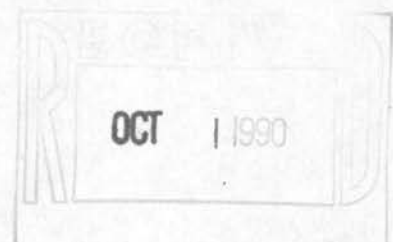




[Theater Records](#)

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PENUMBRA THEATRE

BOARD MEETING SCHEDULE

THE OCTOBER BOARD MEETING IS SCHEDULED FOR:

WEDNESDAY, OCTOBER 17 AT 11:45 AM - Please call me by Monday, October 15 to confirm your attendance (224-4601 Ex. 240)

Lunches will be available for \$5. Please confirm on Friday, September 28 if you wish us to order one.

Agendas will be sent prior to the meeting and will include the room location for the meeting.

1990-91 BOARD MEETING SCHEDULE

- ✓WEDNESDAY, OCTOBER 17 AT 11:45 - 1:00
- ✓WEDNESDAY, JANUARY 30 AT 11:45 - 1:00
- ✓WEDNESDAY, APRIL 24 AT 11:45 - 1:00
- ✓WEDNESDAY, JULY 24 AT 11:45 - 1:00

ANNUAL MEETING

- ✓WEDNESDAY, OCTOBER 23 AT 11:45 - 1:00

Please put these meetings on your calendar and then call the week prior to the meeting to confirm your attendance and to let us know if you wish to order a lunch.

EXECUTIVE COMMITTEE MEETINGS (Includes officers and committee chairs)

- ✓WEDNESDAY, NOVEMBER 14 AT 11:45 - 1:00
- ✓WEDNESDAY, DECEMBER 19 AT 11:45 - 1:00
- ✓WEDNESDAY, FEBRUARY 28 AT 11:45 - 1:00
- ✓WEDNESDAY, MARCH 27 AT 11:45 - 1:00
- ✓WEDNESDAY, MAY 22 AT 11:45 - 1:00
- ✓WEDNESDAY, JUNE 26 AT 11:45 - 1:00
- ✓WEDNESDAY, AUGUST 28 AT 11:45 - 1:00
- ✓WEDNESDAY, SEPTEMBER 25 AT 11:45 - 1:00

COMMITTEE MEETINGS (Will be arranged by the chair of each committee. Please bring your calendars to the next board meeting so committee members can compare notes.)

PENUMBRA THEATER- Board of Directors Meeting
August 27, 1990

Members Present: Bye, Bellamy, Wright, Plimpton, Ellis, Cook, Bransford, Larson, Jones, Owens, Phillips, Lange, Dixon.

Members absent: Gagnon, McKinney, Thomas, Conner, Taylor, Kingman, Miller, Gavin

The meeting was called to order at 12:15 by President Ervin Dixon.

Dixon asked for a report from the Nominating Committee Chair, John Wright. Wright moved/Dixon seconded that the Board elect the following individuals as members of the Penumbra Board of Directors: Dr. Cassius Ellis, Judge LaJune Lange, Reuben Larson, Janice Plimpton, Dr. Mary T. Phillips, Jeffery Cooke, Kathleen Kingman, Dr. Jerry Owens, Rev. Earl Miller, Dr. David Taylor, Bill McKinney, James Bransford, Wilbur Thomas, Ezell Jones. The motion carried unanimously.

Wright moved/Cook seconded that Cassius Ellis be elected as President of the Penumbra Board of Directors for the 1990/91 term. The motion carried unanimously.

Dixon submitted the resignations of 1989-90 Board Members: Gagnon, Gavin, Bye, Conner, Dixon and Wright. Cook moved/Ellis seconded a motion to accept the resignations. It carried unanimously.

Ellis greeted the Board as President and outlined the following organizational business. 1) The full Board will met four times a year and the Executive Committee monthly. He directed Bye to poll members about the best meeting dates for their schedules and asked that members hold those dates once they are set. 2) The Board's purpose is to set and oversee policy. The Board will not be involved in the day to day management and programming of the organization. He stated that the Board's silence on this issue made him assume that it was acceptable and understood by all members.

Ellis presented his nominees for 1990-91 board officers and committee members. Nominees included:

Treasurer - Janice Plimpton

Secretary - Jeff Cook

Vice President: Program Services - David Taylor

Program Services Committee: Jim Bransford, Rueben Larson, Carl Miller

Co-Vice President: Resources - Kathleen Kingman

Co-Vice President: Resources - Ezell Jones

Resources Committee: Jerry Owens

PENUMBRA BOARD OF DIRECTORS MEETING - AUGUST 27, 1990

Page 2

Vice President: Business and Finance - Mary Phillips
Committee: Bill McKinney, Wilbur Thomas

Vice President: Personnel - LeJune Lange
Committee: Jeff Cook

Ellis noted that Board members interested in serving on additional committees should contact the committee head to volunteer. In addition, committee chairs may ask non-board members to participate on their committees. Ellis moved\Cook seconded that the board approve the slate of officers and committee members. The motion carried unanimously.

Ellis explained that the usual terms of Board members is 3 years, but that in order to facilitate an effective rotation of Board members terms and to balance the Board with experienced and new members that Members would draw lots assigning their initial terms of membership. It was added that the Board's plan in assigning the lottery was that those members drawing a one-year term would be willing to stand for reelection at the end of 1990-91. Lots were drawn and the following terms assigned:

3-year terms (through September 1993): Lange, Cook, Kingman, McKinney, Taylor

2-year terms (through September 1992): Ellis, Plimpton, Miller, Bransford, Thomas

1-year terms (through September 1991): Larson, Phillips, Owens, Jones

Bye presented a staff report indicating specific matters requiring Board attention. She read a corporate resolution from Western Bank and Insurance authorizing a savings and checking account with the bank, and a corporate resolution authorizing Penumbra Theatre to borrow funds. (Copies of the corporate resolutions are filed with minutes of this meeting as attachments.) In response to the report, Plimpton moved\Larson seconded a motion to approve Western Bank and Insurance Company as Penumbra's bank. Motion carried unanimously. Larson moved\Lange seconded a motion that the corporate resolutions regarding savings and checking be approved. Motion carried unanimously. Bransford moved\Jones seconded a motion to approve the corporate resolution authorizing Penumbra to borrow funds from Western Bank. Discussion followed and Plimpton requested that at a future meeting, Board members establish and approve policies and procedures which staff/board must follow when borrowing funds. Ellis acknowledged this request and asked that the Business and Finance Committee make recommendations and that a policy recommendation be on the agenda at the next meeting. The motion carried unanimously.

PENUMBRA BOARD OF DIRECTORS MEETING - AUGUST 27, 1990
Page 3

Jones moved/Plimpton seconded a motion authorizing Bye to submit a \$30,000 grant request to the Minneapolis Foundation for one-time transitional costs. The motion carried unanimously.

Lange requested that the staff look into planning a reception/recognition of August Wilson and his contributions to the theater and suggested that the last performance of FENCES be considered as a possible date.

Bellamy presented an artistic update. He welcomed Board members and expressed his pleasure in the progress and positive direction that the board's election indicates towards the fulfillment of his dreams and vision for the theatre. He noted that FENCES continues to be strong and that COPE opened to positive reviews. He announced that season ticket sales have been strong and are expected to exceed the targeted goal.

Copies of the organization's by-laws were distributed. Cook indicated that there were by-laws which needed amending in order to conform with legal requirements. It was recommended that these revisions be recommended at a subsequent meeting. Jones/Owens moved/seconded a motion that when by-laws changes are made, that the number of Board members be changed from 15 to 21. The motion carried.

Cook presented an update on the status of Penumbra's 501(c)3 application which was completed and mailed August 24. He answered Board member's questions regarding processing time and other matters.

Bye presented an update on the status of negotiations with Hallie Q. Brown. Ellis requested that the appropriate committees become involved in the negotiations so that action could be moved along and the separation finalized.

Bye presented a 1990-91 budget proposal and an organizational financial update. Ellis requested that the Business and Finance Committee review the budget proposal, make necessary changes and present a budget to the full board for approval at the next meeting.

Ellis called for other business. Hearing none, the meeting was adjourned at 1:10.

Respectfully Submitted,

Jeff Cook, Secretary

SAINT PAUL PIONEER PRESS

16TH

SEPTEMBER
1990

SUNDAY

SHOWTIME

SUNDAY

Curtain rises on new era for Penumbra

ROY M. CLOSE STAFF WRITER

After 13 years under the protective wing of the Hallie Q. Brown Community Center, St. Paul's Penumbra Theatre Company is like a fledgling that has grown too big for the nest.

The problem is that it doesn't want to leave. Instead, Penumbra artistic director Lou Bellamy is hoping to find a way to enlarge the nest.

August Wilson's "Fences" and Langston Hughes' "Black Nativity," Penumbra's annual holiday presentation.

The theater has no scene shop, no costume shop, no rehearsal room, no green room and only two small dressing rooms, one on each side of the stage, neither equipped with a shower. Penumbra's seven full-time employees share two tiny offices.

Nor does it have a box office with a separate telephone line, and this has become a major headache not





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A review

Penumbra's 'Playboy' is alive with lilt of Caribbean

By Peter Vaughan/Staff Writer

Trinidad native Mustapha Matura had an inspired idea when he transported J.M. Synge's 1907 Irish classic, "Playboy of the Western World" to the Caribbean.

Matura kept the plot and the sardonic air of the piece but, as Penumbra Theatre's light-hearted staging shows, he found a sunnier, more compassionate climate for the play when he moved it from the dark bogs and violent streets of Ireland to the sand and surf of Trinidad.

The result is a breezy, funny play that is faithful to Synge's bleak view



Terry Bellamy as the playboy and Andrea Kim Walker as Peggy in "Playboy of the West Indies."

their admiration by once again attacking his father. However, violence on the doorstep is a different matter from violence afar and they truss the Playboy and ready him for the noose.

When Synge's play opened in Dublin, it was greeted with cries of outrage at its depiction of the Irish character. There is no danger of

Playboy of the West Indies

Who: Penumbra Theatre Company. Directed by Horace Bond.

Where: Martin Luther King Center, 270 N. Kent St., St. Paul.

When: Through Oct. 28.



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**SPECIAL OFFER !!
THURSDAY & SUNDAYS ONLY
\$1.00 OFF ADMISSION WITH THIS COUPON**



PENUMBRA THEATRE COMPANY

MINNESOTA'S ONLY BLACK PROFESSIONAL THEATRE COMPANY

presents

PLAYBOY of the WEST INDIES

by Mustapha Matura

directed by Horace Bond
produced by Lou Bellamy

October 3 - October 28

Martin Luther King Center
270 North Kent Street in Saint Paul

For Reservations call: **Penumbra at 224-4601** Tuesday - Friday from 1 - 5 PM
not valid with any other offer

November 12, 1990

Dear David:

Here's some stuff.

Perhaps it will help in setting direction for your committee. As soon as you are ready to move, let me know.

Thanks, David. I know you have many pressing issues with which to occupy yourself. I appreciate the time you are willing to give me, and I remain convinced that we are doing something very important.

Joe

ARTISTIC DIRECTOR'S STATEMENT

Penumbra Theatre was founded in 1976 by the present Artistic Director. Since that time, Penumbra has added an important new dimension of cultural and artistic experience to the state of Minnesota. Increasingly, this influence is having significant effects upon the national artistic community as well.

Penumbra's mission is to produce professional productions that are artistically excellent, thought provoking, relevant, entertaining and presented from an African American perspective. Penumbra's goals are: To increase public awareness of the significant contributions that African Americans have made in creating a diversified American theatrical tradition; to encourage and facilitate a culturally diverse and all-inclusive America by using theatre to teach, criticize, comment and model; to use theatre to create an American mythology that includes African Americans and other people of color in every thread of the fabric of our society; to redefine and expand the consciousness of our audiences and our theatrical communities to include a sympathetic and realistic portrayal of people of color; to encourage and facilitate a proactive approach toward the staging of plays that address the African American experience; to increase the opportunities for citizens of the state of Minnesota to view drama that falls within our *raison d'être* by providing the only consistent, professional platform for the illumination of the African American experience in drama in the state of Minnesota; to continue to maintain and stabilize a black performing arts community.

Penumbra offers experiential training for the professional actor, director, choreographer and designer taught from an African American perspective. We sponsor a national playwrights' competition for writers that address the African American experience and workshop and produce the winning play as part of our mainstage season.

Penumbra is now in the midst of a long-range plan that will chart the theatre's future, provide for financial stability and fiscal responsibility, as well as outline a comprehensive marketing and audience development plan which will ensure that the balance between contributed and earned income remains favorable. The long-range plan is in its final stages. Recommendations and final report will be completed in April of 1990.

The role that Penumbra plays in providing our community and the nation with talented and experienced African American playwrights, directors and actors is, of course, difficult to measure. I stand convince that the healthy artistic community of which we are a part has benefited to a significant degree from our programs. Actors, directors and playwrights who have been members of our company are in demand throughout the country.

Lou Bellamy
Artistic Director

Artistic

I. Quality

- A. Maintain at present level in 1990-1991.
 - 1. Season selection and key artists working on projects should be identified one year prior to beginning of season.
 - a. This will facilitate better financial planning and use of available resources.
 - b. Increase rehearsal time to meet the demands of production.
 - c. Try out presenting by collaborative undertakings with theatres with similar 'raison detres'.
- B. Introduce measures to enhance quality in 1991-1993.
 - 1. Hold national auditions for actors, directors, dancers and choreographers.
 - 2. Institute national understudy and intern program.
 - 3. Increase the involvement of dramaturgy in performance preparation.
 - 4. Travel for administrative and artistic staff (e.g. to find new shows, meet new artists, etc.)
 - 5. Present national tours, movies and other artistic programs that fall within our 'raison detre'.
 - 6. Increase salaries for artist (e.g. company members, technical.)

II. Mix and Diversity

- A. Based on assessment of needs and preferences of primary audience, create a balance between entertainment and works that comment upon current social issues.
 - 1. Evaluation and interpretation of questionnaires.
 - 2. Secure lists of targeted concerns of established institutions that have as their primary concern the quality of black life. These institutions should include, but not be limited to the Urban League, NAACP, Jack & Jill, District 8, churches, etc.
- B. Introduce at least one original work per season.
- C. Create one original work (in addition to Cornerstone) in the 1991-1992 season.
- D. Expand touring shows to 3 during the 1990-1991 season.
 - 1. Expand the touring program both locally and nationally.
 - a. expand administrative staff to support this effort.
- E. Offer a children's matinee "season"
 - 1. One show to be produced, or created, especially for young people during the 1991-1992 season.
 - 2. Two shows during the 1992-1993 season.

III. National/Regional recognition.

- A. Create higher profile in the black theatre network.
 - 1. Attend symposia, conferences, etc.
 - 2. Presenting
- B. Establish relationship with colleges and universities and provide professional experience for local understudies

- and interns.
- C. Promote Cornerstone for more visibility.
 - 1. Increase the prize to \$2,000 and offer 2nd and 3rd place prizes of lesser amounts.
- D. Provide a script sharing service for other black theatres in the country.
 - 1. Library open to colleges and the public.
- E. Broad scope of touring works.1
 - 1. Secure funds for tour co-ordinator 1991-1992.
- F. Build identity with black community (e.g. high recognition, loyalty, financial support.)
 - (see II, 2.)
- G. Creation of National arts advisory committee to meet once a year.
 - 1. chaired and organized by August Wilson.
 - a. Television and national statement on the state of black theatre arts.

IV. Environment

- A. Encourage professionalism and attract talented writes, directors, actors, etc.
 - (see I, B 1., 2)
- B. Establish national understudy program/interns.
- C. Formation of national advisory committee.
 - (see III, H)
- D. Bring compensation for artists and administrative personnel in line with other regional theatres in Company aspires to be recognized.
- E. Creation of an artistic advisory committee made up of company to advise artistic director.
- F. Offer classes for company members and interns and understudy.
- G. "Focus" all art according to (II A, 2)
- H. Because the mid-west clearing house for black art.
- I. Establish a method of systematically handling unsolicited scripts.

* V. Community involvement an outreach.

- A. Be sensitive to community concerns (see II, A, 2)
 - 1. Form "focus groups" within the community, churches, schools, etc.
- B. Make programs accessible to targeted disadvantaged groups (e.g. seniors, handicapped, institutionalized).
 - 1. Special performances and group sales development.
- C. Summer Institute expansion.

VI.

Artistic

Assumption:

Artistic quality should be maintained at present level and new measures should be introduced to enhance production quality in the future.

Strategic

- a. Season selection and key artistic personnel should be identified one year prior to the beginning of the season.
- b. Increase rehearsal time to meet the demands of production.
- c. Hold national auditions for actors, directors, dancers and choreographers.
- d. Institute a national understudy and intern program.
- e. Increase the involvement of dramaturgy in performance preparation.
- f. Travel for staff to research new scripts, audition new artists, attend symposia, etc.
- g. Creation of new scripts and commissioning of playwrights.
- h. Present national tours, movies, lectures and other artistic programs which fall within PTC's raison d'etre.
- i. Increase salaries for artists.

Assumption:

Mix and diversity in artistic offerings is essential to the health and vitality of the program.

Strategic

- a. The season's offerings should be balanced between entertainment and works that comment upon current social issues based on assessment of needs and preferences of primary audience.
- b. Introduce at least one original work per season.
- c. Create one original work (in addition to Cornerstone) in every other season.
- d. Expand touring repertoire and administrative staff necessary to support program.
- e. Offer a children's matinee season.
- f. Establish relationships with colleges and universities that include curriculum augmentation, in-ships and co-productions.

Assumption:

National and regional recognition of Penumbra initiatives will ensure credibility and contribute to the stability of the program.

Strategic

- a. Create a higher profile in the black theatre community by attending and presenting at symposia, conferences, etc.
- b. Promote the Cornerstone Playwrights' Competition more visibly, increase the prize money and offer

- 2nd and 3rd places prizes.
- c. Provide a script sharing service for other black theatres around the country.
 - d. Build identity, high recognition, loyalty in the black community.
 - e. Create a National Arts Advisory Committee which would meet once a year. This could take the form of a televised yearly statement of the state of black theatre. This committee would be chaired by August Wilson.

Assumption:

The creation and preservation of a healthy artistic environment is necessary for the continued exploration and presentation of art created from an African American perspective.

Strategic

- a. Encourage professionalism by attracting excellent directors, writers, actors, designers, choreographers and dancers.
- b. Establish a national understudy and internship program.
- c. Bring compensation for artists and administrative personnel in line with other regional theaters.
- d. Provide classes for company members, interns and understudies.
- e. Establish a method of systematically handling unsolicited scripts.

Assumption:

Community involvement, education and outreach programs provide leadership, build audiences, train artists and teach community members to use art in everyday problem solving.

Strategic

- a. Form focus groups throughout the community in schools, churches, community centers, etc.
- b. Make programs accessible to targeted disadvantaged groups.
- c. Use interns to expand outreach.
- d. Continue to offer PTC's Summer Institute.
- e. Act as resource for community groups seeking to use art in problem solving.

RECEIVED
OCT 29 1990

***** REMINDER *****
(Don't forget to invite your guests..... thx)

PENUMBRA BOARD MEMBERS' NIGHT
AT
BLACK NATIVITY

Thursday, November 29, 1990

- BLACK NATIVITY PROMO CARDS & MAPS BEING SENT TO YOU UNDER SEPARATE COVER
- 60 SEATS RESERVED FOR BOARD MEMBERS & AND THEIR INVITED GUESTS
- RESERVE/PAY SEATS NEEDED BY FRIDAY, 11/23
- TICKET PRICES:

adult	10.00
child/student/sr	9.00
- GOAL = 5 GUESTS PER MEMBER (more can be arranged, if needed)

SUGGESTED AGENDA:

MEET GUESTS IN LOBBY BEFORE PLAY
SPECIAL RESERVED SECTION FOR BOARD MEMBERS & GUESTS

MESSAGE FROM THE BOARD PRESIDENT AFTER CURTAIN CALL
RECEPTION/MEET THE CAST IN LOBBY FOLLOWING PLAY

***** THANKS FOR YOUR ENTHUSIASTIC SUPPORT! *****

PENUMBRA THEATER- Board of Directors Meeting
October 17, 1990

Members Present: Thomas, Plimpton, Ellis, Cook, Bransford,
Owens, Lange, Taylor, Kingman

Members absent: McKinney, Phillips, Larson, Jones, Miller

Staff Present: Bellamy, Bye, Carter

The meeting was called to order at 12:00 by Vice President LeJune Lange.

Jeff Cook asked that minutes of the August meeting be amended to reflect who comprised the Executive Committee. Plimpton moved/Thomas seconded that the minutes be approved with that amendment. Motion carried.

Treasurer's Report: Plimpton reported that because the theatre's records have not yet been computerized, it is not possible to present an accurate Treasurer's report. She indicated that there would be a Treasurer's report at the next Board meeting and hopefully at the December Executive Committee meeting. She noted that all indications from staff show that the theatre's income/expense is on target.

Committee Reports:

Executive Committee: Cook presented a review of the Executive Committee's discussion regarding conflicts of interest and presented the policies adopted at the October 3 Executive Committee meeting, and outlined in its minutes, regarding such potential conflicts. Discussion followed. Owens requested that Board fill out disclosure forms to avoid potential conflicts.

On behalf of the Executive Committee, Bye presented the recommendation from the committee that the Board accept the quote for insurance from the Twin City Group and that the staff be authorized to move ahead and put the insurance in place. Discussion followed. Lange discussed the disclosure by Ezell Jones regarding potential conflict. Owens moved/Plimpton seconded that the Twin City Group quote be accepted. The motion carried. Note: Ezell Jones was not present for the discussion or vote.

Business and Finance: Plimpton discussed the committee's budget review process and how the income/expenses will be monitored. Copies of the budget were distributed to the Board. Plimpton presented the committee's recommendation that the budget be approved and moved that the Board accept that recommendation. Kingman seconded. Motion carried.

PENUMBRA BOARD OF DIRECTORS MEETING - October 17, 1990 - Pg 2

Plimpton announced that the Hallie lease and the theatre's separation agreement are still in process and that both parties are committed to having everything finalized by the end of December.

Resources Development: Kingman reported that the committee has not met, but that a meeting is scheduled for late October. A discussion of staff's needs regarding advance Board approval of certain funding requests followed. Kingman moved/Cook seconded that the the Board approve and authorize the Managing Director to submit operating and/or special project funding requests for grants to cover any and all expenses included in the 1990-91 budget approved by the Board of Directors. Motion carried.

Old Business

Cook reported that the organization's by-laws need major overhaul and that they and the articles have inconsistencies. He requested that he be approved to draft updated/consistent articles and by-laws. Ellis authorized Cook to perform these duties as Penumbra's counsel.

New Business

Thomas moved/Lange seconded that Bill Conner be elected to the Board effective immediately. Discussion followed. Motion carried with one abstention. Ellis asked that Conner be assigned to the Resources Development Committee.

Thomas addressed the Board in his capacity of representative of Hallie Q. Brown and discussed the process that that Board is going through in its work to facilitate the smooth separation of Hallie and Penumbra. He indicated that the Hallie Board was committed to a smooth transition and to helping ensure that Penumbra remain financially sound and well managed.

Ellis asked Bye to bill Board members for lunches for the meetings they are scheduled to attend for the balance of the year (Board and committee meetings) to simplify and provide a kitty for Bye's purchase of lunches.

Toni Carter, Penumbra Communication Director was introduced. She announced that the theatre is setting aside a block of 60 tickets for the THURSDAY, NOVEMBER 29 performance of Black Nativity. She asked that Board Members serve as hosts for guests of their choosing who they would like to introduce to Penumbra, particularly those who they might like to contact at a future date to be potential individual or corporate contributors. At the close of the performance Carter will provide a brief reception and refreshments where Board members and their guests can meet the cast, Artistic Director Lou Bellamy and staff

PENUMBRA BOARD OF DIRECTORS MEETING - October 17, 1990 - Pg 3

members. Board members were asked to contact Bye or Carter to reserve their seats.

There was no new business. Thomas moved/Bransford seconded that the meeting be adjourned. Motion carried.

The meeting was adjourned at 1:00 PM.

Respectfully submitted:

Jeffrey Cook
Secretary

cb

PENUMBRA THEATRE
BALANCE
DECEMBER 31, 1990

ASSETS

CURRENT ASSETS:	
CASH	292,941
INVESTMENTS	31,000
ACCOUNTS RECEIVABLE	16,261

TOTAL CURRENT ASSETS	340,202

EQUIPMENT:	
EQUIPMENT	6,122

EQUIPMENT-NET	6,122

TOTAL ASSETS	\$ 346,324
	=====

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES:	
ACCOUNTS PAYABLE	\$ 183
PAYROLL TAXES WITHHELD AND ACCRUED	2,157
OTHER PAYROLL WITHHOLDINGS	1,608
DEFERRED REVENUE	65,000

TOTAL CURRENT LIABILITIES	68,948

FUND BALANCE	18,266
CURRENT YEAR EXCESS (DEFICIT)	259,110

TOTAL FUND BALANCE	277,376

TOTAL LIABILITIES AND FUND BALANCE	\$ 346,324
	=====

PENUMBRA THEATRE
ACTIVITY STATEMENT
PENUMBRA THEATRE
FOR THE PERIOD ENDED DECEMBER 31, 1990

TITLE	CUR MTH ACTIVITY	TO-DATE BALANCE
REVENUE		
CONTRIBUTIONS-INDIVIDUALS	\$ 2,594	\$ 8,531
CONTRIBUTIONS-CORP. & FOUND.	85,650	258,223
GOVERNMENT AGENCY GRANTS	10,000	27,500
TICKET SALES	53,960	371,801
PROGRAM SERVICE FEES	600	1,600
INVESTMENT INCOME	2,590	4,521
MISCELLANEOUS INCOME	407	1,990
	-----	-----
TOTAL REVENUE	155,801	674,166
	-----	-----
EXPENSE		
SALARIES	16,875	111,142
PAYROLL TAXES	1,266	8,650
FRINGE BENEFITS	4,675	14,288
CONTRACT SERVICES	7,725	177,490
SUPPLIES AND MATERIALS	14	3,720
PRODUCTION EXPENSES	344	56,014
TRAVEL & LODGING	1,005	3,731
PRINTING	150	13,978
PROMOTION EXPENSE	775	8,104
POSTAGE	587	5,794
BOX OFFICE EXPENSE	26	941
TELEPHONE		318
INSURANCE		5,331
DUES, SUBSCRIPTIONS & MEMBERSHIPS		332
BOARD EXPENSE	22	256
MISCELLANEOUS	2,216	4,154
	-----	-----
TOTAL EXPENSE	35,680	414,243
	-----	-----
EXCESS REVENUE OVER EXPENSE	\$ 120,121	\$ 259,923
	=====	=====

ACKNOWLEDGEMENTS

Special Thanks

Edna Ward
Q Construction
E & H Island Tours
PI Audio Design

Corporate, foundation, and government gifts are essential to underwrite the work of the Penumbra Theatre Company. We thank the organizations listed below for their generous contributions to our 1990 - 1991 fiscal year.

General Mills Foundation

IBM Corporation

Investors' Diversified Services (IDS)

Jerome Foundation

Josten's Foundation

Metropolitan Regional Arts Council

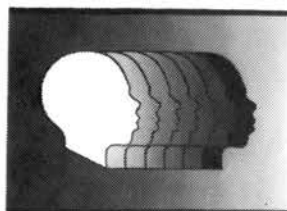
National Endowment for the Arts

Northwest Area Foundation



Artwork by Seitu

PLAYBOY OF THE WEST INDIES



PENUMBRA
THEATRE COMPANY

270 North Kent Street • Saint Paul, Minnesota 55102 • (612) 224-4601

PENUMBRA THEATRE COMPANY

BOARD OF DIRECTORS

Dr. Cassius Ellis, President
James Bransford
Jeffery Cook
Ezell Jones
Kathleen Kingman
Judge LaJune Lange
Reuben Larson
Bill McKinney
Rev. Earl Miller
Dr. Jerry Owens
Dr. Mary T. Phillips
Janice Plimpton
Dr. David Taylor
Wilbur Thomas

BOARD OF ADVISORS

Ervin Dixon
Ed Duren
Dr. Clarence Jackson
Denise Johnson
Reatha Clark King
Archibald Leyasmeyer
Mayor James Scheibel
David Spears
John Warder
August Wilson
Dr. John Wright

PENUMBRA THEATRE COMPANY

INVITES YOU TO CONTINUE WITH US
DURING THIS,
OUR 14th and BEST SEASON

as we present 4 more exciting and provocative productions
that directly address the wide and varied experiences and concerns
of the African American perspective:

BLACK NATIVITY

by Langston Hughes

- our joyous Holiday Pageant, in its fourth consecutive season

CORNERSTONE COMPETITION WINNER

Penumbra welcomes the opportunity to expose another promising playwright on our mainstage!

SPELL #7

by Ntozake Shange

A giant minstrel mask onstage dramatizes society's oppressive roles for both men & women.

JOE TURNER'S COME AND GONE

by August Wilson

*- focuses on Herald Loomis's arrival in Pittsburgh boarding house after seven years
of forced labor on Joe Turner's chain gang*

Don't miss out on any of these thrilling performances --
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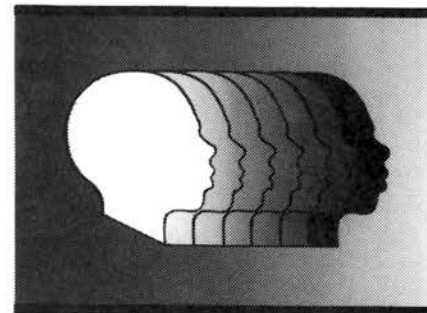
For more information, call Penumbra at (612) 224-4601

The Penumbra Theatre Company wishes to thank the following individuals for their tax-deductible contributions to Penumbra's 1990 - 1991 fiscal year.

Eileen Adams
 Damon Farber Associates
 Kay C. Bach
 Ruth Barela
 Peter & Betty Belfiore
 Jennifer Bloom
 Dorothy C. Bohn
 Carolyn Bye
 Howard & Ethel Cohen
 Margaret F. Cousineau
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 Nellie Hewett
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 Carole Kastigar
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 Joseph & Kathleen Kingman
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Jerome & Natalie Kraehling
 Vernelle E. Kurak
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 Don & Emily Leutgeb
 William Lipschultz
 Dr. & Theodor Litman
 Marjorie A. Loeffler
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 J. Diane & C. Wade Savage
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 Gale A. Sharpe
 Terry E. Shima
 Muriel W. Sterne
 Richard D. Thompson
 Carol Urness
 Marie Allen Warren
 David & Ruth Waterbury
 Mary S. Wilson
 Michael E. Woodwick
 Emily O. Wurtz

Please join the individuals above with a tax-deductible gift to Penumbra's 1990 - 1991 Season. Your contribution may be sent directly to Penumbra Theatre Company, at 270 North Kent Street, St. Paul, Minnesota 55102.
 Thank you for your support!



PENUMBRA

presents

PLAYBOY OF THE WEST INDIES

by Mustapha Matura

directed by
 Horace Bond

produced by
 Lou Bellamy

Scenic Design.....Kenneth F. Evans
 Properties Design.....Julie Hafner Allen
 Lighting Design.....Mike Wangen
 Costume Design.....Terry Antonich
 Sound Design.....Terry Tilley
 Stage Manager.....Nancy Stewart
 Consultant.....Tony Paul

CAST OF CHARACTERS

Peggy.....Andrea Kim Walker
Stanley.....David B. Wiley
Phil.....Gregory Phillips
Jimmy.....Joe Carter
Mikey.....*Emil Herrara
Ken.....*Terry Bellamy
Mama Benin.....*Edna D. Duncan
Alice.....Tonia Jackson
Ivy.....Lorilyn Williams
Mac.....*Marion McClinton

* appear courtesy of Actor's Equity

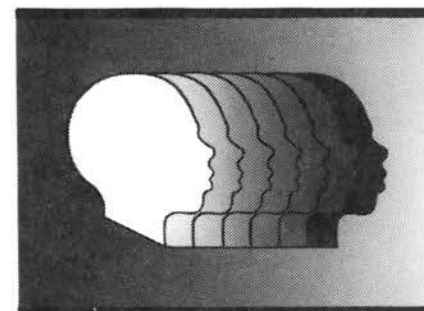
Setting

MAYORA, TRINIDAD

IN THE YEAR 1950

THE COMPANY

Lou Bellamy
Terry Bellamy
Horace Bond
Carter
Dara Ceaser
James Craven
Edna Duncan
Hassan Al-Amin
Abdul El-Rassac
Denise Ellis
Kathryn Gagnon
W.J.E. Hammer



Beverly Mahto
Tia Mann-Evans
Marion McClinton
Otis Montgomery
Faye Price
Claude Purdy
Rebecca Rice
Bruce Thompson
Rick Thompson
Lewis Whitlock III
James A. Williams
August Wilson

Artistic Director Lou Bellamy
Managing Director Carolyn Bye
Associate Producer Richard D. Thompson
Marketing Director Willetha Carter
Technical Director..... W. J. E. Hammer
Administrative Assistant Cindy Lewis
Carpenter Mike McQuiston
Assistant to the Director Debra Wilde
Properties Assistant Lynda Tysk
Lighting Technician Evan Morris
Production Volunteers Parker Allen, James Owen, Dan Egan

WARNING: The use of audio recording and/or photographic equipment is strictly prohibited.

The Penumbra Theatre Company is a Constituent of **THEATRE COMMUNICATIONS GROUP (TCG)**, the national organization for the non-profit professional theatre.

TO GET INFORMATION ON PENUMBRA
THEATRE PERFORMANCE TIMES OR
TO RESERVE YOUR TICKETS BY PHONE
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THE CONNECTION IS OPEN 24
HOURS-A-DAY, 7 DAYS-A-WEEK AT
922-9000



PENUMBRA THEATRE
EXECUTIVE COMMITTEE MEETING
OCTOBER 3, 1990 - 11:00 - 12:00 am

AGENDA

Call to Order - Ellis

Discussion issue: What will Penumbra Board policy be regarding how to handle potential conflicts of interest - Cook

Review/recommendations: Draft of Penumbra/Hallie separation agreement - Cook/Bye

Review/recommendations: Review and discussion of bids for Penumbra's liability package and board/officers insurance - Bye

Other business:

MINUTES

PENUMBRA THEATRE - EXECUTIVE COMMITTEE MEETING

October 3, 1990

EXECUTIVE COMMITTEE MEMBERS PRESENT: Ellis, Cook, Plimpton, Jones, Kingman, Lange, Taylor

EXECUTIVE COMMITTEE MEMBERS ABSENT: Phillips

STAFF PRESENT: Bellamy, Bye

GUESTS: TAMI THOMPSON (Director of Marketing, Twin City Group)

The meeting was called to order at 11:00 AM.

The Board's first discussion issue was: What will Penumbra Board policy be regarding potential Board conflicts of interest. Jeff Cook opened the discussion by reviewing State regulations regarding conflicts of interest and non-profit boards. He used as examples, potential conflicts which might arise as Penumbra does business and elects to be involved with Board members' company's that might be helpful.

Jones moved/Ellis seconded a motion that the Board acknowledge and adopt the following policies regarding conflicts of interest:

1. The Board shall be given full disclosure of the potential conflict
2. The Board shall be provided will full disclosure of the nature of the transaction
3. There shall be majority approval by the Board of Directors to proceed with any action where a potential conflict is involved
4. The Board member involved in the potential conflict shall abstain from the vote and Board records shall indicate such abstention

The motion was approved unanimously.

Jones requested that Cook provide Board members with a copy of conflict of interest rules regarding non-profits.

The committee reviewed the issue of Jeff Cook serving on the Board while also serving as Penumbra's attorney through his firm, Winthrop and Weinstein. Jones presented the committee an explanation of all areas where there might be potential conflict and disclosed the hourly fees which he charges when performing legal work. Discussion by Board members followed. Jones moved/Plimpton seconded a motion that the committee use Winthrop and Weinstein as its law firm and that Cook serve as Penumbra's counsel while serving on Penumbra's Board of Directors. Discussion followed. Discussion by Board members followed. Jones moved/Plimpton seconded a motion that the committee use Winthrop and Weinstein as its law firm and that Cook serve as Penumbra's counsel while serving on Penumbra's Board of Directors. Discussion

followed. Lange recommended that the firm be retained because of Penumbra's history with the firm. The question was called. The vote was unanimous with one abstention (Cook.)

A draft of the Penumbra/Hallie separation agreement was distributed. Kingman/Jones moved that Bye be authorized to present the first draft to Hallie and to move ahead in working with them to get discussion on the agreement moving. The motion was unanimous. Ellis asked that the Business and Finance Committee be sent copies of the agreement draft and the committee proceed in getting the agreement underway.

Bye reported that she had interviewed and received bids from a number of insurance vendors for Penumbra's liability, work comp and board/officers policies. She explained that because workers comp insurance needed to be in place as of October 1 and because rates would be the same for the theatre regardless of the company that Penumbra contracts with, the work comp insurance has been purchased. Bye indicated that she had asked Twin City Group to submit a bid for providing insurance and that bid was the best that she received. Because Ezell Jones is a part of that firm, Jones presented the committee an explanation of all areas where there might be potential conflict and disclosed the fees which his agency charges on insurance policies. Discussion by Board members followed. Ellis asked that the quote be presented to the Board, but that Jones leave the room for discussion and a vote on action to be taken.

Bye introduced Tami Thompson from the Twin City Group and asked her to present insurance quotes and explain the factors which were considered when estimating insurance for Penumbra. Jones and Thompson answered Board members questions regarding insurance needs and costs. After completing the presentation and questions, Jones and Thompson left the room. Discussion followed. Lange moved/Kingman seconded that the quote which Twin City Group from Ohio Casualty Insurance Company be presented to the full Board for approval at the October 17 meeting. Motion passed unanimously.

Lange asked that Bye get an insurance binder in place at the earliest possible date for the directors and officers liability insurance.

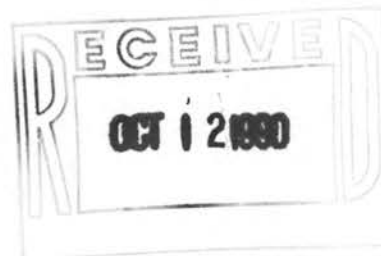
Bye asked that the Board establish policies for the theatres use of its cash reserve fund. Ellis directed the Business and Finance committee to make policy recommendations.

Hearing no further business the meeting was adjourned at 1:25 PM.

Respectfully submitted,

Jeff Cook, Secretary

PENUMBRA THEATRE - BOARD OF DIRECTORS MEETING
OCTOBER 17, 1990
11:45 - 1:00 pm



****REMINDER - Lunches will be available for \$5. Please let me know by MONDAY, OCTOBER 15 if you would like a lunch ordered. You can leave a message on my voice mail - 224-4601 Ex. 240

AGENDA

11:45 - 12:00 - Lunch and socializing
12:00 - Call to order - Cassius Ellis

Review of minutes - August meeting

Treasurers report

Committee reports:

Executive Committee - Insurance Recommendations
Business and Finance - Budget review, Hallie lease negotiations, separation agreement
Resources Development - Funding update, grant review recommendation

Other reports: By-law changes - Cook

Old Business

New Business

1:00 - Scheduled adjournment

Program Services

Ezrl Miller

Jim Bransford

Reuben Larson

Low Bellamy

WINTHROP & WEINSTINE

ATTORNEYS AND COUNSELORS AT LAW

OCT 29 1990

IRMAN WINTHROP
ROBERT R. WEINSTINE
RICHARD A. HOEL
ROGER D. GORDON
STEVEN C. TOUREK
STEPHEN J. SNYDER
HART KULLER
DAVID P. PEARSON
THOMAS M. HART IV
DARRON C. KNUTSON
JOHN A. KNAPP
STEPHEN B. YOUNG
MICHELE D. VAILLANCOURT

DAVID E. MORAN, JR.
DONALD J. BROWN
JON J. HOGANSON
SANDRA J. MARTIN
GARY W. SCHOKMILLER
TODD B. URNESS
SCOTT J. DONGOSKE
PETER J. GLEEKEL
ROBERT S. SOSKIN
EDWARD J. DRENTTEL
JEFFREY W. COOK
DANIEL C. ADAMS
JEFFREY R. ANSEL

3200 MINNESOTA WORLD TRADE CENTER

30 EAST SEVENTH STREET

SAINT PAUL, MINNESOTA 55101

TELEPHONE (612) 290-8400

DIRECT DIAL

October 26, 1990

LAURIE A. KNOCKE
WILLIAM F. MOHRMAN
LLOYD W. GROOMS
JULIE K. WILLIAMSON
MARK T. JOHNSON
BETSY J. LOUSHIN
BROOKS F. POLEY
JULIE WIDLEY SCHNELL
CHRISTY JO CASPERS
THOMAS H. BOYD
JOSEPH C. NAUMAN
DANIEL C. BECK

ERIC J. NYSTROM
BRIAN J. KLEIN
KRISTIN L. PETERSON
JOANNE L. MATZEN
TIMOTHY K. MASTERSON
EVAN D. COOBS
THOMAS A. WALKER
GINA M. GROTHE FOLLEN
E. JOSEPH NEWTON
PATRICK W. WEBER
CHARLES A. DURANT
FAX (612) 292-9347

To the Board Members:

Enclosed please find a copy of Minn. Stat. §317A.255 concerning Director conflicts of interest. For our purposes, you can assume that this provision of Minnesota Statute applies to our Board.

Very truly yours,

WINTHROP & WEINSTINE

By -

Jeffrey W. Cook
Jeffrey W. Cook

JWC/nsc
Enclosure

317A.255. Director conflicts of interest

Subdivision 1. Conflict; procedure when conflict arises. A contract or other transaction between a corporation and its director, or between its director and a related organization, or between a corporation and an organization in or of which its director is a director, officer, or legal representative or has a material financial interest, is not void or voidable because the director or the other organization are parties or because the director is present at the meeting of the members or the board or a committee at which the contract or transaction is authorized, approved, or ratified if:

(1) the contract or transaction was, and the person asserting the validity of the contract or transaction has the burden of establishing that the contract or transaction was, fair and reasonable as to the corporation when it was authorized, approved, or ratified;

(2) the material facts as to the contract or transaction and as to the director's interest are fully disclosed or known to the members and the contract or transaction is approved in good faith by two-thirds of the members entitled to vote, other than the interested director or directors, or the unanimous affirmative vote of all members, whether or not entitled to vote;

(3) the material facts as to the contract or transaction and as to the director's interest are fully disclosed or known to the board or a committee, and the board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the board or committee, but the interested director may not be counted in determining the presence of a quorum and may not vote; or

(4) the contract or transaction is a merger or consolidation described in section 317A.601.

Subd. 2. Material financial interest. For purposes of this section:

(1) a director does not have a material financial interest in a resolution fixing the compensation of the director or fixing the compensation of another director as a director, officer, employee, or agent of the corporation, even though the first director is also receiving compensation from the corporation; and

(2) a director has a material financial interest in an organization in which the director, or the spouse, parents, children and spouses of children, brothers and sisters or spouses of brothers and sisters of the director, have a material financial interest.

Subd. 3. Exception. The procedures described under subdivision 1, clauses (1) to (3), are not required if the contract or other transaction is between related organizations.

Laws 1989, c. 304, § 45, eff. Aug. 1, 1989.

Reporter's Notes—1989-1990

Source:

MBCA, section 302A.255, subdivisions 1 and 2, as modified.

Former Minnesota Provision:

None.

Change From Former Law:

New provision.

General Comment:

Former law was silent on the issue of conflicts of interest for directors of non-profit corporations, although particular corporations may have policies in their articles or bylaws. This section adopts the provisions of the MBCA, section 302A.255, subdivisions 1 and 2, with a

few changes. Under subdivision 1, transactions between a corporation's director and a related organization are included. This was seen as a potential gap in the MBCA. Subdivision 3 is a new provision, which provides that the procedures for approval or ratification of a transaction in which a director is interested are not required if the contract or transaction is between related organizations. "Related organization" is defined in section 317A.011, subdivision 18. In this situation, concerns over conflicts of interest should not be present and directors will not have to worry about the conflict of interest provisions when sitting on boards of related entities.

317A.257. Unpaid directors; liability for damages

Subdivision 1. Generally. Except as provided in subdivision 2, a person who serves without compensation as a director, officer, trustee, member, or agent of an organization exempt from state income taxation under section 290.05, subdivision 2, or who serves without compensation as a fire chief of a nonprofit firefighting corporation or municipal volunteer fire department, or of a public corporation established by law but not considered a municipality, is not civilly liable for an act or omission by that person if the act or omission was in good faith, was within the scope of the person's responsibilities as a director, officer, trustee, member, agent, or fire chief of the organization, and did not constitute willful or reckless misconduct.

Subd. 2. Exceptions. (a) Subdivision 1 does not apply to:

(1) an action or proceeding brought by the attorney general for a breach of a fiduciary duty as a director;

(2) a cause of action to the extent it is based on federal law;

(3) a cause of action based on the person's express contractual obligation; or

(4) an action or proceeding based on a breach of public pension plan fiduciary responsibility.

(b) Subdivision 1 does not limit an individual's liability for physical injury to the person of another or for wrongful death that is personally and directly caused by the individual, nor the liability of a municipality arising out of the performance of firefighting or related activities.

Subd. 3. Definition. For purposes of this section, the term "compensation" means any thing of value received for services rendered, except:

(1) reimbursement for expenses actually incurred;

(2) a per diem in an amount not more than the per diem authorized for state advisory councils and committees under section 15.059, subdivision 3; or

(3) payment by an organization of insurance premiums on behalf of a person who is or was a director, officer, trustee, member, or agent of an organization, or who, while a director, officer, trustee, member, or agent of the organization, is or was serving at the request of the organization as a director, officer, partner, trustee, employee, or agent of another organization or employee benefit plan against liability asserted against and incurred by the person in or arising from that capacity.

Laws 1989, c. 304, § 46, eff. Aug. 1, 1989.

Draft 10-3-90

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of October, 1990, by and between Hallie Q. Brown Community Center, Inc., a Minnesota non-profit corporation ("Hallie Q. Brown"), and Penumbra Theatre, Inc., a Minnesota non-profit corporation ("Penumbra").

WHEREAS, Hallie Q. Brown is a non-profit tax exempt corporation and human service organization located in the Martin Luther King Center since 19__ at 270 North Kent Street, Saint Paul, Minnesota 55102; and

WHEREAS, Hallie Q. Brown has sponsored, promoted, administered and developed separate divisions of community service over the years including, among others, Cultural Arts, Day Care, Senior Citizens Consortium, and Community Center Programs; and

WHEREAS, the Hallie Q. Brown Cultural Arts division of community services, having functioned under the name of Penumbra since 19__, has grown and developed into a separate artistic and organizational force within the Twin Cities community and the State of Minnesota; and

WHEREAS, in 1986, Penumbra Theatre, Inc. ("Penumbra Theatre"), was incorporated as a non-profit corporation by its artistic director, Lou Bellamy, in contemplation of its continued artistic, organizational, and financial growth; and

WHEREAS, the time has now come for Penumbra Theatre to emerge as a separate and independent legal entity incorporating the Cultural Arts division of Hallie Q. Brown known as Penumbra and to withdraw from the sponsorship, promotion, administrative and development considerations heretofore provided by Hallie Q. Brown; and

WHEREAS, Hallie Q. Brown is desirous of withdrawing any sponsorship, promotion, administrative and/or development duties it has provided for its Cultural Arts division known as Penumbra and for Penumbra Theatre; and

WHEREAS, the Board of Directors of Hallie Q. Brown is further desirous of amicably terminating its symbiotic relationship with its Cultural Arts division known as Penumbra and, instead, creating an arms length legal relationship between Hallie Q. Brown and the separate legal entity known as Penumbra Theatre, Inc.; and

WHEREAS, Hallie Q. Brown and its Cultural Arts division known as Penumbra have certain financial and administrative considerations which must be met and resolved by way of this Agreement in order to effect the separation of the symbiotic relationship and the creation of the complete separate legal relationship between Hallie Q. Brown and Penumbra Theatre; and

WHEREAS, however, Hallie Q. Brown and Penumbra Theatre are desirous of continuing the common goal of providing support and artistic and social services to the community;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective July 1, 1990, Penumbra Theatre, Inc., and/or Penumbra is no longer an operating and/or subordinate division of Hallie Q. Brown Community Center, Inc., and Hallie Q. Brown has no legal interest in the assets (either tangible or intangible) and/or liabilities associated therewith except as set forth below. Likewise, Penumbra Theatre, Inc. and/or Penumbra, has no legal interest in any assets and/or liabilities of Hallie Q. Brown Community Center, Inc., except as set forth below.

2. Employees Lou Bellamy, Richard D. Thompson, Cindy Lewis, Carolyn Bye and Willetha Carter are terminated from their employment with Hallie Q. Brown effective July 1, 1990. Hallie Q. Brown will pay by November 15, 1990, accrued vacation

benefits to Lou Bellamy in the amount of \$ _____; to Richard D. Thompson in the amount of \$ _____; and to Cindy Lewis in the amount of \$ _____. In addition, Hallie Q. Brown will continue to offer benefits available to Lou Bellamy, Richard D. Thompson and Cindy Lewis under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and other provisions as provided by law.

3. Attached as Exhibit A is an inventory of personal property including, among other things, costumes, props, scenery, lumber, hardware, tools, lighting instruments and equipment, office furniture and supplies, folding chairs, ticket office kiosk and sound equipment, computer equipment (including software) and the Hallie Q. Brown mailing list all of which Hallie Q. Brown has agreed to sell and Penumbra has agreed to buy for sum of One and No/100 Dollar (\$1.00) which sale transaction will be memorialized by way of a Bill of Sale in a form substantially similar to Exhibit B.

4. Since July 1, 1990, Hallie Q. Brown has collected and deposited in its accounts funds from a Jerome Foundation Grant designated for the 1991 Penumbra Theatre Cornerstone Competition ("Cornerstone Grant") in the amount of \$9,000.00. Upon the execution of this Agreement, Hallie Q. Brown shall pay Penumbra the amount of \$9,000 less expenses in the amount of \$ _____ directly attributable to the 1991 Cornerstone Competition paid prior to July 1, 1990 by Hallie Q. Brown on behalf of Penumbra Theatre. Therefore, the total Cornerstone Grant payment to Penumbra Theatre from Hallie Q. Brown will be \$ _____.

5. Prior to July 1, 1990, The Northwest Area Foundation awarded Hallie Q. Brown a _____ Grant ("Grant") in the amount of \$80,000.00 which funds were restricted insofar as they could only be used by its Cultural Arts division known as Penumbra. Hallie Q. Brown continues to hold these Grant funds in its accounts for its Cultural Arts division known as Penumbra. In addition, certain Penumbra expenses anticipated by the terms of the Grant and incurred between January 1 and June 30, 1990, were paid by Hallie Q. Brown on behalf of its Cultural Arts division known as Penumbra and therefore are to be reimbursed by the Grant funds pursuant to the terms of the Grant. The specific expenses aforementioned are itemized and set forth in the attached Exhibit D. Hallie Q. Brown and Penumbra Theatre agree that the expenses set forth in Exhibit D shall be offset against the amount of the Grant and the remainder shall be paid to Penumbra Theatre, Inc., upon execution of this Agreement. The Northwest Area Foundation has been contacted and has approved the conveyance of the \$80,000.00 Grant (less the expenses aforementioned) from Hallie Q. Brown to Penumbra Theatre, Inc.

6. Hallie Q. Brown has, since July 1, 1990, paid certain other expenses on behalf of Penumbra Theatre for which Penumbra

Theatre must reimburse Hallie Q. Brown. These expenses are itemized and set forth on the attached Exhibit E. Upon execution of this Agreement, Penumbra Theatre shall pay Hallie Q. Brown the amount of \$ _____ as payment in full for these itemized expenses.

7. Penumbra Theatre shall continue to physically operate its theatre at Hallie Q. Brown on a non-exclusive basis and as a tenant of Hallie Q. Brown as landlord. Contemporaneous with the execution of this Agreement, Penumbra Theatre and Hallie Q. Brown shall enter into a lease agreement substantially similar in form to that attached as Exhibit F.

8. As of July 1, 1990, Hallie Q. Brown fully and forever releases and discharges Penumbra Theatre and/or its employees from all claims, demands, damages, actions and rights to action which Hallie Q. Brown now or hereafter may have arising out of Penumbra Theatre's operations in Hallie Q. Brown for anytime on or before June 30, 1990.

9. Hallie Q. Brown agrees to indemnify and hold Penumbra Theatre harmless from any claims, crossclaims, third-party claims, or counterclaims for contribution or indemnity made by others, including any other defendants and third-party defendants.

10. Hallie Q. Brown warrants, covenants, represents and states that it has full and complete and express authority to enter into this Agreement and to bind Hallie Q. Brown to the terms hereunder.

11. Penumbra Theatre warrants, covenants, represents and states that it has full and complete and express authority to enter into this Agreement and to bind Penumbra Theatre to the terms hereunder.

12. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

13. The provisions of this Agreement shall be applied and interpreted in the manner consistent with each other so as to carry out the purposes and intent of the parties hereto, but if for any reasons any provision hereof is determined to be unenforceable or invalid, such provision or such part thereof as may be unenforceable or invalid shall be deemed severed from this Agreement and the remaining provisions shall be carried out with of same force and effect as if the severed provision or part thereof had not been a part of this Agreement.

14. This Agreement may be executed in two or more counterparts, all of which shall be considered one in the same Agreement and shall become effective when one or more

counterparts have been signed by each of the parties and delivered to the other parties.

15. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Hallie Q. Brown, Inc.
By its President

Penumbra Theatre, Inc.
By its President

Hallie Q. Brown, Inc.
By its Secretary

Penumbra Theatre, Inc.
By its Secretary

Address:
The Martin Luther King Bldg.
270 North Kent Street
St. Paul, Minnesota 55102

Address:
The Martin Luther King Bldg.
270 North Kent Street
St. Paul, Minnesota 55102

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 1990, on behalf of Hallie Q. Brown, Inc., by its President.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 1990, on behalf of Hallie Q. Brown, Inc., by its Secretary.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, on behalf of Penumbra Theatre, Inc., by its President.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, on behalf of Penumbra Theatre, Inc., by its Secretary.

Notary Public

PENUMBRA THEATRE 1990-91 CONTRIBUTIONS

CONFIRMED/RECEIVED

3-M	7,000	confirmed
Metro Council	17,500	confirmed
General Mills	87,500	confirmed
IDS	12,000	confirmed
Bush Foundation	40,000	confirmed
Jostens	2,500	confirmed
City of St. Paul	15,000	confirmed
Daytons	24,500	confirmed
NEA	10,000	confirmed
Jerome Fnd.	8,500	confirmed
First Community Bank	500	confirmed
First Bank	2,500	confirmed
Northwest Area Foundation	80,000	confirmed
IBM	8,000	confirmed
Urban League	<u>7,500</u>	confirmed
Subtotal	323,000	

PROPOSAL SUBMITTED/PENDING

Mardag/St. Paul Foundation(f) 3 yr/	50,000	pending
Minneapolis Foundation	30,000	pending
Jerome Fnd.(f)	10,000	pending
St. Paul Companies(f)	30,000	pending
U.S. West(f)	10,000	pending
Butler Foundation	3,000	pending
Elmer Anderson Foundation	3,000	pending
Western Bank and Insurance(f)	700	pending

1991/91 Grant goal: 406,000

Received to date/committed: 323,000

Balance to be raised: 73,000
=====

(f) indicates organization that has funded Penubmra in the past

11-5-90

NOV 13 1990

PENUMBRA EXECUTIVE COMMITTEE MEETING

NOVEMBER 14, 1990, 11:45 - 1:00 PM

AGENDA

11:45 - 12:00 - Lunch, socializing

12:00 - Call to order - Ellis

Approval of minutes

Financial update - Bye

Old business

Committee Reports - Business and Finance (Plimpton)

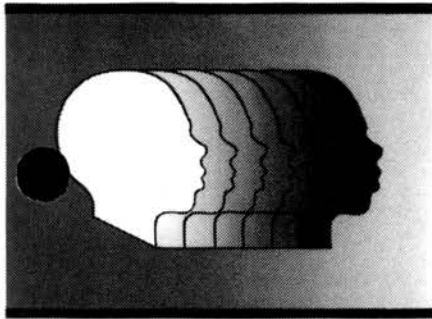
Resources (Jones, Kingman)

New business - Managing Director search committee (Plimpton)

Discussion/box office service contracts (Bye)

Other

Program Service



PENUMBRA THEATRE COMPANY

270 North Kent Street • Saint Paul, Minnesota 55102 • (612) 224-4601

Lou Bellamy *Artistic Director*

BOARD OF DIRECTORS

Dr. Cassius Ellis, President
James Bransford
Jeffery Cook
Ezell Jones
Kathleen Kingman
Judge LaJune Lange
Reuben Larson
Bill McKinney
Rev. Earl Miller
Dr. Jerry Owens
Dr. Mary T. Phillips
Janice Plimpton
Dr. David Taylor
Wilbur Thomas

BOARD OF ADVISORS

Ervin Dixon
Ervin
Frederick Jackson
Denise Johnson
Reatha Clark King
Archibald Leyasmeyer
Mayor James Scheibel
David Spears
John Warder
August Wilson
Dr. John Wright

THE COMPANY

Lou Bellamy
Terry Bellamy
Horace Bond
Joe Carter
Dara Ceaser
James Craven
Edna Duncan
Hassan Al-Amin
Abdul El-Rassac
Denise Ellis
Kathryn Gagnon
W.J.E. Hammer
Beverly Mahto
Tia Mann-Evans
Marion McClinton
Otis Montgomery
Faye Price
Claude Purdy
Patricia Rice
Rick Thompson
Rick Thompson
Lewis Whitlock III
James A. Williams
August Wilson

TO: PENUMBRA THEATRE BOARD MEMBERS

FROM: CAROLYN BYE

RE: PURCHASE OF BOARD LUNCHES

At the last board meeting members requested that they receive a bill from Penumbra to cover the cost of board lunches.

The following statement covers all regular board meetings and all executive committee meetings scheduled through this board term (through the October 23 annual meeting.)

Regular Board Meetings - 4 meetings @ \$5

Please remit - \$20.00

Executive Committee Members - 7 meetings @ \$5

Please remit - \$35.00

TOTAL DUE: \$55⁰⁰

Please make your check payable to Penumbra Theatre,
and mail attn: Carolyn Bye

PENUMBRA THEATRE - EXECUTIVE COMMITTEE MEETING

DEC 14 1990

DECEMBER 19, 1990 - 11:45 - 1:00

AGENDA

11:45 - 12:00 - Lunch

12:00 - Call to Order

Approval of minutes of November Executive Committee meeting

Business:

- . Presentation of separation agreement/discussion/approval (Bye/Cook)
- . Presentation of lease/discussion/approval (Bye/Cook)
- . Update on Managing Director search (Plimpton)
- . Update of financials, discussion of preliminary financial documents

Other

IMPORTANT

BECAUSE WE HOPE TO BE FINALIZING LEASE AND SEPARATION AGREEMENTS, IT IS IMPORTANT THAT WE HAVE A QUORUM FOR THE MEETING. PLEASE RSVP TO CAROLYN, 224-4601 EXTENSION 240 TO CONFIRM YOUR ATTENDANCE

PENUMBRA EXECUTIVE COMMITTEE MEETING

NOVEMBER 14, 1990, 11:45 - 1:00

MEMBERS PRESENT: Phillips, Plimpton, Ellis, Taylor, Jones

MEMBERS ABSENT: Kingman, Lange, Cook

STAFF PRESENT: Bellamy, Bye

The meeting was called to order by Vice President Mary Phillips at 12:00. Minutes of the previous meeting were read and approved (Taylor moved/Phillips seconded)

Bye presented a financial update. Financial data still is not available for early part of the fiscal year from Hallie. In addition, Penumbra's financial records for Sept - present still are not on computer so an accurate financial picture is not available. Fund raising and production income is on target. Bye reported that expenses appear to be in line. More accurate information will be available at the December Executive Committee meeting and full financial reports will be available for the January meeting.

Old Business

Bye updated on the status of the lease and separation agreements. She stated she was confident that the lease will be completed and ready for approval at the December meeting. Members of the board expressed concern that the negotiations are moving slowly and that no one has a concrete idea of what the rent costs will be. Members expressed concern that the rent figure for 1991 not exceed \$25,000.

Bye presented financial data which she has been discussing with Hallie. Currently Hallie has presented Penumbra with a bill for \$91,273 to reimburse Hallie for costs from 6/30 - 9/30/90. (A copy of the financial data which Bye presented to the Executive Committee is attached.) Jones moved/Phillips seconded motion that Bye pay the Hallie's request.)

Bye distributed copies of proposed new by-laws which were prepared for distribution by Jeff Cook. (Cook was unable to attend to distribute/discuss them because of an office emergency.)

Committee Reports

Business and Finance - Plimpton presented the following recommendations from the Business and Finance Committee regarding Penumbra's cash reserve:

Plimpton moved/Jones seconded a motion that the board adopt the committee's recommendations.

Executive Committee - November 14, 1990
Page 2

Committee Reports (continued)

Managing Director Search - Plimpton announced that she chairs the search committee to find a new Managing Director to take Carolyn Bye's place when she leaves January 1, 1991. The search committee is made up of Plimpton, Bellamy, Lange and Conner. There may also be some community people who are asked to serve on the committee.

Resources Committee - Jones updated on his committee's work. They have sent a questionnaire to the board asking members to identify potential new members. In addition, the form asks them to identify funders with whom they have a relationship and a list of potential individual contributors. He announced that my January 16 his committee will have a fuller report of resource committee plans.

New Business

Bye informed the board that she has asked two full service ticketing companies to bid on Penumbra's ticketing business for the next year. Although the decision to hire on of the companies is not a board decision, Bye wanted the board to be aware that, when signed, there would be a contract for which Penumbra would have liability. Members provided feedback about issues they feel need to be addressed in the box office area. Jones asked to see a breakdown of the financial impact of hiring such a service.

Bellamy discussed steps that the theatre has taken to date to begin looking for new theatre space. He stressed the importance of Penumbra's beginning to make plans for its expansion needs. He suggested that Jeff Cook be appointed to chair a committee to coordinate the expansion strategy.

Respectfully submitted:

Carolyn Bye
Managing Director

Attachment: Hallie funding breakdown

Bye presented the following financial information regarding Hallie/Penumbra expenses to the Executive Committee:

Deficit for period 7/1/89 - 12/31/89	(21,545)*
Surplus for period 1/1/90 - 6/30/90	31,066 **
Reimbursement owed to Hallie for the period from 7/1/90 - 9/30/90	(100,794)***
	<hr/>
Total to be paid to Hallie	\$ 91,273
	=====

At the same time that Penumbra issues this check to Hallie, Hallie Q. Brown will issue a check in the amount of \$76,347.97 to Penumbra. This amount is the balance remaining in the Northwest Area restricted account.

* Penumbra deficit for the period ending 12-31-90 based on the final 6 months of Hallie's 1989 audit.

** Penumbra income over expense based on Hallie financial statements for the period 1/1/90 - 6/30/90.

*** For the period 7/1/90 - 9/30 90 Hallie paid all of Penumbra's expenses with the understanding that Penumbra would reimburse them. The amount above represents itemized expenses for this period.

note: Penumbra will be receiving additional invoices from Hallie for the month of September as well as specific expenses and administrative costs for the 6 month period.

Variety

B

Star Tribune

weekend

REVIEWS

STAGES SET FOR THE HOLIDAYS

'Nativity' captures joy,
essence of the season

By Peter Vaughan/Staff Writer

Often lost in the commercial avarice of the holiday season is the simple story that inspired it all. Amid all the Santas, Christmas trees, reindeer and office parties, the birth of Christ sometimes seems to have been lost.

FRIDAY/NOVEMBER 30/1990

'Nativity'

Continued from page 1E

"Black Nativity" constantly reminds us that the Christmas season is a time of joy. A fine ensemble of singers, under the Rev. Carl Walker's strong musical direction, spills forth a string of powerful songs. This show rocks and smiles its way into your heart.

The singing is exceptional. T. Michael Rambo soars and struts as leader of the congregation, Joe Carter's rich bass brings tears to your eyes with an earthy "O Come All Ye Faithful." Dara Ceaser finds the emotional punch in a lovingly slow rendition of "Sweet Little Jesus Boy." Kathy Gagnon leads ensemble and audience in the driving "How Shall I Send Thee." When a group effort is needed, the entire 11-member cast responds beautifully. One of the show's most effectively staged songs is "Whatcha Gonna Name That Pretty Little Baby," in which six women stitch a quilt in time to its lilting tune.

When this celebration of black culture, interpreted by these skilled



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