

Board Meeting Minutes
The Vancouver Life Drawing Society
Tuesday March 23, 2021; 5:00 PM

Meeting held via Zoom.

In attendance: Douglas Smardon (president), Ron Bijok (treasurer), Paul Kernan (secretary), Dean Gazeley, Alain Boullard , Nick Jackiw (technology manager)

Resignation: Suzanne Saint Pierre (vice-president) - Effective Mar. 20, 2021. Ron Bijok (treasurer) following this meeting.

Meeting Chair: Doug Smardon

Standing Items:

1. The meeting was called to order at 5:00 PM
2. Agenda adopted
3. Minutes of previous meeting: January 19, 2021 minutes were approved.
4. Financial Report
No formal report at this time.
However, Ron, as treasurer, reported that he has received the 2020 year end statement. Last year the VLDS recorded a loss of approximately \$19k. Without the CERB payments and donations the loss would have been approximately \$27k.
5. Tech Systems Report
No formal report at this time.
6. Models Report
No formal report at this time.

Old Business:

1. Basic Inquiry Online (BIO) sessions update (committee)

- a. The first online session has been successful held
- b. Robostrar, using Stripe rather than Paypal, was used for the session, and its viability has been confirmed.
- c. Nick is actively recruiting models and alerting potential participants through the BIO mailing list, facebook and Chieh's personal list.
- d. Nick has also prepared a draft of a risk management plan.
- e. Initial response to BIO has been favourable and very successful financially.
- f. In the short term, 3 additional sessions are booked, longer term there are a number of questions to be addressed, including, number and timing of additional sessions, and numbers of attendees for future sessions - will there be a drop off?
- g. Nick also identified a need for a session manager with the necessary technical skills, and possible equipment, to run BIO sessions.
- h. On the question of approval to proceed with additional sessions, Doug, Alain, Ron and Dean indicated that the sessions should continue. Paul proposed a motion indicating board approval for ongoing BIO sessions. Doug indicated he would like to see the model contract, and Ron objected to the model payment arrangement. A vote was not taken.

2. 2021 AGM

- a. Paul and Nick indicated a need to move forward with an AGM as soon as possible in light of our current non-compliance with Act, and recent resignation of two board members.
- b. It was agreed that due to the importance of the AGM discussion, other agenda items would be deferred.

- c. It was agreed that prior to the AGM new offices should be appointed to take on the roles of the two departing board members. Nick agreed to serve as treasurer and Paul to serve as vice-president.
- d. It was agreed that the main issue to be addressed at the AGM is the future of the Basic Inquiry. The key challenges facing the society have been around for some time but have recently been magnified by impacts of the Covid epidemic on Basic Inquiry operations and finances.
- e. Additional Comments:
 - i. Alain - meetings should be less contentious, it's not about tech issues, wishes Ron had not resigned, need to first engage membership, get agenda and ideas out ahead of time.
 - ii. Ron - noted that various studios are opening
- f. It was agreed that additional discussion on the AGM format and agenda would take place on Slack. And that a board meeting in April would focus on developing the agenda for an AGM to take place, via Zoom on May 16 from 2 - 4:00 PM.

3. Session Fee Structure: Max Cash payment for session fees

- a. Concern was expressed over whether the current BIO session fee and profit sharing arrangement with the model had been properly presented to the board for approval. Nick reviewed the Slack discussion pages and identified the locations where the issue was discussed, and approval / comments of board members sought.

- b. Concern was also expressed that given the current BIO session fee arrangement, models may no longer be interested in posing for live sessions. The issue was discussed but not resolved.

Next Meeting

It was agreed the next board meeting would take place on April 14th, 2021, at 5:00 - 7:00 PM via Zoom.

The Meeting was adjourned at 7:30 PM.

Basic Inquiry Online • Model Release • rev. 25-March-2021 [w/COVID restrictions]

I _____ (name) agree to pose as a life-drawing model for Basic Inquiry Online's live videostream on _____ (date & time) at its Studio on 1011 Main Street. I understand and agree that:

1. Vancouver Life Drawing Society ("Basic") will provide 1 to 3 volunteer staff members to act as session manager, camera operator, and/or streaming host. These Staff will be in the studio while I pose, and will wear facemasks covering nose and mouth throughout their time in the Studio, except when speaking on-camera for Zoom (when they may temporarily lower their mask)..
2. If I choose, I can bring 1 personal acquaintance with me to the studio as an off-camera session observer. My observer will remain silent during filming, will wear a facemask covering nose and mouth throughout their Studio time, and will comply with all reasonable requests of the session manager.
3. Apart from these 2-4 people, no one but myself will be allowed in the Studio during the session, and no one—including myself—will be allowed in the studio if he or she is diagnosed with active COVID or has been in recent contact with someone who has.
4. All remote participants of the live stream have acknowledged their agreement not to film or screen-capture my image from their video connection, as part of their own *Terms & Conditions* of participation, and that furthermore:
 - I can review the language of participants' agreed *Terms & Conditions* [here](#) as well as a discussion of the topic participants can access in our FAQ [here](#).
 - Notwithstanding participants' agreement to these terms, I understand there is no fail-safe method of preventing such illegal images from being taken, or of detecting that they have been.
 - I understand Basic will make a good faith effort to bar from future sessions any participant found in violation of this policy, and I will hold Basic Inquiry harmless from all claims or damages, actual or perceived, arising from participants' behavior in or outside sessions.
5. Within 72 hours of the successful completion of my session, I will be paid \$ _____ (minimum rate) plus 50% of any session revenue exceeding \$_____, where "session revenue" is defined as Basic Inquiry's good faith calculation, after the end of my session, of all registration fees, tips, and contributions collected from participants for that session less any returns.
6. Basic can use my "model name" _____ to advertise my session in advance of its livestream, where and how they see fit. Furthermore
 - Basic ___ can or ___ cannot (check one) feature in these advertisements links to my social profiles named here (e.g. your instagram handle): _____
 - Basic is free to feature my photographic likeness in their advertisements as taken from images I provide for this purpose, and that I have the right to so grant their use.
 - I can receive & use any such advertisements of my session for posting in my own feeds, if I desire.

Executed on _____ (date) by _____ (model signature).