

Cover Letter to 2023 Handbook:

This document is titled “v1 2023 McGuffey handbook and bylaws” and features an update to the studio assignment recommended process using the waiting pool. When the next change is voted in, we will increment the document to v2 or version 2. Sincerely, 2022-2023 McGuffey Executive Council: Amanda Liscouski, Jane Skafte, Carolyn Capps, Eileen French.

Cover Letter to 2021 Handbook

Based on the 2017 version of both edited by Laura Jones, this version adds both together and incorporates some minor changes that reflect current practice as well as proposals passed during the 2020-2021 fiscal year. Sincerely, 2020-2021 McGuffey Executive Council: Brielle DuFlon, Joel Jones, Judy McLeod, Fenella Belle, & Jennifer Billingsly.

Cover Letter to 2017 Handbook

The Executive Council and the Chief Operating Officer are pleased to present the 2017 version of the McGuffey Arts Association Handbook. The intent is to preserve the substance of the old Handbook – with changes discussed by the Committee Heads, Council and Staff at the September 28, 2017 retreat - while shortening it and re-arranging sections so the Handbook would be more user-friendly.

You will also see some new sections given the changes that have occurred – with the approval of the membership – over the past few years. Finally, we also added a “Forms” section, and “Organization Chart” section, and a “Submitting Proposals” section to make participation in McGuffey governance easier for all members.

As you know, McGuffey is a non-stock, not-for-profit Virginia corporation that is governed like – and has the culture of - a cooperative association (although that is not technically our legal structure). These are the following legally required documents which govern operations of McGuffey:

- 1) Articles of Incorporation (passed in 1975 and amended several years later to add associate members)
- 2) By-Laws (also passed originally in 1975 and amended over the years, most recently in 2017 to specifically allow the Executive Council to hire and fire staff and to authorize this new Handbook)

McGuffey’s old Handbook was over 70 pages long and had become more of an archival record than a useful document containing a framework for how McGuffey wants to run things.

Essentially the old handbook had a lot of information in it that was not related to member rights and responsibilities and would therefore not need a vote of the entire association to change. Now seems the time to trust the Committees to take care of their business and the Council to supervise staff. The old handbook will be preserved, along with all of the Council and Association minutes, so if a question arises about how McGuffey used to do things and the answer is not in the new Handbook, we can refer to the archives.

In addition to this new Handbook, there will also be:

- 1) A Committee Handbook for each committee
- 2) An Employee Handbook containing job descriptions and office procedures
- 3) A Notebook with the By-Laws, Articles of Incorporation and our city lease

The Committee Handbook and the Employee Handbook will be both formed from the relevant sections from the old Handbook, with some new additions that reflect new procedures.

Contact: Laura Jones, Chief Operating Officer, at Mac@McGuffeyArtCenter.com

McGUFFEY ARTS ASSOCIATION HANDBOOK

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MISSION STATEMENT

McGuffey Art Center is a collective of artists working together to provide a public community art center for the city of Charlottesville, Virginia.

ABOUT MCGUFFEY

In 1975 our founders leased a historic elementary school building from the City of Charlottesville, located one block from Charlottesville's Downtown Mall. Today, we are one of the oldest artist-run organizations in the country.

As an art center we hope to pass along the creative spirit and serve artists of all experience levels. From classes for beginners to affordable studio space for working artists, we provide facilities, services, and opportunities not only for McGuffey members but for community members and groups in Charlottesville and beyond. We showcase the arts in our building through free art exhibitions and receptions, free tours for regional schools and civic organizations, and free daily open studios; we bring the arts to the broader community through collaborations with other organizations, community outreach by every McGuffey renting member, and open calls and free residency opportunities for community members. In all this, we work with the City of Charlottesville to serve city-wide goals and aspirations.

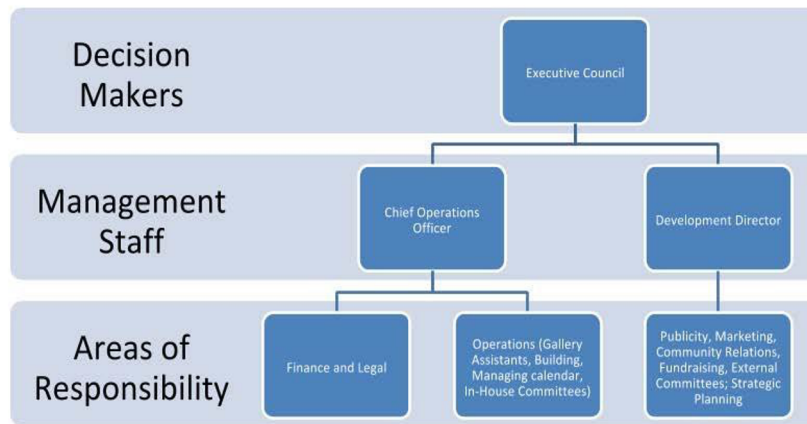
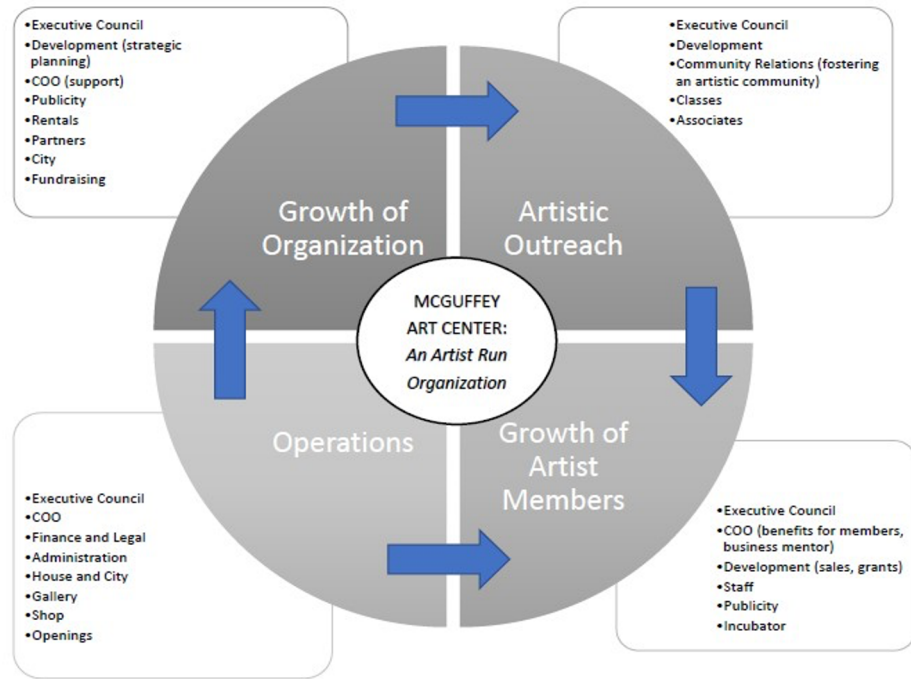
The McGuffey Association currently includes 46 renting artist members, 100 associate artist members, 4 incubator residency members, and rotating residency members from the region. We are a cooperative in which our members, through voluntary committees, led by an elected volunteer council, oversee our building, staff, and programs.

We are most excited in the years ahead for the McGuffey Association to make our building and programs more inclusive, more accessible, and more representative of the diverse perspectives in the city and its people. We look forward to fostering common ground, conversation and understanding by offering space for shared experience, creative discipline, and exploration.

This Handbook is intended to be a Member Agreement pursuant to Virginia Code Section 13.1-852.1. It supplements the by-laws and the member artists' leases. If there is any conflict, the lease and/or bylaws shall govern. To get the full picture of how McGuffey operates refer to by-laws, committee notebooks, staff notebooks, and your studio lease, all of which documents are available in the office.

ORGANIZATION CHARTS

These two organization charts – one mission-driven and one traditional – illustrate how the governance of the Association is divided and managed.



SUBMITTING PROPOSALS AND VOTING RIGHTS (WHO DOES WHAT)

Things Staff can do without Council:

- 1) Maintain daily operations of the Center and Association.

Things Committee Chairpersons can do without Council:

- 1) Spend money as budgeted
- 2) Perform duties specified in the Handbook

Things Council can do without Association:

By-Laws - Section 4.01 General Powers. The affairs of the Association shall be managed by the Executive Council, consisting of the individuals serving as directors and officers of the Association, and all corporate powers shall be exercised by the Executive Council, except as otherwise expressly required by the articles of incorporation, or by these by-laws, or by law

- 1) Amend by-laws and handbook (Section 9.01)
- 2) Levy dues and assessments (Section 2.04)
- 3) Create house rules, regulations and polices (Section 2.04)
- 4) Determine who can be a renting member (Section 2.02)
- 5) Determine who is in good standing (Section 2.05 and 4.01)
- 6) Terminate renting members for cause (Section 2.05)
- 7) Allocate studio space (Section 2.06)
- 8) Determine what will be discussed in a meeting (Section 3.07)
- 9) Hire and fire employees (Section 4.01)
- 10) Appoint members to committees (Article VI)
- 11) Sign contracts (Article VII)
- 12) Establish the new Handbook (Virginia Code Section 13.1-852.1)

Things requiring Association approval:

By-Laws - Section 4.01 (cont'd) General Powers. The general powers of the Executive council shall be limited by any action taken by the members at any annual, regular, or special meeting of members duly called and at which a quorum is present, provided such action be approved by a majority of members present in person. Action taken by the members, as the term is used herein, may include, without limitation, (i) review of any specific decision of the Executive Council and reversal thereof to the extent consistent with general law; and (ii) revocation of prior house rules, policies or regulations, and establishment of new policies or regulations in whole or in part. Any such house rule, regulation or policy established by the members shall not be modified or repealed other than by subsequent vote of the members.

- 1) Amend the by-laws (Section 9.02)
- 2) Terminate renting members without cause with a 2/3 vote (Section 2.05)
- 3) Election of officers / members of council (Section 3.01 and 3.09)
- 4) Remove a member of the Council with a majority vote (Section 4.03)
- 5) Election of chairmen for committees (Article VI)

- 6) Amend the new Handbook (Virginia Code Section 13.1-852.1)

When a proposal is required for Council: (form available at end of Handbook)

- 1) If a matter needs to be decided by Council (and not staff or a committee chairperson), a written proposal is needed. Council then decides if the matter should be decided at a Council meeting or at an Association meeting.
- 2) Examples: spending a large amount of money (getting a new point of sale system for the gallery desk), substantially changing procedures or house rules (getting rid of the free pile), raising or reducing rents and fees; changing jury process, changing sub tenancy requirements, moving council or committee tasks to the office staff, etc.
- 3) Council may then vote on the proposal or table it or bring it to the Association for discussion / guidance

When a proposal must / should be voted on by the Association:

- 1) If a matter needs to be decided by the Association, or if Council decides the matter is important enough it should be decided by the Association, Council will bring the proposal to the Association at the monthly meeting.
- 2) Examples: substantially changing renting member requirements or duties; adding a new class of members (assistant or sharing); changing voting / election procedures; changing the mission statement; accepting the annual budget; changing lease terms

HOW MEETINGS ARE RUN

Quorum

- Quorum of 40% of voting membership must be present during an association meeting in order for any vote to be taken
- If there is less than a quorum it is at the discretion of presiding Council whether the meeting will be held or not in order for announcements and discussion to take place.
- No voting is permitted without a quorum
- No proxies are allowed
- A member's voting rights are suspended while that member is on extensive leave and/or subleases his/her studio. Voting rights are re-established when 1) the sublease is concluded, and 2) the member has returned from leave and is again satisfying his/her renting member duties.

Agenda

- Agenda will be posted five days before the association meeting
- Agenda may consist of old and new business
- Any member may request to be put on the agenda up to 72 hours before the meeting.
- It will be at Council's discretion whether an item should be considered for the association's attention or not. The matter in question may be resolved in a council meeting or by a member speaking directly to the member.
- Five signatures from the membership can override a Council decision to exclude a specific item from the agenda. A vote will then be taken to include or exclude the item on the agenda.
- Members are not permitted to introduce new agenda items during a meeting.

Minutes

Minutes of the last association meeting must be approved as written or amended at the start of each meeting. Corrections noted.

Committee, Office And Council Reports

This time can be used to make announcements or discuss business. If a simple matter needs to be decided by a committee, the presiding officer can say, "If there are no objections we will make the following change..." If further discussion is needed a decision can be made to table the discussion or discuss and vote.

Conduct For Voting

- As each agenda item is announced, discussed or proposed by Council, a debate or discussion may ensue.
- The presiding officer will lead the discussion to be sure every point is heard from all sides of the issue and attempt to steer the discussion in such a way that main points are

highlighted and all who want to speak have opportunity. If a motion is made, the presiding officer will restate the motion for all to hear.

- Another member seconds the motion.
- The presiding officer will attempt to bring the discussion to a close in a reasonable amount of time by asking if further discussion is needed. Then a motion is made to end the discussion. If there are no further remarks the officer will call for a second and then a vote.
- A vote to approve the motion will then be taken and counted by one of the presiding officers.
- “All in favor,” “all against,” “abstentions” will be noted. A simple majority wins.
- Tabling a motion for the next meeting is permissible if the debate is unresolved. A motion and a second and an affirmative vote is needed.
- Members who raise their voices or speak disrespectfully may be asked to leave the meeting.

Length Of Meeting

Meetings will not exceed 2 hours under any circumstances with the goal being 1.5 hours.

Extras

There is a moratorium on issues already voted on. A voted decision passed by a quorum should not be revisited in discussion for a year. When a question arises, the vote of the Association, i.e. the renting membership, is the final determination.

RENTING MEMBER Benefits, Rights and Responsibilities

The full details of your rights and responsibilities are outlined in your studio lease and/or sublease. The following are the most important:

1. Ongoing Participatory Responsibilities

- Provide an average of four to eight hours of labor per month to McGuffey on an assigned committee or on Council
- Agrees to be personally present in their studio during public hours for a minimum of 17.5 hours per week. (See Paragraph 7 for slightly different rules regarding studio shares.) Because of their inability to work simultaneously in their studio and that many performances are after hours, performing artists have to be present a minimum of 10 hours a week per artist, with a minimum of 17.5 hours per studio.) Weekend public hours for all renting artists present in their studios count as 1.5 hours.
- Pay rent in a timely manner. Rent is the working capital with which McGuffey Arts Association pays most of its bills. Rent checks are due at the front desk on or before the 1st of the month. Any renters who haven't paid by 5 p.m. on the 10th of each month are automatically issued a \$10 late fee, which increase to \$20 after the 20th and \$30 after the 30th.
- Abide by the Code of Conduct
- Refrain from the use of any flammable or toxic materials
- Agrees that all income from sales of work, tuition for classes, and ticket sales at performances go through the office. (Artists with their own business license are exempt from this requirement for Studio Sales only.). Agrees that commission will be withheld on all sales in the general exhibit space and shop at McGuffey and a license/processing fee will be withheld on all transactions run through the office not covered by another commission. (Current commissions are noted in your lease.)

2. Other Participatory Responsibilities

- Is available two times a year to demonstrate his or her medium to visitors on scheduled tours
- Agrees to participate at least once yearly in a community outreach activity.
- Agrees to fill out a self-evaluation form showing such outreach and tours. This self-evaluation form will also have a voluntary log of hours, which includes after hours use of studio and teaching of classes. The outreach and self-evaluation forms are DUE MARCH 31st and are the basis for the lease review process and are useful for preparing the annual report.
- Assists in at least one First Friday opening each year. (See Openings Committee)

- Understands the conditions under which multiples may be produced.
- Attends the mandatory May association meeting and acknowledges that there is a fine for missing the mandatory May. A written explanation in advance will be considered by Council as an excused absence for emergencies.
- Understands that Association meetings are held the third Wednesday of each month at 12:30. A member's voting rights are immediately suspended once the member goes on extended leave and/or subleases his/her studio. Voting rights are immediately re-established once 1) any such sublease has concluded, and 2) the member has returned from leave and is again satisfying his/her renting member duties. Proxy votes are not allowed.
- Notifies council or the office of dates member is on vacation or away for an extended time so committee questions may be directed to the appropriate person
- Maintains hallway space (particularly in the basements) clean and organized and assures that no personal items are stored in the stairwells.
- Understands there should be no signs (other than those provided by the graphics committee), flyers or postcards on studio doors and doorjamb.
- Acknowledges that a fine will be imposed for failing to perform committee duty
- Acknowledges that a \$100 fine will be imposed for propping the building doors open when the building is not open. During any non-public hours, excepting rentals, all unlocked doors will have a monitor or usher. Members with cause may request an elevator key.
- KEYS: Artists will be charged a fee for a lost key. Artist may at their discretion and expense, keep a studio key in the fire box in the mailroom.
- Understands that leases are binding for the whole year, unless there are extenuating circumstances. AT LEAST 30 days before leases renew, member needs to inform Executive Council, the office and any members sharing their studio, that they will not be renewing their lease.
- Acknowledges that a Lease Break fee will be owed if the Artist is allowed to leave early.
- Participates fully in the jurying process three times a year

3. Responsibilities for Use of Facilities

Understands anyone having an event, concert, or private party must fill out the Facilities Use Contract, available from the office, have it approved by rentals committee, and have it signed by Council. (Contract is usually not necessary if the event is on the same night and during the exact same hours of a McGuffey opening.) Agrees that all events that are happening in the building, even those private events held in studios, must be put on the calendar at the front desk. This includes all classes, rehearsals and whenever we have nonmembers entering the building. Council has the prerogative to veto events that conflict with rentals and ask that the date and/or time be changed.

4. Dance/Performance Members

Dance/ Performance Members understand and agree to the following additional stipulations:

- The group must have a point person whose name the group juried in under.
- Company members may teach company classes that are not open to the general public and are not advertised.
- For any event occurring in McGuffey where tickets are sold, the proceeds must be run through the office unless those performers have their own business license. Studio commission of 5% is withheld on ticket sales of renting artists, however, 25% will be retained on ticket sales by associates.

5. Member Rights and Benefits

- The opportunity to have below market rate studio space and a community of supportive artists
- May request single or group artist shows in the center and have work displayed in the gift shop
- May bring concerns to Council
- May use the McGuffey logo on their personal websites and social media, provided a link is provided to the McGuffey website
- Links to their personal websites on the McGuffey Art Center website
- Access to a Members Portal on the McGuffey Art Center website
- Shall be reimbursed for sales / classes / approved expenses twice monthly for renting artists (if the amount owed is over \$20) and once monthly for associate artists (if the amount owed is over \$20). Exceptions may have to be made for office staff absences.
- Renting members have full voting rights.

6. Member Code of Conduct

At McGuffey Art Center, we treat each other with respect, kindness and dignity. We also strive to foster an environment that supports the full expression of every member's creative potential and that is as free from conflict as humanly possible. This means, at a minimum, that all members are entitled to work in an environment that is free of harassment, bullying, and discrimination. Therefore, in order to provide members, visitors, students and staff with a welcoming artistic and working environment that furthers these goals and ideals, the McGuffey Arts Association ("McGuffey") has adopted the following Code of Conduct for Members which is hereby incorporated into each member's lease:

Members shall not engage in any conduct or behavior that: (1) harasses or threatens the safety or well-being of any member, student, employee or visitor; (2) is a danger to themselves or any other member, student, employee or visitor; or (3) interferes with McGuffey's ability to be a valued member of the artistic community or to conduct classes, workshops, openings, special events, exhibitions or other McGuffey programs.

McGuffey' Executive Council has the sole right to determine whether conduct or behavior is in violation of its Code of Conduct. Violation of this Code of Conduct may result in sanctions including suspension or expulsion from the McGuffey Art Center and/or premises; forfeiture of rent, fees, etc. and financial responsibility for any damage caused or liability incurred.

7. Studio Shares

[Until December 30th, 2021 see “Addendum on Sublets and Studio Shares” on page 34 for sublet and studio share information that may supersede information in this section.]

At the discretion of Executive Council, certain studios may be turned into Studio Shares. If a studio is designated a Studio Share the sharing renting members each must be present for a minimum of 10 hours in their shared studio. All other membership responsibilities remain the same.

8. Trial Period

All new renting artists will initially have a trial period of 6-12 months. At least one month before the end of the trial period lease, the office will notify Council of the pending expiration so can Council can decide whether to renew the new member's lease on a regular basis or extend the trial period.

ASSOCIATE MEMBER Benefits, Rights and Responsibilities

Associate memberships are offered to artists who jury in and wish to be part of the McGuffey artistic community and exhibit in and sell through the gallery and gift shop, but who do not wish to have a studio space in McGuffey Art Center or who are in the waiting pool for a studio.

Each associate member:

- May exhibit in McGuffey group shows. There are generally two group shows a year: in July (which lasts six weeks or until McGuffey closes for renovations) and in December
- May request single or group shows in the galleries.
- May offer items for sale in the Shop, if approved by the Shop committee
- Pays an initial entrance fee of \$75 when juried in. The Associate member annual fee is \$100 payable in June. Associate members juried in January pay \$37.50. A packet containing guidelines and a renewal contract will be sent with the understanding that either party may terminate this association for any reason.
- Understands if the membership fees are delinquent and the membership lapses for three years, a re-jurying is necessary in order to renew member status.
- Is encouraged to attend openings and meetings in order to become as much a part of the Center's operation as possible, however is not allowed to vote at the association meetings. The Associate membership is represented by the Associate Liaison / Committee Chair vote.
- Is encouraged to volunteer with McGuffey
- Receives postcard invitation to each show
- May teach classes at McGuffey and may rent the Starnes classroom for artistic uses
- Has a link to their personal websites on the McGuffey Art Center website
- Has access to a Members Portal on the McGuffey Art Center website
- May use the McGuffey logo on their website
- May be in the studio waiting pool
- Is encouraged to share information with the office about their exhibits, wherever they are, for posting on social media
- Is encouraged to participate in the jury process three times annually. This includes attending the jury discussions and submitting a ballot.
- Agrees that a percentage of all associate sales be retained by the Center as commission. The current percentage is in the Associate Contract
- May be asked to serve as liaison with the renting membership. The Associate Liaison (or Associate Committee Chair) is an Associate Member who is active in connecting the Renting and Associate Members. Refer to Committee Descriptions, Associate Committee for duties.

Dance/Performance Associate Members understand and agree to the following additional stipulations:

- The use of a performance space by Performance Associate members is contingent upon availability and consent of the renting members of the space.
- Rehearsal time is \$10 per hour for Performance Associate members
- Teaching fee is \$75 a semester
- The above fees will go into a studio fund to be distributed as room members see fit for upkeep and maintenance.
- They are encouraged to advertise in the class fliers and on the website subject to the regular class fee advertisement scale.

APPRENTICE/ASSISTANT ROLE IN RENTING MEMBERS' STUDIOS FOR PERFORMANCE AND VISUAL ARTISTS

Nonmember Apprentice/Assistant is permitted to use a renting member's studio for no more than 6 hours a week. It is the responsibility of the renting member to keep track of those hours. If this individual is using the studio for more than 6 hours a week on a regular basis, arrangements need to be made by both parties for the AA to contribute some committee work to the Association. This requirement may be met by gallery hanging, openings help, studio demonstrations, among other options. Alternatively, he or she can apply to become an associate or full renting member although this not a requirement. (This of course would entail a complete status change with responsibilities to the association.)

Nonmember use of renting member's studio for a maximum of 6 hours a week is for these purposes:

- a) to train for or learn a skill with the guidance of the renting member as teacher
- b) to assist the renting member in any way in the studio
- c) to make use of equipment that the renting member has in the studio that is otherwise hard for artists in the community to access.

Keys for this use can be given to the AA only if the renting member signs out the key from the office indicating why it is being signed out and for what duration of time.

No parking sticker will be issued to this person.

After hours use will be specified according to the needs of the individual studio and/or the discipline.

If the AA is working alone in the studio without the full member, a sign will be displayed informing visitors that the artist is an apprentice or assistant and not the renting member.

No sale of work is permitted at McGuffey unless the AA has become an associate member.

No fees are owed to McGuffey for this use only if the AA is an associate member.

Terms of payment for the use of the studio are between the renting artist and the AA.

The time an AA user spends in the studio cannot count toward the renting artists' 17.5 hour requirement in their studio.

LIMITS OF LIABILITY AND INSURANCE

McGuffey Arts Association does not carry art insurance and is not responsible for any damage to or theft of artwork. It is highly recommended that all resident artists have their own liability and personal property insurance and file a copy of this certificate with their lease each year in the main office. McGuffey carries liability insurance in the value of \$2 million with a \$2 million aggregate for the general public in the common areas and the classroom.

Generally, if a member damages/breaks unsold artwork while doing his/her committee duty, the exhibiting artist is responsible for damage or loss because of inherent risk. This applies to artwork in the shop as well. However, council will review each incident on a case-by-case basis.

McGuffey will not be responsible for work left on premises beyond the scheduled dates of the show. McGuffey will not be responsible for damages resulting from flaws inherent in the artwork. Artists exhibiting in the upper and lower hall galleries do so with the understanding that the McGuffey Art Center is not an air conditioned building. Artists exhibiting work that might be highly susceptible to uncontrolled humidity, do so at their own risk.

Artists exhibiting, do so with the understanding that occasionally McGuffey arranges for non-member events to take place at McGuffey. During these events McGuffey may be closed to the public and access to the artists' work will be limited to participants of the event only. If the artist has any concern about potential exposure of his or her work at such an event, it is the artist's responsibility to check with the gallery committee chair to discuss and/or clarify the potential impact of such an event on the artist's work.

Coverage is not available for artwork that is being juried and waivers stating this are part of the application.

SUBLET & LEAVE OF ABSENCE POLICY

[Until December 30th, 2021 see “Addendum on Sublets and Studio Shares” on page 34 for sublet and studio share information that may supersede information in this section.]

A renting member may be absent from their studio for up to one month and not be obligated to have a sublessee. He/she may be absent from their studio in a sublet-leave situation based on a one-to-six ratio, more fully explained below.

Sublet and leaves of absences are for the mutual benefit of the renting member and the McGuffey membership. They are granted at the discretion of the Executive Council. The application for a sublet/leave of absence should be submitted to Council for approval. The renting artist is responsible for paying a \$50 administration fee for the sublet lease. Both parties shall sign a sublease.

All sublessees must be drawn from the Studio Waiting Pool (first) or the Associate Membership (second). If no one can be found from these lists, then the renting member may go to the Sublet List (which can have non-members on it and is posted in the office) or find an appropriate artist from the community. A sublessee from any of these options must be approved by council every time even if previously approved. Sublessees must have an orientation organized by the sublessor. Preference MUST be given to associate members first and studio mate always has the ability to veto. Exceptions are made only by Council.

Every approved Sublessee needs to:

1. Sign a sublease and pay a one month’s refundable security deposit. It is understood that should the sublessee not maintain the subleased premises in clean and in good condition as such was at the commencement of this lease (ordinary wear and tear excepted) or be delinquent in their duties, Council reserves the right to retain this deposit.
2. Pay rent in a timely manner and follow all the House rules, including especially the rules on fire prevention and toxic materials and the rules on 17.5 hours studio time per week..
3. Sign for a studio key, obtain a parking permit (and return both at the end of the sublease period)
4. Read the McGuffey Art Association Handbook
5. Perform the Sublessor’s committee work. Tours and Outreach are encouraged, but not required if the sublease is for less than six months. If the sublease is for 6 months to a year, tours and outreach are required.

The failure of the sublessee to adequately fulfill responsibilities might jeopardize future renting membership status or associate membership status of that sublessee. In addition, the regular renting member (sublessor) will have this event noted on his/her record and be considered a risk by future councils if he/she wishes to take a leave again and might be denied that privilege.

NON MEMBER SUBLESSEES may sell their work from their studio but not from the shop, must run these sales through the office (unless they have their own business license on file in the office) and pay the appropriate commission (which is the visiting artist rate). Nonmember sublessees cannot teach in their studios or the classroom.

MEMBER SUBLESSEES may sell in the shop and their studio. Any associate member that sublets is not subject to the 25% commission when they sell their artwork in the building, but shall still pay the studio sale commission rate for in studio sales (5%) and shall pay the renting member commission for sales in the shop (15%).

Additional Clarification Of McGuffey Sublet & Leave Of Absence Policy

- Renting members may be absent from their studio in a sublet/leave situation based on the principle of a “one-to-six” ratio. This rule states that for every one month taken off by an artist, six additional months must be spent in the studio. The “one-to-six” policy seeks to ensure that we are full-time inhabitants of the studio we lease while still allowing us generous yearly sublets and a flexible system for occasional longer leaves of absence.
- On a yearly basis, the “one-to-six ratio” works out to approximately seven weeks (50 days) of sublet/leave time away per year. In addition to this allotment, everybody gets the last two weeks of August off, and is not responsible either for working 17.5 hours per week or having to sublet for this period. These two weeks can be added to the seven-week (50 day) sublet/leave an artist may take every year.
- Sublets/leaves for longer than 7 weeks per year must be a special occurrence, not a recurring part of the member’s yearly schedule. Council may give permission for a sublet/leave with the condition that the member will not take additional sublet/leaves for a period of time that brings the member in line with the “one-to-six” rule.
- Council will also consider the special circumstances of a longer sublet/leave request due to the member’s health or the caretaking needs of a member of his/her family. All members will be allowed a six-month childbirth leave of absence. If a sublet/leave request is denied, and the member changes their membership category from renting to associate, the member may put their name on the studio waiting pool immediately.

Using The “One-To-Six” Rule To Calculate Sublet/Leaves That Extend Beyond The Yearly Allotment:

While Council will use this math, it will also evaluate each extended sublet/leave on a case-by-case basis. The basic idea is to multiply the time spent away by six and then add this to your leave/sublet:

Example: A two-month sublet (about 60 days) multiplied by 6 equals 12 months (about 360 days) time required in the building in addition to your sublet. $2 \times 6 = 12$, or $60 \times 6 = 360$

Example: A three-month sublet (about 90 days) multiplied by 6 equals 18 months (about 540 days) time required in the building in addition to your sublet. $3 \times 6 = 18$, or $90 \times 6 = 540$

Example: A six-month sublet (about 180 days) multiplied by 6 equals 36 months (about 1080 days) time required in the building in addition to your sublet. $6 \times 6 = 36$, or $180 \times 6 = 1080$

JURYING OF NEW MEMBERS AND STUDIO WAITING POOL / MOVE LIST

All jurying must be based only on the materials that are presented and not on a particular applicant's personality, familiarity with current or former members, previous or ongoing work, etc. Each decision is based upon what is shown, how it is presented, and what is written in the application. The McGuffey Arts Association is looking for a cohesive body of work with a strong personal vision as reflected in the artist statement. The Center is not responsible for damage or loss that may occur to the art pieces during the application process.

The entire membership forms the jury. Renting members are required to turn in ballots. Associate members and guest jurors are invited to participate in the discussion group and voting. The criteria used by the jury to select new members are:

1. The work is inventive on many levels, reflecting the artist's personal vision and creativity.
2. The work is compelling, thought-provoking, evocative and committed to an artistic direction.
3. Mastery of formal elements and deft handling of materials is evident and judged to be relevant to the artist's intent.
4. The work is shown as it would be exhibited in a gallery.

An applicant may choose whether to be considered for associate membership or renting membership.

Interview & Acceptance Process

If an applicant successfully juries in, *the Executive Council must check the name against the record of past delinquencies and incident reports*. Applicants can be denied membership by Executive Council if they owe money or have past Code of Conduct violations.

If an applicant successfully juries in and wishes to be considered for renting membership the applicant will have an interview with two or more members of the McGuffey Executive Council. The purpose of this interview is to ensure the applicant fully understands and can commit to the responsibilities of membership, including the studio hour time, the committee work time, outreach, tours, and openings responsibilities.

Studio Waiting Pool and Move List

If an artist successfully juries in to McGuffey as a member and there is either not an appropriate studio space available or the artist is not prepared to fulfill the obligations of renting membership, the artist may elect to have his or her name placed in the waiting pool until a time an appropriate studio is available and the artist is ready and able to fulfill all obligations of renting membership. The artist must pay the Associate fee to be in the studio waiting pool.

If a renting member wants to move studios into a vacancy, they must submit their name to the Studio Move List. When a studio becomes available, priority shall be given to renting members in chronological order by when they were added to the Move List. After the renting members on the Move List have been notified and given right of first refusal, associate members in the Waiting Pool will be considered for studio space. A member must be in good standing for the Executive Council to consider them for a studio move.

Priority may be given next to associate sublessee's currently in the building and in good standing.

When using the Studio Waiting Pool to fill a vacant studio, priority shall be given to associate members who fully understand and can commit to the responsibilities of membership and are qualified to contribute what is most urgently needed by the Center on committee assignment at the time the vacant studio becomes available.

For studios occupied with other artist tenant(s), the decision is pending discussion with them to ensure there is no work-related reason that would make the match incompatible.

Juried In As Renting Members – Waiting For A Studio

STATUS #1

Artist is waiting to rent a studio that has not yet come available. Artist wants to sell in shop and/or show in new members' exhibition or group show and to have an immediate membership status with McGuffey Arts Association after being juried in. Artist needs to become an associate member to do this and pay the \$100 associate fee. If a studio comes available before six months is completed, one-half of the annual fees are refunded.

STATUS #2:

Artist is waiting to rent a studio and is selected to sublet a studio from a renting member for a period of time while waiting. Artist assumes *all* the responsibilities of the renting member whose place he or she is taking in the studio after being given a full orientation by the renting member. The \$100 Associate membership fee will be paid. The artist has full voting privileges. When the sublet period is up, the artist reverts to Status 1. Artist does not lose his/her place on the waiting pool. If a studio should become available while the artist is subletting, arrangements will have to be made between the renting member who is subletting out his/her studio and the sub lessee (artist in waiting) that are agreeable to Council and satisfies all obligations.

INCUBATOR STUDIO

The Incubator Studio is currently in studio #27 and is divided into 6 spaces. The rent is configured by the same per square foot amount as all other studios.

- Incubator studio members are interviewed by the Community Relations Incubator member and approved by the council. Applications are taken in March and April and a decision is made by late April.
- The rental is only for 1 year, July through June.
- The ideal candidate is someone who needs studio space to improve their art and time to concentrate on a body of work.
- Any medium will be considered as long as it won't create a problem for the other studio mates.
- Members of this studio will work on a committee in the same capacity as a McGuffey Renting Member.
- Members of this studio need to be in their studio 10 hours per week during open hours.
- A refundable deposit of 50% of their monthly rent is due upon the signing of the lease.
- Members of this studio can display and sell work in their studio and in the small hallway outside of their studio space and during the final show in July, but not in the shop. The commission is 15%.
- Members of this studio cannot teach at McGuffey.
- Members of this studio will showcase their work from the year as a part of the Summer Member's show in a well labeled area all together.

HOUSE RULES

1. McGuffey Art Center is open to the public, Tuesday through Saturday from 10 a.m. to 6 p.m. and Sunday from 1 p.m. to 5 p.m. We are closed on holidays (New Year's Day, Christmas, and Thanksgiving) and for the last two weeks of August. Members have access to the building at all hours of the day and night. However, when the shade is drawn in the main office, members are asked to please not enter or knock on the door at that time.
2. Studios are intended as work, teaching, and exhibition space. Resident members, Incubator Artists, and Associate members who teach in the classroom have keys to the building and gallery. Duplicating keys to the building is not allowed and would jeopardize a member's good standing. The names of any aides in possession of keys must be recorded with the office, and aides may only have keys with permission of Council.
3. Any studio improvement that requires attachment to the building is subject to Executive Council approval and deposit will be assessed at that time. This becomes a leasehold improvement and its disposition is subject to the desires of the Association. Any painting or other cosmetic changes within studios are the responsibility of the members. Artists requesting temporary additional space shall submit written requests to council.
4. Two duplicate keys for each studio must be available in the office for fire safety purposes. Studio door keys may be issued to a non-member with business in the building if the key is co-signed by a renting member.
5. Noise, children, dust, fumes, pets, and debris must not interfere with work in neighboring studios or from interfering with the public.
6. Each artist is responsible for the cleaning and maintenance of his/her own studio. The dumpster is provided for trash disposal and recycling. Please do not abuse the dumpster!
7. In the event of serious malfunction or necessary repair, check with the chair of the House Committee. Individual artists should not contact the city maintenance staff.
8. Studios that have storage space will have this space equally divided between the roommates. Both artists are guaranteed equal access to the sink in the storage area. If there are any agreements between the artists that alter this arrangement, these agreements will revert to the basic agreement when roommates change. All agreements between roommates must be written and submitted to Council in order to be considered binding.
9. The space from the front door of a studio to the entrance of the back studio is to be considered easement to that space. Even though the artist in the front half of the studio rents that space, they must allow the artist from the back studio and their visitors a clear path back to that studio and a minimum of 3' passage must be provided.
10. All artists must adhere to accepted practices in dealing with toxic and noxious fumes materials, and processes, including adequate ventilation from the building.
11. No toxic wastes should be emptied down the drains in the studio sinks. Examples include paint thinner, oil paint, solvents, etc.

12. The gallery sitter has discretion to open or close the building on snow days or due to inclement weather. The gallery sitter should collaborate with office personal to change telephone message and post the closing on the web site.
13. The City of Charlottesville is responsible for clearing walkways and parking lot and the House committee is responsible for setting out the hazard cones after snow plowing as necessary.
14. The north and south bulletin boards will have events offered at McGuffey and classes & special workshops not publicized in the class flyer. One McGuffey class schedule may be posted on the board. Postings must be legal-sized (8.5 x 14) or smaller- letter size is preferred- and limited to one slot per person/entity on each board. In the event there are more announcements than will fit in a single layer, priority must be given to events taking place within the building (even if that requires removing existing flyers). It is not first-come-first-served. This area is not to be used for open-ended personal announcements such as items for sale. In all cases, posted items must include a removal date in the bottom-right-hand corner. Items without a remove date will be considered open-ended and in violation and therefore removed, as will items that are not related to McGuffey. The front table in the entrance foyer is for art-related community interests; non-art related items may be posted on the large bulletin board next to the classroom.
15. McGuffey Arts Association carries a variety of business licenses (retail sales, teaching, and art services) to cover renting members. Individual licenses may be obtained at the artists' discretion and a copy of this license must be on file in the office, and attached to the studio lease. (See lease addendum.)
16. Satellite storage space, space that is not built into an artist's studio, will be considered McGuffey Art Center space that is rented as needed, in order of request. Artists who have no storage space have first rights. Secondary storage space allocations will be reviewed and renewed annually and is not guaranteed. Except for couches, which will remain only at the discretion of the adjacent residents in each space, anything that is not for display in north basement and south basement hallways will be removed. Artists renting basement studios can continue to display artwork in the hallways but all displays will reflect the same quality of presentation as seen in the upstairs halls, gallery and shop. Artwork must be labeled, clean, well-lit and rotated periodically. Second vice-president is in charge of monitoring hallway displays.
17. The telephone in the gallery is primarily for McGuffey Arts Association business.
18. Members must respect the protocol for communicating with council members by emailing mcguffeycouncil@gmail.com or by leaving written messages in mailboxes as opposed to walking into an individual's studio or confronting them in the hallway.
19. The art center will be open to the public every Monday in December.
20. Each artist should read and understand the conditions of his/her lease.

ALCOHOL USAGE POLICY

McGuffey will only grant approval for alcohol use for formal McGuffey openings (first Fridays) and for formal rental events where the renting entity has signed a formal agreement with McGuffey that clearly spells out all requirements and restrictions and has paid the required fees which cover the cost of the temporary alcohol license and the miscellaneous maintenance and administrative costs to McGuffey. Any request for a formal rental event must go through the Rentals Committee. A temporary ABC license must be obtained by making an application through the McGuffey office.

The McGuffey Arts Association office personnel are the only persons who have clearance to request a temporary ABC license from the ABC board.

License applications must be made a minimum of three weeks in advance of the scheduled event. McGuffey has been scrutinized by the ABC board in the past because of the Board's concerns that underage usage might occur. The ABC board has sent undercover agents to past events.

In the event that a resident artist holds a small private event in their own studio and serves alcohol, Virginia law will permit it only if the artist restricts the event to adults 21 years or older and who are invitation holders. The resident artist is required to demand guests to present their invitations on arrival. McGuffey will assume no responsibility or liability in this situation.

PARKING POLICY

- Parking is a first come, first serve privilege.
- Only renting members are allowed to have parking stickers (maximum of 2/member). Renting members should park along the building (left side of lot when driving in) as these spots are reserved for them and towing is enforced 24/7.
- When membership terminates or a member sells his/her vehicle, parking sticker must be returned.
- Parking passes will be required for all visitors/associates who park here. They will be dated and have the time on them. Longer termed blue permits are available for sublessees, students, and volunteers.
- For special events, the entire parking lot is available to all when the sandwich board is displayed. There will be no towing for these or after 4 p.m. on First Fridays.
- Parking passes are available at the front desk.
- Handicapped persons will not be required to have a pass.
- Absolutely no parking on the front lawn. Cars will be towed from there immediately.
- Only the House Committee, or Council members may call Colliers for towing. House Committee will monitor parking. The Office can issue parking notices.
- Permit parking only in McGuffey lot 8am-8pm, seven days a week.
- Violations should be reported to House Committee and / or the Office, who will pass the complaint on to House.

RULES & GUIDELINES FOR STARNES CLASSROOM & TEACHERS

- Classes are scheduled and held by individual artists, not McGuffey. Individuals may choose, for a small fee, to be part of a cooperative ad organized by the classes committee.
- During some class sessions, an extra week is included that can be used for a make-up class at no extra charge.
- Should two teachers decide to split a session, the total cost will amount to one full session, plus the pro-rated charge for the additional classes. The two teachers will work out amounts for which each individual is responsible among themselves.
- When more than one teacher requests the same time slot, preference will be given to the teacher who currently holds it, until that teacher has had it for the three concurrent fall, winter and spring sessions. At that time, another teacher may take over the slot for the following fall, winter and spring sessions.
- Teachers reserving the classroom must pay a cancellation fee if a class/workshop/camp is cancelled after the schedule has been finalized for the next session. *Teachers should keep the office informed of the status of classes, informing the office immediately if the class is cancelled.*
- Teachers are responsible for admitting their students and assuring that all students leave the building at the end of class. The exterior doors must not be unlocked, propped, or unattended during non-public hours.
- The Publicity committee must approve the design for any advertising or flyers using the McGuffey name in advance. The office can provide you with the style guide and a jpeg of our logo.
- All teachers using the Starnes classroom are operating under the McGuffey business license (unless they have their own license) and therefore need to process all moneys through the McGuffey office. Teachers operating under their own license must keep a copy of it on file in the office. Student checks received by the teacher need to be made out to *McGuffey Art Center* and delivered by the teacher to the office so that the bookkeeper can issue a check for the total amount, minus commission, back to the teacher. Most sales are processed through our website.
- Teachers are obligated to have all students fill out a McGuffey form (or one of their own), which spells out the McGuffey teachers' policies:
 - No refunds will be given after classes begin except at the discretion of the individual teacher (for causes such as illness etc.).
 - McGuffey Art Center is not responsible for personal injury or property loss.
 - Students give permission for photos to be taken and used for promotion.
- Teachers are responsible for clean up in the classroom after each use. At the end of each class period, all tables that were used should be cleaned well; two tables left standing and the rest should be folded against the wall opposite the windows. Chairs should be returned to the racks under the windows. The sink counter should be wiped clean and the trash taken to the dumpster. Easels should be stored neatly behind the wall

- Teachers with daytime classes need to distribute temporary parking stickers to their students to be placed in the windshields of their cars if they are parked in McGuffey's lot.
- Advertising of classes by individual teachers in flyers or newspaper ads is subject to oversight by the classroom chairs and Publicity Chair to evaluate matters of taste, improper use of McGuffey logo, or information that may be deemed misleading or confusing to the public. A McGuffey style guide is available upon request.
- Teachers may post flyers or advertising in the halls, the community bulletin board or on the front or side doors of McGuffey. They may not replace other fliers unless the date has expired. They may leave them on the front table.
- Student Shows: Except for food and beverages for the opening, all costs associated with the hanging and advertising of the show must be borne by the teacher. No sales of student work will be permitted on the premises. Therefore, McGuffey will take no commissions. Only teachers currently teaching in the building will be permitted to have student shows in the building. Teachers may use the alcoves and the Starnes classroom for exhibition space. Hallways and main gallery are off limits for student shows unless with special permission from gallery and classroom committees.
- Sometimes the classroom is used for outside rental events. Teachers should accommodate caterers when they come to make deliveries for nonmember rentals.

GALLERY AND SHOP EXHIBITION POLICIES

(Please see gallery committee handbook for show hanging policies)

Artists submit show request applications in mid-January of a particular year for that show year (i.e. eight months before the first show is scheduled to be hung.) The Gallery Committee sends out an announcement in January, asking for applications to show.

All applications will be considered according to availability of space, date and location of the artist's last show in McGuffey, and the continuity of the showing schedule. Persons who may submit applications are renting or associate members within a calendar year of any given show date. The artist may show in any given medium, and is not limited to the discipline they were accepted. Any additional groups or individuals to be considered for showing must have approval of the gallery committee chairpersons. Gallery chairs have the final say in all matters concerning the scheduling of shows. Gallery committee will make every effort to have the schedule in place by April 1.

If you are planning to give a GALLERY TALK, it must be discussed and arranged in advance with Community Relations Committee and it may not be scheduled on opening night. The artist understands the expected timetable and agrees to meet the deadlines. The artist understands that the gallery committee has the final say in all matters concerning the hanging and editing of exhibitions.

Members may request single or multiple artists' shows in the gallery and halls and may have work displayed in the shop throughout the year. The exhibit schedule for the upcoming year will be announced prior to the annual meeting in May. The Gallery Committee has curatorial discretion in hanging exhibits and agrees to hang work on the Monday before the opening of the show. (The holiday group show will be hung the Monday before Thanksgiving and remain until the first week of January.)

Shows scheduled in the galleries must be contained within the respective gallery space. Work from the shows in the galleries will not be displayed in the shop, including over the front desk. There is a separate shop show calendar managed by the Shop Committee.

The hall galleries will be scheduled. "Group show" filler should not preclude use by individuals. General proposals will be requested from those members asking for a show as a scheduling tool, not to be used to determine the merit of a show.

Gallery chairs have the responsibility to assemble the shows in a way that they deem compatible and exciting each month from the candidates who have applied. Artists who have been turned down because of the number of applications will be given first consideration during the next gallery cycle.

The commission rates for gallery and shop sales are:

- 0% K-12 school groups
- 10% Charitable Non-Profit Groups (with an approved application to McGuffey)
- 15% Renting Artists

25%	Associate members/ Subleasing Visual Artists
35%	Nonmember Artists

A \$75 flat fee will be charged for each gallery space for non-McGuffey groups. K-12 school groups are exempt; city-sponsored and 501 C3 charity groups may apply to council for exemption. All exhibitors have to pay the Openings fee of \$100 for any show as this covers the cost of food and wine.

OFFICE STAFFING

There shall be sufficient staff to ensure the smooth and affordable management of McGuffey Arts Center and McGuffey Arts Association. See the Employee Handbook for more information. Council shall have the authority to hire and fire employees and may, in their discretion, seek input from the Association.

COMMITTEES and ELECTIONS

Elections are held annually and the committee assignments as well as the council election are made at the annual membership meeting in May. No proxy voting is allowed. The renting members meet monthly as the McGuffey Arts Association. Many committees conduct daily management. A five-member executive council, with the assistance of office staff, conducts the business of the center. The following are our current standing committees.

- Executive Council
- Gallery
- Community Relations
- Racial Equity and Inclusion
- Tours
- Rentals
- Classroom
- Associate Committee
- Openings
- Shop
- Life Drawing
- House
- Publicity - PR & Marketing Team

For details of committee procedures for each specific committee, please see the Committee Handbook.

TECHNOLOGY, DATA COLLECTION AND COMMUNICATON

As McGuffey does more and more electronic communication (emails, newsletters, social media), it is helpful for member artist to share names and emails of people who may be interested in local art. McGuffey will only use those emails in a professional and reasonable manner and will respect all privacy requests.

The McGuffey gallery assistant will check the media@mcguffeyartcenter.com email at least 2 times per day during regular business hours (10am-5 pm) Tuesday–Saturday except federal holidays and during the two weeks we are closed in August. Your requests will be addressed in the order they are received and will be forwarded within 48 hours of request.

All emails must include subject lines that state the type of business. All emails must include a note at the beginning instructing whom to direct the forward to: the full membership, renting members, associate members, or Council. McGuffey media will reply to your request asking for this information if it is not included and that will hold up the forwarding process.

CONTACTS and FORMS

Contacts:

Executive Council: mcguffeycouncil@gmail.com
434-295-7973

Chief Operating Officer: Bill LeSueur
mac@mcguffeyartcenter.com
434-295-7973

Finance Bookkeeper: Beth Weisman
finance@mcguffeyartcenter.com

Gallery Assistants: media@mcguffeyartcenter.com
434-295-7973

Publicity: publicity@mcguffeyartcenter.com
macshowpress@gmail.com

Forms:

See mcguffeyartcenter.com MEMBERS PORTAL for:

SUBLEASE REQUEST

OUTREACH FORM

APPLICATION FOR BUILDING USE

PROPOSAL TO COUNCIL

SHOW REQUEST FORM

SHOP FORM

INSTRUCTORS FORM

MEMBER SPOTLIGHT PUBLICITY FORM

CLASSROOM CALENDAR

COMMISSIONS, FINES, and FEES

COMMISSIONS, FINES AND FEES		
DESCRIPTION	AMOUNT	RESPONSIBILITY
Studio Commission	5%	Office
Class Commission	2%	Office
Renting Commission (Shop, Exhibit)	15%	Office
Associate Commission (Shop, Exhibit)	25%	Office
Visiting Artist Commission (Exhibit)	35%	Office
Late Rent	10, 20, 30	Office / Treasurer
Key replacement	20	Office
Credit card fee on rent or other office payments	4%	Office
Copy money	5 cents, 10 cents (color)	Office
Parking sticker replacement or non-return	5	Office
Propping doors open	100	House
Cancelling an exhibit within 6 months	100	Gallery chair
First Friday Openings sub (payable directly to sub)	40	Artist
Failure to perform committee duty	40	Committee chairs / Treasurer
Sublease fee	50	Office
Breaking lease fee	50	Office
Trash disposal fee on checkout	varies	House
Missed jury duty	40	Treasurer
Missed mandatory association meeting	30	Treasurer
Classroom cancellation fee	35	Classroom chair
Class ad fee	15	Classroom chair
Starnes rental fee	varies (15 / hour for members)	Classroom chair
Summer clean up fee	45	House
Late fee for summer clean up (or payment of any fee)	5, 10	Committee chairs / Office
Associates fee	100	Office
Entrance fee	75	Office
Refundable security deposit	1 months rent	Office
Parking in lot during advertised rental	40	Rentals

LEASE REVIEW and TERMINATION / PROBATION / LETTERS OF CONCERN

The procedures described here are for the purposes of guiding and improving an individual member's performance of their duties as described by the Association's bylaws and its handbook. If the steps outlined here do not have the effect of changing the individual's performance, the procedure for lease termination is also set forth here. When a member is under a review, their name should be included in the minutes.

Lease Review:

Lease reviews will be scheduled by the Executive Council in April to evaluate whether individual members have been fulfilling their responsibilities according to our lease with the City of Charlottesville, our By-Laws, and this Handbook. These evaluations by Executive Council will be based on the self-evaluation/outreach forms that are turned in each March to the office and other incident reports. Members fill out these outreach forms to document their fulfillment of member responsibilities as stated in their lease. Council may offer feedback on these forms.

Those members who do not turn in an outreach form will automatically receive a six-month lease and be asked to fill out another outreach form at the end of the six months. Council, in addition, has discretion to use its own judgment and knowledge of specific circumstances when evaluating members.

If a lease review leads council to decide action is necessary, it will send a letter of concern outlining the issues that need to be addressed. If the issues are not satisfactorily addressed, council may begin termination of the lease or lesser action including probation. At any time during a review of a member, any member has the right to put their case on the agenda and bring it before the Association, if they feel they are being unfairly represented by council.

Probation / Letter of Concern:

An artist can be put on probation for violating member rights and responsibilities. Upon first notice of a violation, a letter of concern will be written by council and sent to the artist with a copy to the office. Incident reports and correspondence regarding serious probationary and disciplinary matters should be kept on record. If the behavior at issue continues, the artist will be placed on probation. If probation is violated, the artist's renting membership status will be reviewed. If the renting membership status is terminated as a result of that review, Council will decide if the former renting member can remain an associate member. If membership has been terminated, a new jurying process will be required for associate membership only.

Lease Termination:

A renting member can have his or her lease terminated immediately if he or she has violated the Code of Conduct. A member may have his or her lease terminated if he or she is over 30 days late paying rent twice within one fiscal year. Other violations of rules may also be deemed serious enough by Council to warrant lease termination outside of this lease review procedure.

Associate Membership Termination:

Any Associate member who has not paid their associate dues for three years is terminated and must re-jury in to regain Associate member status. If an Associate has not paid dues for less than three years, he or she may regain current status by paying all back dues.

MCGUFFEY ART CENTER BY-LAWS

(Herein called the Association)

ARTICLE I. ASSOCIATION

Section 1.01. Purposes. The purposes for which the Association is organized are as follows:

- (a) To be a non-stock, not-for-profit corporation, none of the income of which shall inure to the benefit of any private individual or to any political organization.
- (b) To lease from the City of Charlottesville, Virginia, upon such terms and conditions and for such period of time as may be mutually arranged, the building in the City of Charlottesville known as the McGuffey School (hereafter called the McGuffey Art Center or the Center) and to provide studio space therein for artists and artisans.
- (c) To sublease studio space in the McGuffey Art Center to such artists and artisans as may be from time to time approved and upon such terms and conditions as may be from time to time established by the Board of Directors of the Association.
- (d) To operate a gallery from which the works of tenants and other local artists and artisans may be sold in accordance with rules and regulations adopted from time to time by the Board of Directors.
- (e) To foster the aims of public education in the arts.

Section 1.02 Principal Office. The principal office of the Association in Virginia (as required by law) shall be at such place as the Board of Directors shall from time to time by resolution determine, and may, but need not, be at the principal office of the Association.

Section 1.03 Registered Office. The registered office of the Association in Virginia (as required by law) shall be at such place as the Board of Directors shall from time to time by resolution determine, and may, but need not be at the principal office of the Association.

ARTICLE II. MEMBERSHIP

Section 2.01. Membership. There shall be one class of voting members, and membership shall be non-transferable. The voting members shall be comprised of individuals who have signed leases for studio space in the McGuffey Art Center and whose leases are current, valid and binding agreements, and all such individuals shall be members.

Section 2.02. Eligibility. The eligibility of applicants to become members shall be determined by the Board of Directors or by a committee appointed by the Board of Directors for such purposes. The determination of eligibility shall be based on demonstrated creative ability of the applicant, technical skill, the need and desirability for a particular expression of art or craft to be represented in the Center at the time of consideration, the ability and willingness to participate in the management of a co-operative, and the availability of space compatible with the proposed use. Additional considerations may be from time to time adopted by the Board of Directors and shall be expressed in writing as an amendment to this by-law.

Section 2.03 Voting. Each voting member shall be entitled to one vote at any meeting of members duly called in accordance with the provisions of these by-laws.

Section 2.04. Duties of Members. The execution of a lease by a member shall be deemed an acknowledgment of the following:

- (a) That the member has read and understands these by-laws;
- (b) That the member agrees to perform all the covenants and conditions contained in the lease and to pay rent for studio space in the amount and at the time determined by the lease;
- (c) That the member agrees to pay all other dues and assessments from time to time levied by the Board of Directors pursuant to authority vested in the Board under the articles of incorporation and these by-laws;
- (d) That the member shall obey all house rules, regulations and policies established by the Board of Directors and shall perform such duties with respect to the operation of the Center as may be assigned by the Board of Directors, a committee designated for such purposes, or by officers of the Association authorized to make such assignments.

Section 2.05. Term of Membership. Membership shall be renewable annually by members in good standing upon payment of such dues and assessments as may be levied by the Board of Directors and by execution of a renewal lease satisfactory to the Board. Good standing shall be determined by a periodic evaluation by the Board of Directors, or a committee appointed by the Board for such purpose, of a member's total performance as a member of the Association. Specific criteria shall include, but not be limited to (i) maintenance of acceptable standards of performance in the discipline in which the member is engaged; (ii) performance of duties assigned, (iii) payment of rent, dues and assessments in compliance with rules, regulations and policies properly adopted by the board of Directors; and (iv) a demonstrated supportive and co-operative attitude concerning the Association.

In the event a member is found wanting or deficient in any of the categories enumerated above or any other criteria authorized by the Board for consideration, such member shall be notified in writing. Such notice shall contain reasonable specification of deficiencies, and any member receiving such notification shall, upon request, be entitled to a hearing with respect thereto before the Board of Directors. In the event a majority of the Board determines after a hearing that the deficiencies are unlikely to be corrected, it may terminate the individual's lease and membership in the Association or decline to renew such lease upon its stated termination. Membership may also be terminated at time of lease renewal upon vote of two-thirds of the membership and in such case no cause need be stated.

Section 2.06. Right to Studio Space. Regardless of whether a member be in good standing at the

end of the term of lease, such member shall not be automatically entitled to renew his or her lease in the same space for the forthcoming year. For the benefit of the operation of the entire Center, the Board may reassign studio space but shall give due consideration to preferences of individual members.

Section 2.07. Member Agreement / Handbook. The Association shall have a member agreement pursuant to Section 13.1-852.1 of the Code of Virginia. This member agreement shall be known as the Handbook and shall provide additional guidance on the rights and responsibilities of members of the Association and shall govern the relationship among the members, directors and Association. If there is any conflict between the Handbook and these by-laws, these by-laws shall govern.

ARTICLE III. MEETINGS OF MEMBERS

Section 3.01. Annual Meetings. An annual meeting of the members of the Association, for the purpose of electing officers and for the transaction of such other business as may properly come before the meeting, shall be held in the month of April, at such time and place as may designated in the notice of the meeting.

Section 3.02. Regular Meetings. The Board of Directors or the members may establish a regular day, time and place for regular meetings of members by adopting a resolution to such effect setting the day, time and place.

Section 3.03. Special Meetings. A special meeting of the members may be called at any time by the president, by a majority of the Board of Directors, or by twenty-five percent of the voting members.

Section 3.04. Notice of Meetings. Written notice of annual and special meetings shall be posted at appropriate places within the McGuffey Art Center building no less than five days prior to the meeting. Such notice shall state the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting was called.

A member who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice of any adjourned or recessed meeting need not be given.

In the event the Board of Directors or the members establish a day, time and place for regular meetings as provided in Section 3.02 above, a general notice posted at appropriate places within the McGuffey Art Center not less than five days prior to such regular meeting, stating the day and hour of the meeting, and a description of the matters to come before the meeting, shall be deemed sufficient notice of the meeting.

Section 3.05. Quorum. At any meeting of the members the presence of forty percent of the voting members, in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the voting members present in person or represented by proxy and entitled to vote may adjourn the meeting from time to time and from place to place until a quorum is obtained.

Section 3.06. Organization of Meetings. At every meeting of the members, the president, or in the absence of the president, the first vice president, second vice president, treasurer or recording secretary, in that order, shall act as chairman of the meeting. The recording secretary, or, in the discretion of the chairman, any person designated by him, shall act as secretary of the meeting.

Section 3.07. Business and Order of Business. At each meeting of the members such business may be transacted as may properly be brought before such meeting, whether or not such business is stated in a notice of meeting or in a waiver of notice thereof, except as otherwise provided by law or by these by-laws. The order of business of all meetings of members shall be determined by the chairman, but such order of business may be changed by vote of a majority in voting power of the members present in person or by proxy and entitled to vote at the meeting.

Section 3.08. Voting. If a quorum is present, the affirmative vote of a majority in voting power of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by law, by the articles of incorporation, or by these by-laws.

Section 3.09. Election of Officers and Directors at Annual Meeting. At the annual meeting of member, an election of officers and directors shall occur in the manner set forth below. All officers shall be directors, and all directors shall be officers, and in their combined functions, they shall be known as the Executive Council, and wherever in these by-laws reference is made to the Board of Directors, such reference shall be construed to mean Executive Council and vice versa. An election of a slate consisting of a president and four directors shall be held. Following nominations from the floor the member receiving the greatest number of votes in the election, for the contested position shall be holder of the office for the forthcoming year, or until the election and qualification of a successor, provided, however, the procedure for electing officer may be varied with the consent of a majority of members present at the meeting, if a written proposal describing the method of electing officers has been posted by a member five days prior to the election meeting.

Section 3.10. Conduct of Meetings. To the extent not inconsistent with any express provision of the Association's charter or these by-laws, all meetings of members shall be conducted according to the provisions of Robert's Rules of Order.

ARTICLE IV. DIRECTORS – OFFICERS –EXECUTIVE COUNCIL

Section 4.01_ General Powers. The affairs of the Association shall be managed by the Executive Council, consisting of the individuals serving as directors and officers of the Association, and all corporate powers shall be exercised by the Executive Council, except as otherwise expressly required by the articles of incorporation, or by these by-laws, or by law.

By way of illustration, and not by way of limitation, the Executive Council shall have the following powers: (i) to represent the Association in any aspect of its affairs with the City of Charlottesville, including any joint committee from time to time appointed comprised of members of the Association and individuals designated by the City of Charlottesville; (ii) to appoint one or more members of the Association and, in accordance with the provisions of these by-laws, approve or disapprove applications for membership, execute on behalf of the Association leases for space in the McGuffey Art Center (subject to the approval, if any be required, of the joint committee comprised of members of the Executive Council and individuals appointed by the City of Charlottesville), make all necessary determinations required by or implied from these by-laws with respect to renewal of leases, determination of good standing of members, and continuation of membership; (iii) to establish from time to time auxiliary or supporting groups for the McGuffey Art Center to perform such functions as may be helpful or desirable and to accord members of such groups such privileges as the executive council may deem reasonable, provided, however, no members of such groups shall have voting rights (any such group shall be designated by a suitable name such as associate members, volunteer members, etc); (iv) to promulgate house rules, policies, and regulations for the operation of the McGuffey Art center as may be necessary or desirable; (v) to appoint special or ad hoc committees to make studies, recommendations or to take such action as may be necessary to assist the Executive council to carry out its duties; (vi) to inquire into and take appropriate action with respect to any complaints or recommendations of members or other interested parties with respect to the general operation of the McGuffey Art Center or the conduct of any of the members; and (vii) to hire and fire employees and delegate such duties as appropriate to such employees.

The general powers of the Executive council shall be limited by any action taken by the members at any annual, regular, or special meeting of members duly called and at which a quorum is present, provided such action be approved by a majority of members present in person or by proxy. Action taken by the members, as the term is used herein, may include, without limitation, (i) review of any specific decision of the Executive Council and reversal thereof to the extent consistent with general law; and (ii) revocation of prior house rules, policies or regulations, and establishment of new policies or regulations in whole or in part. Any such house rule, regulation or policy established by the members shall not be modified or repealed other than by subsequent vote of the members.

Section 4.02 Term of Office and Qualifications. The Executive council, five in number, shall be elected annually in the manner provided in these by-laws, and each shall hold his office and directorship until the annual meeting next following his election, or until his successor shall have been elected, or until his sooner death, resignation or removal. No decrease in the number of directors or officers by amendment to the by-laws shall have the effect of shortening the term of any incumbent director or officer. Only voting members may be officers and directors.

Section 4.03. Removal. Any member of the Executive Council may be removed from his

directorship and office, either with or without cause, by a vote of a majority of members entitled to vote, given in person or by proxy, at any special meeting or the members duly called in accordance with the provisions of these by-laws.

Section 4.04 Organization. At each meeting of the Executive Council, the president, or in his absence, the first vice president, second vice president, treasurer or recording secretary, in that order, shall act as chairman. The recording secretary, or in the discretion of the chairman, any person appointed by him, shall act as secretary of the meeting.

Section 4.05 Place and Time of Meetings. The Executive Council shall from time to time designate a day, hour and place for regular meetings. Special meetings may be called by the president or any three members of the Executive Council. All meetings of the Executive Council shall be open to members, unless a majority of the Executive Council votes for an Executive Session.

Section 4.06 Waiver and Notice of Meetings. No notice shall be required with respect to regular meetings of the Executive Council but an agenda shall be posted prior to the meeting. Notice of special meetings shall be mailed to, delivered personally to, or placed in each director's box in the McGuffey Art Center not more than five nor less than three days prior to the special meeting and shall state the purpose thereof and a copy of the notice shall be posted. Proper notice of any special meeting of the Executive council shall be deemed to have been given to any director if such notice shall be waived by him in writing before or after the meeting, and a director who attends a meeting shall be deemed to have had timely and proper notice thereof, unless he attends for the express purpose of objecting the transaction of any business because the meeting is not lawfully called or convened.

Section 4.07 Quorum and manner of Acting. A majority of the number of directors at the time fixed by these by-laws shall constitute a quorum for the transaction of business by the Executive Council. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Executive Council. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until a quorum be had. The directors shall act as the Executive Council, and the individual directors shall have no power as such.

Section 4.08 Resignations. Any member of the Executive Council may resign at any time, orally or in writing, by notifying the president, or if the resigning Executive Council member be the president, by notifying the first vice president. Such resignation shall take effect at the time therein specified; and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.09. Vacancies. Any vacancy in the Executive Council, caused by death, resignation, removal, disqualification, or any other cause may be filled by the majority vote of the members at the next regular or special meeting of the membership.

ARTICLE V. OFFICERS

Section 5.01 Officers. The officers shall be a president, first vice president, second vice president, treasurer and recording secretary. Each officer shall also be a director of the Association.

Section 5.02 Election and Term of Office. The officers shall be elected annually at the annual meeting of the members in the manner provided in Section 3.09 and shall hold office commencing May 1 next following the election for a period of one year until the election and qualification of a successor, or until such officer's death, resignation or removal from office in the manner herein provided.

Section 5.03 Duties of the President. The president shall be the chief executive officer of the Association, chairman of the Executive Council, and shall preside at all meetings of the Executive Council and of the members. The president shall also serve as chief liaison officer between the Association and any joint committee comprised of members of the Association and individuals designated by the City Council of the City of Charlottesville. The president shall be a member, ex officio, of all standing and ad hoc committees except the nominating committee.

Section 5.04 Duties of the First Vice President. The first vice president shall perform the duties of the president in the president's absence at any meeting of the Executive Council, members, and any standing or ad hoc committee. The first vice president shall perform the other functions of the president as chief executive officer of the Association in the event of the extended absence of the president from the community, or in the event of the temporary incapacity of the president. The first vice president shall receive all requests for improvements in the McGuffey Art Center for presentation to the Executive Council.

Section 5.05 Duties of the Second Vice President. The second vice president shall perform the duties of the president in the president's and first vice president's absences at any meeting of the Executive Council, members, and any standing or ad hoc committee. The second vice president shall perform the other functions of the president as chief executive officer of the Association in the event of the extended absences of the president and first vice president from the community, or in the event of the temporary incapacity of the president and first vice president. The second vice president shall maintain a current membership roster, both of voting members and any auxiliary or supporting groups established by the Executive Council. The second vice president shall act as a liaison between the Executive Council and committee chairpersons. The second vice president shall be responsible for the orientation of new members.

Section 5.06 Duties of the Treasurer. The treasurer shall receive all rents, assessments, commissions and any other funds due the Association, and shall receive any gifts made to the Association. The treasurer shall maintain records of all such receipts and of all disbursements made by or on behalf of the Association. The treasurer shall present financial reports at all meetings of the Executive Council and members and a complete annual financial report at the annual meeting of the members. The treasurer shall be responsible for preparing a proposed annual budget for presentation to the Executive Council at such time as it may be requested and shall maintain and periodically review insurance policies in accordance with instructions from the Executive Council.

Section 5.07 Duties of the Recording Secretary. The recording secretary shall keep minutes of all meetings of the Executive Council and members and shall maintain a minute book for the Executive Council and for the members. All minutes of both the Council and the members shall be approved by the presiding officer at or prior to the next following meeting. The recording secretary shall also maintain the Association's articles of incorporation and by-laws with all amendments thereto, shall post or deliver all notices as instructed by the Executive council or the president required by these by-laws, and shall provide a copy of current house rules to each voting member.

ARTICLE VI. STANDING COMMITTEES

At the annual meeting of members, chairmen shall be elected for the following standing committees which shall have the duties set forth below. Members of such committees, other than the chairman, shall be appointed by the chairman and the president of the Association.

Section 6.01. House Committee. (i) Report to first vice-president with respect to any request for improvements or maintenance problems; (ii) supervise maintenance of the building interior; (iii) maintain an adequate supply of housekeeping equipment, cleaning supplies, etc; (iv) provide information to members with respect to any city building code, fire code, safety and health regulation which may affect them or their activities; (v) supervise janitor and other individuals employed for maintenance; (vi) hire and fire the janitor.

Section 6.02. Graphics Committee. (i) Design and produce all signs and graphics for public areas within the McGuffey Art Center and for use elsewhere by the Association as may be appropriate, and to coordinate such work with the Publicity Committee; (ii) assist the Gallery Committee in coordinating furnishings, displays, etc., in the public areas of the McGuffey Art Center.

Section 6.03. Gallery Committee. (i) Responsible for all exhibitions in the gallery; (ii) responsible for scheduling, hanging and judging gallery exhibitions; (iii) responsible for providing the Association with an exhibition schedule; (iv) responsible for gallery furnishings and supplies.

Section 6.04. Shop Committee. (i) Responsible for the acquisition of supplies shared by gallery and shop; (ii) maintain inventory for shop; (iii) establish and rotate displays in the shop and display cases and replenish shop and case displays as needed.

Section 6.05. Classes Committee. (i) Publish current list of classes offered and maintain records of all fees due the Association with respect to teaching as may be from time to time established by the Executive Council; (ii) prepare for publication and oversee distribution of listing of quarterly classes; (iii) responsible for scheduling of teaching room.

Section 6.06. Education and Outreach Committee. To plan and execute a program for public education in the arts, including scheduling visits to the Center by groups, acting as liaison between the McGuffey Art Center and the public with respect to educational programs, and providing guides for groups as may be necessary.

Section 6.07. Community Relations Committee. (i) Act as liaison between McGuffey Art Center and the community; (ii) handle requests from non-members which involve the Center and channel requests to the membership for approval as needed; (iii) coordinate activities or events held at McGuffey Art Center by non-members; (iv) maintain good public relations on behalf of the Association.

Section 6.08 Publicity Committee. (i) Work with various publicity media, such as radio, television, newspaper in publicizing McGuffey Art Center; (ii) place advertisements prepared in cooperation with Graphics Committee for newspapers, etc.; (iii) oversee poster distribution; (iv) prepare news releases for magazine and newspaper publication; (v) keep a current file on publicity; (vi) responsible for approving all ads placed under McGuffey Art Center contract and of informing executive secretary of these ads as they occur.

Section 6.09 Racial Equity and Inclusion. This committee shall plan and implement programs and strategies to promote diversity, equity, and inclusion for McGuffey Art Center.

ARTICLE VII. CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

Section 7.01. Execution of Contracts and Other Documents. The Executive Council, or any duly authorized standing committee, except as by law or by these by-laws otherwise required, may authorize any member of the Executive Council or the chairman of any standing committee, in the name of and on behalf of the Association, to enter into any contract or execute any other instrument as may be required to carry out the activities contemplated by the charter or by these by-laws, and any such authority may be general or confined to specific instances as the case may require.

Section 7.02. Checks, Drafts Etc. All checks, drafts, and other orders for payment of money out of the funds of the Association shall be signed on behalf of the Association by such officer or employee as may be from time to time determined by resolution of the Executive Council.

Section 7.03. Deposits. The funds of the Association not otherwise employed shall be deposited from time to time to the order of the Association in such banks or other depositories as the Executive Council may from time to time by resolution designate as depositories of the Association.

ARTICLE VIII. MISCELLANEOUS

Section 8.01. Fiscal Year. The fiscal year of the Association shall be July 1 – June 30.

Section 8.02. Acceptance of Gifts, Donations, Etc. Any substantial gift, donation, bequest or subscription to the Association shall be deemed to have been accepted only when acted upon affirmatively by the Executive Council.

ARTICLE IX. AMENDMENTS

Section 9.01. By the Executive Council. The Executive Council, by a majority vote thereof, shall have the power to make, alter, amend or repeal any of the by-laws of the Association at any regular or special meeting of the Council, provided, however the Executive Council shall neither alter, amend or repeal a by-law or adopt a by-law contrary to the provisions of any by-law adopted by the members.

Section 9.02. By the Members. The members of the Association by a majority vote thereof shall have the power to make, alter, amend or repeal the by-laws of the Association at any annual, regular or special meeting of the members.

Section 9.03. Recordation of Amendments. It shall be the duty of the recording secretary to attach to these by-laws all new by-laws or amendments thereto or a statement to the effect of the repeal of any by-law, along with the date of such action and whether taken by the Executive Council or members. In addition, an appropriate notation shall be placed in the margin of the body of these by-laws indicating a particular by-law has been adopted, repealed, altered or amended, and the date thereof. Periodically, as the need may require, the secretary shall prepare a new and revised set of by-laws incorporating all amendments since the adoption of the original for presentation to the Executive Committee.

The foregoing by-laws were adopted by the Executive Council on April 10, 1985, and approved by the members on April 17, 1985.

Recording Secretary

These by-laws were modified by the Executive Council on January 18, 2023 to correct not-for-profit status. This change was approved by the full association on January 18, 2023.

Recording Secretary