Shall We Dance? Shall We Dance?
From ballet and ballroom to hip-hop and hula, the passion is contagious

By Mary DeCicco
It seems like everyone is dancing these days. Television has its popular “Dancing With the Stars” and “So You Think You Can Dance.”

And you can always catch some great flicks that focus on the feats on feet: Hollywood features stunning moves in “Saturday Night Fever” and “Dirty Dancing.” Of course, there are few that rival the elegance of Fred Astaire and Ginger Rogers or Gene Kelly as they glide across the floor in old movies.

From Warwick and Middletown to Pine Bush, Orange County is rich in the number of dance studios it has, enough to keep the many dance enthusiasts tapping their toes and doing Rockette-style kicks.

Sharon Mitchell, artistic director-choreographer-instructor for her Mitchell Dance Company in Pine Bush, says there’s a “huge interest in dance right now with all these dance shows on television ... it’s a huge draw.”

So, even during these worrisome economic times, her performing arts center, opened in 1985, continues to enroll students for the award-winning competition teams she assembles “sometimes through auditions, sometimes through just me pulling them in.” The teams perform in anything involving dance – modern, ballet, lyrical, hip-hop – and can cite American Dance Association titles as proof of their skills.

Mitchell, who says she’s been dancing since she was “about 5” when she came with her parents from Trinidad to the U.S., is passionate about dance.

“Don’t know what I’d do without it,” she says. “Dance is everything I am.”

The Mitchell family settled in Brooklyn, where her father and mother, who had been in a modern dance company in Trinidad, put her in ballet, tap and jazz classes. Later, they moved to Pine Bush and when Sharon was around 12 years old, she was enrolled in a Russian ballet camp and also studied dance locally. When she was at Syracuse University, she was active in theater and dance and went on to become captain of the dance team there.

Mitchell’s dance company has grown to as large as 178 students at one point from its beginning of 10 the first day after coming home from Syracuse one summer and starting classes. She now teaches students from age 3 to 18, preferring to have “kids who really want to dance, not just because Mommy says you have to.”

continued on page 2
To be considered for publication, you need to be a member of Arts in Orange. Artwork and photographs must be submitted with a caption and photo credit. Photographs, poetry, short stories, and slides will be considered for publication in ArtSpace. Written entries should be sent via e-mail to artspace@artsinorange.org. Slides and photos should be e-mailed in PDF format to info@artsinorange.org. For more information, call 845.956.0005.

ArtSpace is published quarterly by Arts in Orange (AiO).

Please address correspondence to:

ArtSpace
Arts in Orange
130 Dolson Avenue, Suite 35
Middletown, New York 10940

Suzanne Schubert, Executive Director,
Compilation of all information
Mary DeCicco, Contributing Editor and Writer

John Creagh, Designer
Director of Art & Production

Copyright © 2008 Arts in Orange. All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system without permission, in writing, from Arts in Orange. Requests for permission to make copies of any part of ArtSpace should be mailed to Request for Permission, Arts in Orange, 130 Dolson Avenue, Suite 35, Middletown, New York 10940.

Arts in Orange
130 Dolson Avenue, Suite 35
Middletown, NY 10940
845.956.0005 Telephone 845.956.0004 Fax
info@artsinorange.org
www.artsinorange.org

All photos courtesy of AiO, unless otherwise noted.

ArtSpace is made possible, in part, with support from the State & Local Partnership Program of The New York State Council on the Arts.

Alternate versions of ArtSpace are available upon request. If you would like a large print or Braille version of ArtSpace, please e-mail info@artsinorange.org, or call 845.956.0005.

Visit www.artsinorange.org for the full-color version of ArtSpace.
A joy of teaching

Ebonie Avant, teacher, choreographer and artistic director, expresses the same degree of enthusiasm. “Dance can be healing — physically, mentally and emotionally,” she says.

Avant opened the Dance Diamond in Middletown in 2001 and named it after her oldest daughter, Diamond, age 12, and followed that in 2007 with the Dance Star in Ellenville, named after her younger daughter, Star, 9. She says that, although her students go to at least one competition a year, she, like Gutierrez, prefers to think of her studio as “more of a performance studio with a non-competitive atmosphere.”

Her students, from age 3 to 50, are offered ballet, jazz, tap, African, hip-hop, step, modern and lyrical. They have won a few trophies, but she says she does her best to keep them “levelheaded and expose them to competition so they can have a sense of where they stand within the dance community.”

“I teach them to be respectful to all their fellow dancers, not just the ones they dance with, and expose them to a wide range of performing arts-related events so that they have plenty of options available to them in life.” Community events, such as the Town of Wawayanda annual town picnic, outweigh the competitions.

Avant, a Port Jervis resident, has been dancing since she was 5, was trained in ballet, jazz, tap, African and modern, and holds a performing arts degree in dance. She does not dance professionally, preferring teaching, which she has done for more than 20 years.

“It is such a joy to teach and see the end result,” she says. “I love to see my babies (her students) when they finally get that step.”

“I love the feeling I get when they finally accomplish their goal or their dream and to know I assisted in it.” Children and some adults attend her classes Tuesday through Saturday because they want to learn how to do a dance they have seen in the movies or on TV, but most parents want the children to learn how to dance for discipline and self confidence, she says.

As Avant says on her Web site, it is her belief that “continued exposure through dance and all performing arts venues is preparation for dealing with life in the real world.”

A quote from Martha Graham, dancer, choreographer and contemporary dance pioneer, sums it up nicely. “Dance is the hidden language of the soul,” she said.

To find out more information on their studios, check out these Web sites:

- Mitchell Dance Company — www.mpacdance.net
- La Montiel Dance — www.dancemonteil.com
- Dance Diamond — www.thedancediamond.com

Visit www.artsinorange.org for the full-color version of ArtSpace
Port Jervis Arts Walk Committee is seeking submissions for the 2009 Port Jervis Arts Walk poster for advertising throughout the tri-state area. Deadline: Nov. 15. Contact szue24@frontiernet.net

ASA International Screenplay Competition is accepting script entries. Multiple entries can be submitted. First prize is $10,000. Deadline is Nov. 30. Complete information is available at goasa.com/12thcompetition.shtml

Hudson Valley Parent and Hudson Valley Life magazines is seeking a temporary editor. This is a full-time, in-office position. Go to editor@excitingread.com for more information.

Aperture Foundation Work-Scholar Program, NY offers six-month or 12-month full-time internships writing, editing, design, production, circulation and marketing photography. A $300 per month stipend is provided and college credit is available. For complete information: aperture.org/store/about-workscholar.aspx

New York Foundation for the Arts MARK holds a six-month program, January to June, of seminars and retreat for visual artists living outside New York City to focus on the professional side of their creative practice. It offers a chance to voice concerns and provides a statewide network. Deadline is Nov. 14. For more information: nyfa.org/mark
Newburgh Art Supply on Liberty Street is nestled among the burgeoning renaissance of specialty shops and cafes of the city's downtown historic business district. The shop, which opened in July, contains a surprisingly wide variety of artists' tools and supplies.

In the tradition of old-fashioned neighborhood charm, proprietor Michael Gabor greets customers with a cordial smile. A visual artist's pleasure, the shop is a virtual pallet of color. The space is neatly arranged, organized with an orderly assortment of stripes created with brushes, pens and pencils, tubes of paints, crayons of pastels, and bottles of inks. Small to large figure models are playfully displayed among the shelves, boxes and stacks of pads, reams and sheets of handmade paper and stretched canvases. Collage, mask-making and sculpture supplies, brush holders and driers line the shelves.

Items that are perfect for children's parties or afternoon activities are also available, as are a selection of student artists' starter kits. If you do not find what you are seeking in the existing inventory, Gabor and partner Gerado Castro can most likely obtain it quickly. They constantly increase their wide selection of natural, earth-friendly and locally produced supplies.

In the front of the store is a display of local memorabilia and souvenirs available in the Palantine shop, named after a grand and famous 1893 Newburgh hotel that was razed in 1970 after decades of decline and neglect. In the back of the shop, customers might find Eric Jarmann at work with his retail custom frames, the perfect finish for artwork.

Local resident artists and proprietors, Gabor and Castro are actively involved in the local community. They maintain the Newburgh Arts Calendar and work with local children, designating a wall at Newburgh Art Supply to exhibit artwork by a local student artist. They are currently accepting nominations for this ongoing, rotating student exhibition space.

The selection, convenience and reasonably priced items, combined with friendly and knowledgeable assistance, make the Newburgh Art Supply a welcome inspiration and resource to artists, students and amateur art enthusiasts.

For more information go to newburghartsupply.blogspot.com or call 845.561.5552.
Trained in studies focusing on Ghana’s culture, sculpture, industry and other aspects, Dankor now teaches everyone from special needs and elementary school children to university students in African dance, sculpture, printmaking, drum-making and storytelling. His sculptures made of wood, clay and found objects, which have won many prizes, have been displayed in U.S. museums and exhibitions in Africa and Europe.

“The ethnic traditions and culture have been passed on to me, which I see as a mission to also pass on in the promotion of diversity in the arts,” Dankor says.

For more information on Dankor, drumming and his sculpture, visit bak2roots.

Maxwell Kofi Dankor, donning his handmade traditional clothing, gives a drumming demonstration on one of the drums that he has made, detail on right.

“Drumming to me is a unique form of communication to oneself and in a community setting at different levels,” he says. “It is non-verbal, feels like meditation for the most part.” He considers it therapeutic and that it “teaches the act of listening, challenge and tolerance.”

Dankor, who came to the U.S. in 1992, lovingly makes all of his drums from wood and animal skins. Drumming, which he has been doing for more than 30 years and became a master at before he graduated from the University of Science and Technology in Kumasi, Ghana, “brings people together, regardless of who they are,” he says.

“It builds families and communities in a non-intrusive, non-threatening way,” adds Dankor, whose drum circles range from two to hundreds and can include people of all ages.

“In the African village I grew up in, children as well as adults are part of a circle. It included the pregnant women, the sick and even pets,” he says. “It’s the live wire for ceremonies, celebrating stages of life in the village and still vibrant in today’s culture.”

Maxwell Kofi Dankor, donning his handmade traditional clothing, gives a drumming demonstration on one of the drums that he has made, detail on right.
Shawn Dell Joyce

Shawn Dell Joyce, who lives in Montgomery, is a sustainable artist and community activist. She is the founder of the Wallkill River School, which combines environmental activism with plein air painting. These are samples of her pastels. www.ShawnDellJoyce.com or www.WallkillRiverSchool.com

Hands, Womens Work

Mother’s Grief

(All photos courtesy of the artist)

Apprehension

Mary/Mary

Visit www.artsinorange.org for the full-color version of ArtSpace

subscription

subscribe to ArtSpace for $15

$15 for a one-year subscription

Where did you find your copy of ArtSpace?

Name:

Address:

Phone:

E-Mail:

Please send this form, with your $15 check made payable to

Arts in Orange to:

Arts in Orange
Attn: ArtSpace
130 Dolson Avenue, Suite 35
Middletown, New York 10940
Dear AskTheLawyer:

I’m a photographer and a graphic designer and I’ve just been offered a job at a big advertising agency. My prospective employer wants me to sign a noncompete agreement, but the document makes me uneasy. What should I do?

Thanks,
Photosigner

Dear Photosigner:

A noncompete clause is an agreement in which an employee or independent contractor agrees not to compete with the employer for a certain time period in a certain place or area of business. The primary purpose of noncompete agreement is to prevent employees from competing against the employer after employment is terminated.

For example, a noncompete agreement may prohibit a former employee from working for a competitor of the original company or starting a competing business within a specified time. Many employers view the signing of the noncompete agreement as a prerequisite to employment: no signature, no job.

However, because noncompetition agreements can make it very difficult for former employees, including photographers and graphic designers, to make a living, a number of states will not enforce noncompete agreements or restrict how they may be used.

For example, California courts have ruled that such agreements are illegal restraints. In general, many courts are hesitant to enforce them, especially if it is not reasonable in scope, time or territorial restrictions.

Regarding scope, a noncompete agreement must only be as restrictive as necessary to accomplish the employer’s objective of protecting against competition. Such an agreement may not limit a former employee from seeking any and all employment. The agreement may only prevent the ex-employee from engaging in directly competitive work — in your case, for example, taking a similar position at a rival advertising company.

Regarding time restrictions, noncompete agreements cannot last indefinitely, and the amount of time designated must be reasonable. The shorter the term of the agreement, the more likely a court will be to uphold its validity. Usually noncompete agreements last between six months and two years, but individual states impose their own rules.

In New York, for example, noncompete agreements up to five years in length have been considered reasonable. But even in states, such as New York, that have upheld longer noncompete agreements, a court may determine an agreement to be unreasonable because, given the nature of the industry for which the contract was created, the information the employer is trying to protect may not have a shelf life as long as that of the agreement.

Regarding territorial restrictions, the noncompete agreement must specify the geographic area in which it will apply and restrictions may only exist where the employer does business or plans to do business in the immediate future. For example, if the advertising agency requesting your signature on a noncompete agreement does business nationwide, the applicable territory may be the entire United States.

If the agency only advertised in New York and stated that as the set geographic area of limitation, you would be able to seek employment with advertising agencies in any other state under a valid agreement.

In order to make noncompetition agreements more palatable for potential employees, some employers include clauses that permit the employee to work for a competitor so long as the employee does not reveal any of the original employer’s confidential information, or clauses that agree to pay some or all of a former employee’s salary if he is unable to gain employment due to the noncompetition agreement.

If there are terms of the advertising agency’s noncompetition agreement with which you are uncomfortable, you might want to try to engage the agency in negotiations over the terms. However, the potential employer may see a request for negotiation as a hostile act and may, in response, withdraw the employment offer.


DISCLAIMER: Volunteer Lawyers for the Arts (VLA) has prepared this answer for informational purposes only. The information contained is general in nature, and may not apply to particular factual or legal circumstances. Case law and statutes are subject to change, and may not apply in all jurisdictions. In any event, the materials do not constitute legal advice or opinions and should not be relied upon as such. Transmission and/or receipt of the information is not intended to create an attorney-client relationship. Readers should not act upon any information contained in the ArtLaw column without seeking professional counsel.

We’d like to see what you’re writing
All you writers out there in Orange County?
We haven’t forgotten about you,
although we don’t often get a chance to put
a spotlight on the written art form.

So, Arts in Orange would like to
invite submissions of poetry, a very short story,
vignette, limerick or musing for consideration
in the spring issue of ArtSpace.
Let us hear from you!

Visit www.artsinorange.org for the full-color version of ArtSpace