to reject any gift that we ~~feel~~ **determine** would compromise our artistic integrity or harm our financial sustainability.”

Change the policy update schedule to every three years unless otherwise warranted as follows:

“This gift-acceptance policy will be reviewed at least once every ~~other~~ **three (3)** years by a three-person Task Force of the Board of Directors **unless otherwise warranted**. Updates will be posted online and made available to donors.”

### **PROPOSED 2020 MEETING DATES**

A motion was made to approve the proposed 2020 meeting dates as follows. The motion carried without dissent.

Monday, January 13, 7-9 p.m.

Monday, March 23, 7-9 p.m.

Monday, June 1, 7-9 p.m.

Monday, September 21, 7-9 p.m.

Monday, November 9, 7-9 p.m.

### **FY20-22 STRATEGIC PLAN PROGRESS REPORT**

A sponsorship brochure was completed and distributed at the meeting.

### **NEW BUSINESS**

Board members reviewed an offer from Merrill Lynch to provide information about the changes in the tax law related to donations to nonprofits. The auditors will be asked to provide this along with the audit presentation.

### **NEXT MEETING**

The next meeting of the Board of Directors will be **Monday, January 13, 7-9 p.m.** at the

ArtStream office. A meeting with the auditors will begin at 6:30 p.m.

The meeting was adjourned at 8:45 p.m.

Respectfully submitted,  
Maggie Haslam

**2020 MEETING DATES**

All meetings are scheduled from 7-9 p.m.

Monday, January 13, 7-9 p.m. (Auditor meeting begins at 6:30 p.m.)

Monday, March 23, 7-9 p.m.

Monday, June 1, 7-9 p.m.

Monday, September 21, 7-9 p.m.

Monday, November 9, 7-9 p.m.