



**Music City Youth in the Arts, Inc.
Employee, Staff and Volunteer Handbook**

version 03.01.19

Music City Youth in the Arts, Inc. Employee, Staff and Volunteer Handbook

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I. MISSION

Music City Youth in the Arts provides experiential education in music and visual performance arts to young people through an immersive program emphasizing camaraderie, fitness, and leadership development.

II. STATEMENT OF PRINCIPLES

Participation with a drum and bugle corps and other performance ensembles is known to make a dramatically positive difference in the lives of young people. In addition to applied musical and performance competencies, members gain character development; improved self-confidence and self esteem; learn the value of teamwork; learn the value of commitment to purpose; learn the value of personal responsibility, integrity, sacrifice and excellence; meet and work with people from diverse backgrounds; and make new, lifelong friends.

The short-term outcome of this educational effort is a predictable improvement in skills from all participants by the season's end. This can be measured both subjectively by the organization's instructors, and assessed objectively by judges at successive competitive performances throughout the season. The long-term outcome of the program for participants is the promotion of a lifelong love and appreciation of music and performance arts. The program as a whole also encourages the pursuit of higher education and allows participants to transfer skills acquired to become valued contributors, team members, and campus and civic leaders.

Music City Youth in the Arts, Inc. relies on dedicated and engaged volunteers to serve as members of its Board of Directors. Directors are responsible for overseeing the governance, policies, financial health, and operations of the nonprofit organization. The members of the Music City Youth in the Arts, Inc. Board of Directors, individually and collectively, are committed to providing the time and resources necessary to preserve the opportunities expressed in the organization's mission.

III. PURPOSE OF THIS DOCUMENT

This document represents the policies, procedures, and general operating guidelines for staff and volunteers of Music City Youth in the Arts, Inc. youth performing groups, as approved by organization's board of directors. For the purpose of the document, all administrative and operational guidelines and policies herein apply globally to all Music City Youth in the Arts, Inc. enterprises regardless of the identifying language used, which may include MCYA, Music City Drum Corps, MCDC, Music City Winds, or simply Music City. Items not specifically addressed in this document will be addressed at the discretion of the respective performing ensemble's Unit Director, in collaboration with the Executive Director or President of the Board of Directors.

I. Coverage & Applicability

Unless otherwise specified, the term "employee" refers to full and/or part-time compensated individuals working at the direction and under the supervision of Music City Youth in the Arts, Inc. "Staff" refers to individuals who are independent contractors serving in instructional and/or administrative support roles for one or more MCYA performing organization. Depending upon the terms of their respective contracts, staff may or may not be compensated for their service. "Intern" refers to an individual serving in a support role, generally uncompensated, as a means to obtain experiential education in one or more applied skill areas. For the purposes of this document, interns are considered staff members. "Volunteer" refers to individuals who provide a service to MCYA without compensation. Volunteer engagement may be as little as an hour on a single day to as much as weeks of work in residence. "Team" or "team member(s)" refers to employees, staff and volunteers who are providing services to the organization in a compensated or uncompensated capacity. The policies and procedures outlined in this document are intended to cover all employees, staff, and volunteers, including members of the MCYA Board of Directors. All employees, staff members and volunteers are "adult participants" and may be identified by that term in this document.

2. Non-Discrimination and Equal Employment Opportunity

Music City Youth in the Arts (MCYA) does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of employees or staff, selection of members, volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our employees, staff, members, volunteers, subcontractors, vendors, and clients.

MCYA is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

3. "At-Will" Relationship

Nothing in this document, and nothing in any written or oral policy or statement, shall be deemed to create procedural or property rights in, or expectations or continued employment with, any Music City Youth in the Arts, Inc. performing units. Employment at all staff and administrative levels of Music City is "at will," meaning such employment may be terminated by Music City Youth in the Arts, Inc. or the employee at any time, with or without notice, and for any reason.

4. Minimum Age

Employees, staff, interns and volunteers shall be at least 18 years of age.

5. Criminal Background Check Policy and Process

I. Affiliated Personnel

Music City Youth in the Arts, Inc. (MCYA) requires mandatory criminal background checks for all employees, independent contractors, instructional and administrative staff, interns, and board of directors' members involved with any of its performing ensembles or educational clinics, regardless of whether these are paid or unpaid positions.

1. MCYA uses the services of the independent vendor One Source to conduct background checks.
2. The results of all background checks will be treated as confidential information between MCYA and the person checked. Results will be reviewed and secured by MCYA's designated Compliance Officer. When deemed necessary, the Compliance Officer may consult with MCYA counsel or executive officer to review background check results.
3. The Compliance Officer shall have the right to reject, allow or limit an individual's participation with MCYA based upon the information obtained from the background check.
4. Any individual whose participation is rejected or limited may appeal that decision to the MCYA Board of Directors.
5. Individuals who work with MCYA on an annual basis shall be subject to a background check every two (2) years.
6. MCYA will securely maintain background check information on file for at least two (2) years.

II. Volunteers

Music City Youth in the Arts, Inc. relies upon volunteers to support its educational programs. To participate at certain levels of activity, MCYA requires volunteers to undergo mandatory criminal background checks.

1. Occasional volunteer activity in a highly public setting with little or no contact with youth participants does not require a criminal background check. MCYA must ensure these volunteers are never left with

- youth participants outside the presence of a designated MCYA representative.
2. Volunteer activity that involves unsupervised contact with youth participants, including roles such as medical providers, physical trainers or uniform fitters, direct contact for more than two consecutive 24-hour periods, and/or involves sleeping in the same general area as youth participants requires a criminal background check.
 3. MCYA uses the services of the independent vendor One Source to conduct background checks. Volunteers who are required to complete a background check are responsible for the cost of the screening. One Source charges approximately \$25 for a background check, as of 2018. Volunteers should contact the MCYA Volunteer Coordinator for the current cost and to initiate the background check process.
 4. The results of all background checks will be treated as confidential information between MCYA and the person checked. Results will be reviewed and secured by MCYA's designated Compliance Officer. When deemed necessary, the Compliance Officer may consult with MCYA counsel or executive officer to review background check results.
 5. The Compliance Officer shall have the right to reject, allow or limit an individual's participation with MCYA based upon the information obtained from the background check.
 6. Any individual whose participation is rejected or limited may appeal that decision to the MCYA Board of Directors.
 7. Individuals who volunteer with MCYA on an annual basis shall be subject to a background check every two (2) years.
 8. Volunteers who are required to obtain a background check pursuant to this policy must provide proof to the MCYA Volunteer Coordinator that they have submitted to the background check prior to the start of their volunteer time. Proof of payment to the vendor is sufficient.
 9. MCYA will securely maintain background check information on file for at least two years.

III. Adverse Action Criteria

Subject to extenuating or mitigating circumstances and a majority vote of the Board of Directors:

- Appearance on any sex offender registry will disqualify an applicant or volunteer.
- The suspension or revocation of a teaching license or certification as a result of misconduct with students will disqualify an applicant or volunteer.
- Conviction of/pleading no contest/pretrial diversion of any felony will disqualify an applicant or volunteer.
- Conviction of/pleading no contest/pretrial diversion of any misdemeanor that indicates a person may pose a threat to the integrity or safety of the youth activity environment will disqualify an applicant or volunteer.
- Conviction of/pleading no contest/pretrial diversion of DUI, Reckless Driving, or other related offenses will disqualify an applicant or volunteer from driving for MCYA.
- A pattern of criminal charges that cause concern the person may pose a threat to the integrity or safety of the youth activity environment will disqualify an applicant or volunteer.
- The Compliance Officer's determination that the person's behavior renders that person's participation in the activity to be inappropriate will disqualify an applicant or volunteer.

6. Employee Contract and Terms

The specific job responsibilities, rate and frequency of compensation, leave policies, benefits, performance review process and other terms of engagement for all MCYA compensated employees, whether full or part-time, are detailed in job description and employment agreement documents not included in this Handbook.

7. Independent Contractors

The detailed conditions of the relationship between independent contractors and MCYA, including specific tasks, compensation and term of agreement, are memorialized in MCYA Independent Contractor Agreements with each respective contractor and are not included in this Handbook.

8. Mileage Reimbursement

In some cases independent contractors will receive a mileage reimbursement for the expense of driving to rehearsal sites to provide instruction. The MCYA performing Unit Director and/or Caption Heads must approve in advance the contractors who will be authorized to receive reimbursement. The rate of reimbursement per mile will be established by MCYA and communicated in advance of travel to staff members. Reimbursed mileage is limited exclusively to point-to-point round-trip distance from origin location to rehearsal site, mapped via the most direct route. In the case where two or more contractors travel in a single vehicle, the reimbursement will be limited to a single designated contractor. Contractors who utilize personal vehicles for business purposes are required to have a valid driver's license and at least the minimum insurance coverage required by law. Primary insurance for contractors who use their personal vehicles for business purposes shall be through their own personal automobile insurance policy, and will be responsible for any damage to the vehicle, as well as for liability. The expenses related to gasoline consumed by personal vehicles are the responsibility of the contractor. The owner/driver of the vehicle is responsible for all parking fines and moving violation tickets.

IV. PERFORMER PROTECTION POLICIES

Music City Youth in the Arts, Inc. is committed to protecting all participants within its ensembles, including performers and staff, minors and adults alike. The organization will continue to take specific and concrete steps to promote performer safety. The Music City Performer Protection Policy is the backbone of this effort. We are committed to ensuring that all participants are able to enjoy the marching arts in healthy environments, free of abuse or misconduct.

1. Policy Summary

This Policy and the procedures herein mandate reporting of certain behaviors, defines misconduct, and sets standards that address abusive behavior. It is Music City's policy that all participants will promote a safe and healthy environment free from misconduct and abuse. Every adult participant and performer is responsible for knowing this policy and all other applicable rules. It is Music City Youth in the Arts, Inc. policy that all adult participants will be subject to a background check before given the opportunity to interact with minors from its ensembles. It is also Music City policy that all adult participants and performing members of the organization be required to complete annual safety training.

2. Reporting Child Abuse

Child abuse is a criminal activity defined by both state and federal law. Adults involved with Music City Youth in the Arts, Inc. must report child abuse as required by applicable state and federal law. Reports to Music City Youth in the Arts, Inc. should be made AFTER notifying the appropriate legal authorities.

It is Tennessee state law and Music City Youth in the Arts, Inc. policy that all child abuse is reported to the authorities within 24 hours or less. This includes the abuse of any minor, not just Music City performing members. Tennessee state law mandates that all adults over the age of 18 are Mandatory Reporters. These adults must report when they learn of facts that give reason to suspect that any child has suffered an incident of child abuse. Events that occur in multiple locations may require multiple reports, as required by the law in each location. Adults are responsible to know and follow the law.

3. Documenting Reports

When reporting abuse to the authorities, Music City recommends the reporter document the time, government agency, person receiving the call, and similar information, to confirm they have fulfilled his or her legal obligations. If you are unsure if facts require a report, seek guidance from your local Police Department or department of child services or child advocacy center. Music City recognizes these authorities are uniquely empowered and authorized to enforce and understand law. Music City is not a law enforcement agency, and is responsible for addressing misconduct, not criminal activity.

4. Reporting Misconduct

It is Music City policy that every adult participant authorized to interact with performers, at any Music City event or facility, must report misconduct whenever such member or adult learns of the misconduct. Anyone, including performing members may report misconduct to any Music City Youth in the Arts, Inc., board member or director. Reports may be made online through the Music City Safe Reporting portal. All reports will be held in the highest confidence and in keeping of the most professional practices of investigation.

Misconduct is divided into six categories:

1. Sexual
2. Physical
3. Emotional
4. Harassing
5. Bullying
6. Hazing

Nine specific policies limit opportunities for misconduct:

1. One-on-One
2. Electronic Communication and Social Media
3. Travel
4. Photography and Video
5. Locker Room and Changing Areas
6. Gifting
7. Massage/Icing/Taping
8. Alcohol/ Drugs/Tobacco
9. Access to Rehearsals and Training

The following four categories of Misconduct Related to the reporting and resolution process are also prohibited by these Policies:

1. Abuse of Process
2. Failure to Report
3. Intentionally Making a False Report, and/or
4. Retaliation.

Note: If any misconduct allegation contains an element of sexual conduct related to a minor, it must be reported to the appropriate authorities.

5. Sexual Misconduct

All sexual misconduct is strictly prohibited. Sexual misconduct is defined as sexual conduct without consent, sexual relationships involving a power imbalance, sexual conduct with a minor, and sexual harassment. It is expressly forbidden for any adult participant to engage in sexual misconduct with ANY performing member of Music City Youth in the Arts, Inc. It is against Tennessee State Law for any adult to engage in sexual misconduct with minors.

6. Physical Misconduct

Physical misconduct is defined as causing, or reasonably threatening to cause, physical harm to another person. Physical misconduct includes, but is not limited to, the following:

1. Contact to include punching, beating, biting, striking, choking or slapping another and intentionally hitting another with objects.
2. Non-contact physical misconduct includes confinement, forcing a performer to assume a painful stance or position for no athletic purpose, or denying hydration, nutrition, medical attention or sleep.
3. Allowing a performer to return to practice after a serious injury and before medical care has been rendered or cleared by a medical professional. Such injuries could include, but not limited to head injury, broken bone, passing out, etc.

Professionally accepted instructional methods of skill enhancement, physical conditioning, team building, appropriate discipline or improved participant performance should never include physical misconduct. Conditioning for the purpose of punishment is unacceptable and is not a professionally acceptable instructional method.

7. Emotional Misconduct

Emotional misconduct is defined as repeated and/or severe non-contact behavior. Acts that deny attention or support are defined as emotional neglect. This policy recognizes three forms of emotional misconduct: verbal, physical and acts that deny support. Verbal emotional misconduct includes repeated personal attacks, repeatedly and excessively yelling, or similar methods that serve no productive training or motivational purpose. This includes name calling, teasing, and using discriminatory language.

Emotional misconduct that is physical in nature includes throwing objects, or striking objects. It is expressly forbidden to throw objects at the performers or to throw objects meant to intimidate performers.

Acts that deny attention or support includes ignoring or isolating a person for extended periods of time.

Professionally accepted and age-appropriate instructional methods for skill and performance enhancement, physical conditioning, team building, or appropriate discipline should never involve an element of emotional abuse.

8. Bullying

Bullying is when an individual or group with more power repeatedly and intentionally causes hurt or harm to another person who feels helpless to respond. Bullying misconduct specifically involves performing members or staff members who encourage performing members to participate in the following acts:

1. Physical: hitting, pushing, spitting and throwing objects at another person.
2. Verbal: teasing, ridiculing, taunting, name-calling or intimidating or threatening to cause someone harm.
3. Social/cyberbullying: rumors, false statements, electronic communications, social media or other technology
4. Teasing, ridiculing or taunting based on gender or sexual orientation, teasing someone about their looks or behavior as it relates to sexual attractiveness.

While performers are often the perpetrators of bullying toward their teammates, it is a violation of this policy if a staff member or other responsible adult knows about, or reasonably should have known of bullying, but takes no action to intervene on behalf of the targeted person(s).

9. Hazing

Hazing is conduct that endangers, abuses, humiliates, degrades or intimidates the person as a condition of joining or being socially accepted by a group, team or organization. A person's consent to hazing activity cannot be used as a defense.

Hazing can consist of contact acts, non-contact acts, or sexualized acts. This includes, but is not limited to:

1. Contact Acts: Tying, taping or otherwise physically restraining another person; beating, paddling or other forms of physical assault.
2. Non-Contact Acts include: forcing the consumption of alcohol, illegal drugs or other substances; personal servitude; excessive training requirements; sleep deprivation; withholding of water and/or food; or restrictions on personal hygiene.
3. Sexualized Acts: Actual or simulated sexual conduct of any nature

10. Harassment

Harassment is repeated attempts to establish dominance, superiority or power over an individual or group. Harassment includes any act or conduct described as harassment under federal or state law. Whether conduct is harassing depends

on the totality of the circumstances, including the nature, frequency, intensity, location, context and duration of the behavior.

Harassment, which may be a form of Emotional, Physical or Sexual Misconduct, includes, but is not limited to:

1. Discriminatory Harassment: Harassment based on age, sex, race, color, ethnicity, culture, national origin, religion, sexual orientation, gender expression, gender identity, or mental or physical disability.
2. Stalking: Conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or to suffer substantial emotional distress. Stalking generally involves a course of conduct which includes two or more acts, involving persistent and frequent unwanted in-person contact, surveillance or unwanted telephone and/or other electronic contact.
3. Sexual Harassment: Sexual advances, requests for sexual favors, or other verbal or physical behaviors of a sexual nature

11. Misconduct Related to the Resolution Process

There are three forms of misconduct related to the reporting process. Music City Youth in the Arts, Inc. adopts the definitions of Abuse of Process as follows:

Abuse of Process – the direct or indirect interference with a report or the investigation process. Falsifying information, destroying or concealing evidence, discouraging participation or publicly disclosing a reporting party’s identity or identifying information are all examples of Abuse of Process.

Intentionally Making a False Report – A report that is intentionally false or made maliciously without regard for the truth.

Retaliation – any adverse action taken against a person participating in a finding of misconduct related to the resolution process is a serious violation of this policy and can result in suspension or termination from Music City activities.

12. Performer Interaction Policy

Music City Youth in the Arts, Inc. encourages violations of the Performer Interaction Policy to be reported directly to the Unit Director first. If the Unit Director does not address the concern or if the concern is related to the Unit Director, violations may be reported directly to the board of directors or the online portal through the website.

13. One-On-One Interactions

Prevent One-on-one Interactions

1. One-on-one contact is defined as one adult and one performing member.
2. One-on-one contact between performing members and an unrelated adult is permitted if they are observable and at a distance allowing interruption by another adult.

Allowable one-on-one conduct may include:

- Emergency circumstances, such as medical issues, accidents, or fire
- Office meetings with the door unlocked and open and must be observable and interruptible by another adult.
- If the subject matter is confidential and requires a medical or mental health care professional and the performer is a minor, the parent or guardian must first be notified.

14. Travel

Local Travel

Contact information for executive staff will be provided to parents/guardians of minors prior to travel. Specific travel itineraries shall be distributed to parents/guardians once available.

1. The One-on-One Policy applies at all times.

2. Adult participants shall not ride in a vehicle alone with minors. An exception may be made for emergency circumstances or with the written permission of the legal guardian.
3. When it is necessary for Music City Youth in the Arts, Inc. to arrange for local travel to and from airports, adults must drive with at least two performers or one other adult at all times. If the option of having another adult or performer in a vehicle is not possible, a guardian must provide written permission for the minor and adult to be alone in the vehicle together.

Practice Site and Hotel Stays

1. When minors share rooms with other minors, they must be of the same gender.
2. Adult performers shall not share rooms with minor performers.

15. Social Media and Electronic Communications

All communication shall be professional in nature and focused on Music City activities.

1. The One-on-One policy applies to all social media and electronic communication.
2. All electronic communication originating from adults to minor participants must be professional in nature.
 - Direct electronic communication from an adult to a minor member will include the minor's legal guardian or parent.
 - Electronic communication from a minor to an adult participant must include the minor's parent or legal guardian.
 - Electronic communications generating from any minor member that is not professional in nature, must be forwarded to the Unit Director for review.
 - Minors may not send Facebook friend requests to adult participants and adult participants may not send friend requests to minors.
 - Adult participants may not individually interact through private message or direct message with minor performers on any social media platform
 - Approved forms of performer communication will be set by the Executive Director and adhered to by all adult participants.

All electronic communication from adults to any performing member of Music City, must be professional and transparent. Any private or public direct communication between adults and minors involving the following is prohibited and must be reported:

- a. drug or alcohol use.
- b. sexual content.
- c. explicit content.

Legal Guardians have the right to request that information about their child not be distributed in any form of electronic communications. All such requests must be honored.

16. Photography/Videography

1. Photographs or videos of performers may only be taken (a) in public view; (b) if they observe generally accepted standards of decency; and (c) are both appropriate for and in the best interest of the performer and organization.
2. A performer (or a parent/legal guardian of a minor performer), may request that his or her photograph be removed from display, posting or publication.
3. A performer (or parent/legal guardian of a minor performer), may request that his/her picture not be taken.
4. Adult participant of Music City Youth in the Arts, Inc. may not set up their own social media pages to share photographs. All photos posted through social media shall be posted by approved media staff and on formal Music City platforms.
5. Adult participants may not share individual photos through their personal social media channels of minors.

17. Locker Rooms/Changing Areas

1. Use of any device's (including a cellphone's) recording capabilities, including voice recording, still cameras, and video cameras in locker rooms, rest rooms, changing areas, or similar spaces is prohibited.
2. Under no circumstances shall adult participants be undressed (disrobed or partial or full nudity where private body parts are exposed) in front of minors.
3. Adult participants will take every precaution possible to not be in a state of undress at any time in front of any performing member. Reasonable steps shall be taken to not shower or undress in locker rooms during the hours designated for performers.
4. The One-on-One Policy applies to all locker rooms, rest rooms and changing areas except under emergency circumstances.

18. Gifting

To prevent grooming of performers, or an imbalance of power between the performing members and adult participants, the following will be adhered to by all adults of Music City Youth in the Arts, Inc.:

1. No personal gifts are permitted.
2. The Director and Caption Heads may set guidelines for a reward system that equally applies to all performers. The award system, which may include a gift or privilege, must serve a legitimate motivational, inspirational, or educational purpose and applied equally across an entire section.

19. Massage/Icing/Taping

Adult participants of Music City Youth in the Arts are expressly forbidden from conducting rubdowns or massages on any performer. Such activities may only be provided by a licensed massage therapist, personal trainer, or medical professional specifically appointed by Music City Youth in the Arts to perform such acts.

1. Any rubdown or massage performed by a licensed professional must be conducted in an open and interruptible location.
2. Any massage of a minor athlete must be done with at least one other adult present and must never be done with only the minor athlete and licensed professional in the room.
3. Adult participants shall not rubdown or massage an athlete under any circumstances.
4. Icing and taping by any unrelated adult must be conducted in an open and interruptible location and in the presence of a third party (discretionary).
5. Icing and taping near the intimate areas of the body (buttock, breast, or genital area for example) is only permitted by a licensed medical professional and must be conducted in an open and interruptible location and in the presence of a third-party adult.
6. Parents or guardians of minors must be permitted to observe any massaging, taping or similar treatment

20. Alcohol/Drug/Tobacco Use

A person shall not be under the influence of illicit drugs, prescription drugs with impairing-side effects, or alcohol while engaging in Music City activities including instruction, competition, and travel.

1. Performers under the age of 21 may not consume alcoholic beverages.
2. No performer or staff member may participate in rehearsal or shows while intoxicated. The Unit Director has authority to remove anyone visibly intoxicated from Music City activities.
3. No person shall offer or provide non-prescribed medication, illegal drugs and/or alcohol to any performer.
4. Performers may not smoke in accordance to applicable state laws and while on properties leased or in use by Music City such as schools, buses, and hotels.

21. Access to Rehearsals and Training

Parents and guardians must have access to any and all practice sites. Access may be granted by either creating a sit-

ting area for the parents with view of the practice area or specific times parents may be on property for practice. All members, participants and parents have an obligation to respect the Staff-Performer relationship, and persons viewing should not interrupt rehearsals, absent a belief that misconduct is occurring. Persons viewing should not interrupt rehearsals by creating any disturbance that may undermine the safety of the performers.

V. CODE OF CONDUCT

1. Professional Behavior

Adult participants agree to:

- Act in a way that represents the best interests of Music City and its members.
- Act in accordance with our contractual responsibilities to our corporate partners.
- Establish and maintain a positive learning environment.
- Be sensitive to the local community and to our housing hosts at all times, including rehearsals, warm-ups and performances. Noise concerns are the primary reason it is difficult to find rehearsal and camp facilities:
 - Amplified metronomes are the primary complaint of communities that host a corps. Don't use them too early, too late, too long or too loudly.
 - Whenever possible, point directional instruments away from homes and businesses.
 - Keep percussion sections as far from homes and businesses as possible.
 - Respect the private property of our host communities.
 - Most neighborhoods don't follow the time schedule of a drum corps. Reduce the late night and early morning sound levels.
- Behave in a professional manner. Unprofessional behavior includes:
 - Misconduct with a member
 - Insulting or offensive language
 - Participating in or encouraging hazing or other demeaning behavior
 - Disorderly or violent behavior
 - Inability to perform assigned tasks due to alcohol or drug use
 - Substance abuse
 - Violation of housing policies regarding alcohol and tobacco use
 - Wearing revealing or inappropriate attire in view of the public

2. Laws, Regulations and Criminal Violations

Team members shall adhere to all federal, state, and local laws governing areas where MCYA operates. The arrest of any adult participant for any criminal offense — whether while with Music City or not — is to be reported immediately to the Unit Director. An arrest may be grounds for immediate termination of your relationship with Music City at the sole and absolute discretion of the Executive Director and Board of Directors.

3. Staff Conflicts: Issue Escalation and Reporting

Passionate instructors will have disagreements. These disagreements should never be apparent to the members. Instructors are expected to resolve conflicts through discussion and compromise. Staff should never involve members in any staff conflict.

For day-to-day conflict resolution, discuss issues with your caption head or department manager first. If it cannot be addressed, inform the Program Director (creative staff) or Tour Manager (management and touring). If it cannot be addressed at those levels, it will be escalated to the Unit Director. The Unit Director has the discretion to involve the Executive Director or President of the Board of Directors if necessary.

If there are issues regarding logistics or members' well being while on the road inform the Unit Director and/or his/her designee. If you observe a member violating policies and procedures, notify the Unit Director or his/her designees, except if those issues involve member safety, legal issues, or individuals not acting in the best interest of the organization.

In those cases, please intercede then notify the Unit Director.

4. Tobacco Use

The use of smoking products, chewing tobacco, and e-cigarettes is strongly discouraged. Smoking by minors is prohibited. Smoking (in any form, including e-cigarettes) is not allowed on any school property, housing or show facility. It is also not allowed on any Music City vehicle. If you must smoke you must leave the property; generally this means being on the other side of the street from the facility. Smoking cessation materials such as nicotine patches, gum or lozenges are permitted.

5. Alcohol Use

The possession, use, consumption, distribution and/or display of alcohol is absolutely prohibited in and around corps vehicles, rehearsal fields, school grounds, housing sites, show venues and camp locations. Adult participants may consume alcohol when away from the corps, such as at a restaurant during free time. Adult participants shall not appear intoxicated or under the influence in public, around the corps, or in the presence of the members.

Drivers shall refrain from drinking any alcohol before or when transporting the ensemble and its equipment. Federal Department of Transportation regulations consider drivers intoxicated at .01 percent blood alcohol. No driver will be allowed to drive if corps management believes the driver would be a hazard to membership, volunteers, equipment or him/herself.

Adult participants shall not provide members with alcohol and controlled substances, regardless of the age of the members. Violation of these policies may lead to punishment up to and including dismissal from the organization and/or interaction with law enforcement if applicable.

6. Drugs & Other Controlled Substances

Anyone found using, selling, sharing or holding illegal or controlled substances or engaging in the inappropriate use of prescription medications will face swift and serious disciplinary action, up to and including dismissal from the organization and/or interaction with law enforcement as applicable. This includes while traveling, performing, rehearsing, or being housed in states where local laws may permit use of controlled substances.

7. Contraband

The possession of contraband by adult participants is prohibited. As used here, contraband includes any item or material that poses a risk of harm to any individual. Contraband includes, but is not limited to, weapons, flammable or explosive substances, firearms or ammunition, fireworks, controlled substances, toxic substances and/or related paraphernalia. Contraband will be immediately seized and appropriate disciplinary action will be taken at the sole discretion of the Unit Director.

8. Rehearsal Attendance

Rehearsal schedules are set collaboratively by the Program Coordinator and Caption Heads working within the parameters established by the Unit Director and Tour Manager. Caption Heads are responsible for ensuring that adequate numbers of staff are in attendance at each sectional, rehearsal and performance.

9. Disruptive and Disorderly Conduct

Intentionally or recklessly infringing upon the rights, privacy, or privileges of another person or group of people including Music City members, staff members or volunteers is prohibited. Conduct that disturbs the peace, including competitive events, trainings, practices, and all instructional and service-oriented programs that support the performance mission of Music City, is prohibited. Such conduct includes, but is not limited to, excessive noise, drunkenness, or public nuisance.

10. Harm, Threats of Harm, and Dangerous Behavior

The following behavior is prohibited:

- a. Conduct that threatens, endangers or causes physical, mental or emotional damage to another person.
- b. Engaging, or threatening to engage in, behavior that poses an immediate danger to the life, health, welfare, safety, or property of any Music City member, staff member or volunteer.
- c. Engaging in behavior that harms or interferes with the normal operations of Music City.

11. Respect for Property

Destruction, damage, littering, or vandalism of any property, including the use of Music City facilities and hosted or rented facilities for the benefit of participants is prohibited. This includes the use of phone lines, networks, or other properties as a base for illegal or immoral activities or business. The attempted or real theft, embezzlement, misappropriation, possession or vandalism of any property by any member, staff member or volunteer is prohibited. Unauthorized entry, access to, presence in, or use of a facility or grounds without oral or written permission by an authorized official is prohibited.

VI. DISCIPLINE POLICY

1. Grounds for Disciplinary Action

MCYA reserves the right to discipline and/or terminate any adult participant who violates MCYA policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is meant merely as an example of the types of conduct that MCYA does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on premises utilized by MCYA, or while engaged in MCYA business;
- Unauthorized use of MCYA property, equipment, devices or assets;
- Damage, destruction or theft of MCYA property, equipment, devices or assets;
- Removing MCYA property without prior authorization or disseminating MCYA information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary MCYA information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;
- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with MCYA policies, procedures, standards or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. MCYA reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

2. Disciplinary Procedures

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal or some other disciplinary action, in no particular order. The course of action will be determined by MCYA at its sole discretion, as it deems appropriate.

3. Termination

Employment with MCYA is on an at-will basis and may be terminated voluntarily or involuntarily at any time.

Upon termination, an employee or staff member is required:

- to continue to work until the last scheduled day of employment;
- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- to return all files, documents, equipment, keys, access cards, software or other property belonging to MCYA that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor;
- to participate in an exit interview as requested by the Unit Director.

VII. NON-DISCLOSURE AGREEMENT & CONFLICT OF INTEREST STATEMENT

1. Non-Disclosure Agreement

Employees & contractors must not misuse confidential information, including internal and client information and communications. It is a condition of employment that employees and contractors agree to abide by these terms.

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. MCYA is bound by law or contract to protect some types of confidential information, and in other instances MCYA requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary, and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding MCYA's internal business plans, tools, products, and strategy methods

2. Conflicts of Interest

MCYA understands that its staff and employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff member or employee and MCYA. A conflict of interest is a situation, arrangement, or circumstance where the staff member or employee's outside or private interests or relationships interfere or appear to interfere with those of MCYA or cast doubt on the fairness or integrity of MCYA's business dealings. Every staff member or employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of a staff member or employee's duties and external activities. This policy does not seek to unreasonably limit external activities, but emphasizes the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that MCYA's interests are not compromised.

As a basic condition of employment, all MCYA staff members or employees have a duty to act in MCYA's best interest in connection with matters arising from or related to their employment and other MCYA activities. In essence, this duty means that staff members or employees must not engage in external activities that interfere with their obligations to MCYA. They may not damage MCYA's reputation, compete with MCYA's interests, or compromise the independence of MCYA's research and business activities, or be seen as doing so. Staff members or employees likewise must not profit or otherwise gain advantage from any external activity at MCYA's expense or engage in external activities under circumstances that appear to be at the MCYA's expense.

Staff members or employees must disclose and avoid actual and perceived conflicts of interest or commitment between their MCYA responsibilities and their external activities. Depending on the circumstances, staff member or employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

VIII. WHISTLEBLOWER POLICY

A. Application. This Whistleblower Protection Policy applies to all of MCYA's staff, whether full-time, part-time, or temporary employees, to all volunteers, to all who provide contract services, and to all officers and directors, each of whom shall be entitled to protection.

B. Reporting Credible Information. A protected person shall be encouraged to report information relating to illegal practices or violations of policies of MCYA (a "Violation") that such person in good faith has reasonable cause to believe is credible. Information shall be reported to the Vice President of the Board of Directors (the "Compliance Officer"), unless the report relates to the Compliance Officer, in which case the report shall be made to the Secretary who shall be responsible to provide an alternative procedure.

Anyone reporting a Violation must act in good faith, and have reasonable grounds for believing that the information shared in the report indicates that a Violation has occurred.

C. Investigating Information. The Compliance Officer shall promptly investigate each such report and prepare a written report to the Board of Directors. In connection with such investigation all persons entitled to protection shall provide the Compliance Officer with credible information. All actions of the Compliance Officer in receiving and investigating the report and additional information shall endeavor to protect the confidentiality of all persons entitled to protection.

D. Confidentiality. MCYA encourages anyone reporting a Violation to identify himself or herself when making a report in order to facilitate the investigation of the Violation. However, reports may be submitted anonymously by filling out a "Whistleblower Reporting Form" online at the MCYA website. Reports of Violations or suspected Violations will be kept confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or in order to enable MCYA or law enforcement to conduct an adequate investigation.

E. Protection from Retaliation. No person entitled to protection shall be subjected to retaliation, intimidation, harassment, or other adverse action for reporting information in accordance with this Policy. Any person entitled to protection who believes that he or she is the subject of any form of retaliation for such participation should immediately report the same as a violation of and in accordance with this Policy.

Any individual within MCYA who retaliates against another individual who has reported a Violation in good faith or who, in good faith, has cooperated in the investigation of a Violation is subject to discipline, including termination of employment or volunteer status.

F. Dissemination and Implementation of Policy. This Policy shall be disseminated in writing to all affected constituencies. MCYA shall adopt procedures for implementation of this Policy, which may include:

- (1) documenting reported Violations;
- (2) working with legal counsel to decide whether the reported Violation requires review by the Compliance Officer or should be directed to another person or department;
- (3) keeping the board of directors informed of the progress of the investigation;
- (4) interviewing employees, volunteers, officers, directors;
- (5) requesting and reviewing relevant documents, and/or requesting that an auditor or counsel investigate the complaint; and
- (6) preparing a written record of the reported violation and its disposition, to be retained for a specified period of time.

The procedures for implementation of this Policy shall include a process for communicating with a complainant about the status of the complaint, to the extent that the complainant's identity is disclosed, and to the extent consistent with any privacy or confidentiality limitations.

IX. WORKPLACE SAFETY & SECURITY

MCYA takes every reasonable precaution to ensure that employees and staff members have a safe working environment. Safety measures and rules are in place for the protection of all employees and staff. Ultimately, it is the responsibility of each employee and staff member to help prevent accidents. Employees and staff members should maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees and staff members who observe an unsafe practice or condition should report it to a supervisor immediately. Employees and staff members are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employ of MCYA. Any questions regarding safety and safe practices should be directed to a MCYA Unit Director.

In the event of an accident, employees and staff members must notify a supervisor immediately. Report every injury, regardless of how minor, to a supervisor immediately.

Employees and staff members should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

Employees and staff members must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal belongings and company property. Visitors should be escorted at all times. Report any suspicious activity to a supervisor immediately.

X. DIGITAL COMMUNICATIONS & SOCIAL MEDIA

Social media is a powerful communication tool that has a significant impact on organizational and professional reputations. Because it blurs the lines between personal voice and institutional voice, Music City has crafted the following policy to help clarify how best to enhance and protect personal and professional reputations when participating in social media.

Social media is defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include, but are not limited to, Facebook, Instagram, Twitter, Snapchat, YouTube, and LinkedIn.

Both in professional and institutional roles, staff members need to follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with students, parents, and other Music City constituents apply online as in the real world. Staff members are liable for anything they post to social media sites.

Policies for all Social Media Sites, Including Personal Sites

1. Protect confidential and proprietary information: Do not post confidential or proprietary information about Music City, students, staff, or alumni. Adult participants who share confidential information do so at the risk of disciplinary action or termination.
2. Age inappropriate content: Due to participation by members under the age of 18 on personal social networking sites, any sexual or otherwise age inappropriate content is grounds for termination. Adult participants are responsible to monitor sites under their control for inappropriate content posted by others.
3. Respect copyright and fair use: When posting, be mindful of the copyright and intellectual property rights of Music City and others.
4. Don't use Music City logos for endorsements: Do not use any Music City logo or name on personal social media sites to promote a product, cause, or political party or candidate.

Institutional Social Media

If you post on behalf of Music City, the following policies must be followed:

1. Notify the Unit Director and Communications Director: Captions that have a social media page or would like to start one should contact the Unit Director for coordination with all other Music City media. All institutional pages must have an authorized Music City staff member identified as being responsible for content.
2. Acknowledge who you are: If you are representing Music City when posting on a social media platform, acknowledge this.
3. Link back to the organization: Whenever possible, posts should be brief, redirecting a visitor to content that resides within the Music City organization.
4. Protect the institutional voice: Posts on social media sites should protect Music City by remaining professional in tone and in good taste.

Adult participants alleged to have violated the policies above might be referred to the Unit Director or the Board President, depending on the nature of the violation. Any staff member found to be in violation of the policies may face disciplinary action, up to and including contract termination.

XI. MEDIA RELEASE

MCYA routinely records audio, video and photographic images of almost all facets of its performing organizations, including during rehearsals, camps and performances. These recordings include the voices, performances and likenesses of adult participants. Recordings are used to benefit MCYA primarily for promotional and recruiting purposes, but also from time-to-time to fulfill contractual obligations MCYA may have with various equipment and instrument suppliers. MCYA will not sell or otherwise profit from these audio and video recordings or images. MCYA must, however, secure the comprehensive rights to use these recordings for the purposes outlined above, so each adult participant will be required to sign the MCYA Release For the Use of Audio & Video Recordings and Photographic & Electronically Created Images.

XII. DRUM CORPS INTERNATIONAL POLICIES

I. DCI Code of Conduct

Drum Corps International is the world leader in producing and sanctioning competitive stadium events for the world's most elite and exclusive marching music ensembles. As "Marching Music's Major League", we share a responsibility to serve as ambassadors for our activity and to uphold the standards of excellence which are expected of us by all of those with whom we interact. Adherence to the DCI Community Code of Conduct and Ethics Guidelines along with the supplemental Codes of Conduct listed below will help to create a fair & equal performance stage upon which all DCI Participating Organizations can continue to grow & excel. DCI and its Tour Event Partners have made arrangements on the Participating Organization's behalf to utilize facilities in connection with their preparation and participation at events. As a condition of participation, the DCI Participating Organization's staff, volunteers and performers are "ambassadors of DCI" when participating in DCI Tour Events and therefore agree to the following event related codes of conduct:

1. Housing Site:

- Abide by local/state/federal rules and regulations including the prohibition of alcohol, tobacco and drug use on the grounds of any facility contracted by DCI or the DCI Tour Event Partner. This includes the discarding of empty containers, ashtrays, etc., on facility property which could be construed as having violated the law.
- Abide by the wishes of the facility administration including respecting those areas which are marked "off limits", either expressed or by basic common sense. Cooperate with facility officials with regards to scheduling around previously scheduled events in the facility.
- Use sensitivity and common sense in dress codes while at schools, especially if summer sessions are occurring. Shirts and shoes that would be deemed appropriate in a school setting should be worn and clothing changes should occur in an appropriate place.
- Be sensitive to public audiences, including utilizing language that is appropriate for professional and student populations.
- Leave the facility better than found. The handling and disposing of waste products, especially garbage and sewage from food preparation, should be in accordance with health codes and facility administration standards.

2. Event Site:

- Housing Site and Field Care Codes of Conduct as expressed above.
- Parking lot sensitivity, including trash clean-up, members dressing out of direct view of public, and health code regulations if utilizing food service.
- Instructional and support staff are to wear their DCI security credentials/badges, displayed around the neck where name of Participating Organization can be easily seen, at all times while in attendance at any DCI event. Please allow extra time when approaching a gate in order that the event staff can check your badge. Staff should never assume that volunteer or employed stadium event teams know your staff's affiliation and/or that any staff should be in back-stage areas. (Policy 418.4)
- Staff and support are to assist Tour Event Partners in the protection of the gate by asking family and friends not directly working with the corps to utilize public ticketed entrance gates. At no time should a non-credentialed person expect to enter or exit to back staging or sensitive areas of the venue, which varies in each stadium. Please check with the DCI Contest Coordinator for specifics. (Policy 418.4)
- Staff and support should be aware of the paying audiences' enjoyment of the Participating Organization's performance. Those using DCI security badges for entrance are asked to sit outside of the reserved seating area, and if choosing to sit in a staff viewing area during their Participating Organization's performance should seats be available, to be sensitive to voice levels and movement once the Participating Organization's performance begins. (Policy 418.4).
- Staff/member demeanor and language should be professional and non-aggressive in critique and audience situations, and when interacting with event staff.
- After a Participating Organization performs, member seating is to be in non-reserved and/or non-sold sections of the venue. Seating in aisles or "squeezing in" to reserved areas not only is an infraction to fire codes, but also diminishes the paying audience's experience. (Policy 418.4)
- Dress should be clean and in keeping with the image of the activity.

3. Field Care:

- Fields at rehearsal facility should be agreed upon with contact and/or facility administrator before utilizing. Participating Organizations are prohibited to use any field without permission.
- All facilities officials, especially turf managers, are SUPER-SENSITIVE regarding use of their artificial or natural turf field. SPECIAL CARE must be taken at ALL times.
- Be aware that DCI is leasing housing and event venues. Despite detailed explanation of DCI's use of the field prior to the stay or event, at any point, the manager of the facility may decide to prohibit equipment, carts, props, etc. from going onto the field.
- Please consult the DCI Contest Director in advance of the season or use for any construction concerns regarding scenery (props) utilized on the field.
- Non-permanent paint or other substance that will not kill or burn the grass should be used when marking the field. NO logos or anything other than yard lines shall be painted.(Policy 418)
- Reminder that substances such as liquids (including water), any powder like substance, or anything that would leave debris behind are forbidden. (also reference 4.7.2 in the DCI Rules Manual)
- Care should be taken when moving front ensemble equipment and props on and off the field so as not to cause damage to the field. A minimum of 8" wheels should be utilized on any carts or props pulled onto the field. (Policy 418) Extremely special care should be taken with any type of equipment on the "playing" surface.
- Motorized vehicles must be in top condition and MUST HAVE A DIAPER IF GAS POWERED. Some facilities may not permit a vehicle that you have used all season based on the type of tires utilized.
- Tarps or covers and props or scenery of any kind that will hinder the oxygen flow to the grass surface or create high levels of heat that can "burn" the surface are not allowed. (Rule 4.7.4 and Policy 418)
- If utilizing scenery (props) that does not require wheels and can be carried, all parts touching the field surface MUST be rounded. Look for anything that could potentially snag or dig into the ground and eliminate it.
- If a field damage should occur, it is the Participating Organization's responsibility to make arrangements for reconciliation prior to leaving the facility.
- DCI strongly recommends that Participating Organization's follow all safety requirements and regulations for all props and equipment, and plan/train/utilize all props and equipment with the utmost of forethought for performer (and others) safety while loading, assembling and performing. The DCI Contest Coordinator has the authority to prohibit the use of any prop or equipment that (s)he believes presents an unreasonable or unacceptable risk of injury or harm to performers, others, and/or property.

2. DCI Staff Badges for Contest Entry

Badges must be worn to get into corps shows. Music City is allotted a certain number of badges to be distributed to staff and volunteers. The badges are the property of Music City and must be returned to the Unit Director, Tour Director, department head or caption head before leaving the corps. To be eligible for a DCI staff badge you must be a current member of the instructional team or a "scheduled" volunteer for the current season.

There are a limited number of badges available. Personnel other than instructional staff or scheduled volunteers, including friends, family and significant others must be prepared to purchase full-priced tickets through DCI. Staff badges are not valid for contest entry during the week of the DCI Championships. Instead, a limited number of wristbands in conjunction with badges will be available to current members of the instructional team and scheduled volunteers for the Championship week. Badges and/or wristbands do not necessarily entitle holder to a seat inside the stadium.

3. Recording and Photography

Due to music licensing and copyright laws, along with agreements with Drum Corps International, MCYA Board of Directors have issued the following statement regarding taping or recording Music City Drum and Bugle Corps: "NO staff member, volunteer or marching member of Music City may make or give permission for any type of recording to be made or broadcast".

No person is allowed to post, sell or distribute still, digital or video photographs of Music City in uniform or behind the scenes to any public Internet site, publication or individual without the express written permission of MCYA.

4. Media Relations Policy (Policy 125)

Rationale

Effective communications with the media are critical to DCI's ability to carry out its mission and promote continued support for DCI and all participants. Effective media relations best serve DCI by:

- Informing all stakeholders about programs;
- Promoting DCI's and participating organizations' achievements, activities, and events;
- Expanding the DCI brand and general visibility; and
- Ensuring that all audiences receive accurate information regarding incidents and issues of a controversial and/or sensitive nature.

1.0 Policy

The executive director of Drum Corps International serves as the official organization spokesperson on matters pertaining to DCI, its operations, and participating organizations only when appropriate and relevant to the entire activity. The official spokesperson conveys official information on issues of general impact or significance as well as situations that are of a particularly controversial or sensitive nature. Inquiries from the media about such issues are to be referred to the executive director and/or the official communications designee.

Depending on the specific circumstances, the executive director of DCI may also assign communications duties to an alternate spokesperson on a specific issue.

No participating organization may speak in a derogatory manner about another participating organization or about DCI. Any questions regarding another organization should be referred to the affected organization, and those regarding DCI are to be sent to the executive director of DCI and/or the official communications designee.

In the event of a crisis or emergency affecting the DCI organization and membership as a whole, the executive director of DCI and the DCI communications team will handle all contacts with the media and will coordinate the information flow from DCI to the public. In such situations, all participating organizations are to refer calls from the media to DCI.

2.0 Guidelines for Participating Organizations on Media Interaction Policies

To protect all performers, staff members, and volunteers, all participating organizations within the DCI community should have their own media relations' policy in place with consideration for the following elements.

- Designate a spokesperson for the organization.
- If staff members are speaking with the media, make sure the organization spokesperson is also present to ensure accuracy of all disseminated information.
- Require a staff member of the same organization to be present with the organization spokesperson to be present during all media interaction with performers and volunteers.
- Make sure that all participants know to take reporters to the organization spokesperson immediately if approached separately or in an unsupervised situation.
- Review media interaction requirements with all participants at the beginning of the year and throughout the competition season, as needed.

3.0 General Procedures for Interacting with the Media

Participating organizations are free to respond to requests from the media regarding their own programs, policies and procedures, activities, events, and other topics related to that individual organization. In such cases, when appropriate and relevant, the appropriate DCI official should receive notification as soon as possible to inform him/her of the contact. Such notification can be particularly important if DCI or other participating organizations may need to make follow-up inquiries to ensure a coordinated, consistent response. If the inquiry involves issues with DCI that are significant and/or are of a controversial or sensitive nature, the participating organization is to refer the media representative to the executive director of DCI.

The DCI marketing and communications team members promote DCI and participating organizations through multiple media channels regarding accomplishments, events, programs, and activities. All information on the DCI organization intended for external audiences should route through the DCI communications team.

Since positive media solicitation is an integral element of DCI's branding program, any story ideas for articles or pieces that would positively portray the organization, its programs and activities, or its member organizations should route to the executive director and/or the communications team. In a comparable manner, participating organizations are to notify DCI about negative occurrences that are likely to rise to the level of media interest.

Guidelines for communicating with the media when the issue is non-controversial and limited to the participating organization:

- Obtain the name of the person calling, the media organization and, if available, the anticipated release time of information in print, broadcast, and/or online publication. Ask for a copy of the stories from the reporter and send information to the DCI communications team for expanded use and for coverage records.
- Do not answer or respond to questions regarding 1) legal issues, 2) personnel issues, 3) questions that involve DCI's or any participating organization's integrity such as ethics or issues that may result in harm to others, or 4) a crisis or emergency. Refer all such inquiries to the organization's leadership and to the executive director of DCI.
- The most effective approach with the media is to be prompt, helpful, and honest. All initial inquiries from the media should be answered as soon as possible and the reporters' deadlines considered in scheduling interviews.
- Interview subjects should always make sure they understand each question from the media before answering. If answering would be inappropriate or if the interview subject is uncomfortable providing a response, the organization representative should take the reporter's number and advise him/her that someone who can provide the information will contact him/her as soon as possible. Then follow-up by contacting the DCI communications team or the executive director of DCI.
- Keep the interaction positive. Do not offer speculations or gossip or answer a reporter's question with "no comment." Make sure the reporter understands the responses and ask if there is anything needed. Provide a contact name, phone number and/or e-mail address for follow-up questions.
- Remember that in responding to the media, the interview subject can be viewed as representing and speaking for the entire participating organization or even for the DCI community. Individual opinions should be clearly and carefully identified as such.
- Any media inquiries involving information about specific people are to be directed to the participating organization leadership and spokesperson, the DCI communications team, or the executive director of DCI. Such inquiries will be handled in strict compliance with applicable privacy laws.
- Request assistance from the executive director of DCI or the communications team, if needed.

XIII. ADDENDUM: EMPLOYMENT, CONTRACTOR & VOLUNTEER FORMS

Included in the back of this Handbook are current versions of forms used by MCYA to formalize and record its working relationship with employees, staff members and volunteers. Additional mandatory forms related to adult participants' obligations to safeguard members are included in the MCYA Health, Wellness and Safety Policies Guide for Staff, Volunteers and Board Members. Forms utilized in connection with this Handbook include:

1. MCYA Confidential Staff Information Form
2. MCYA Safe Interactions Agreement
3. MCYA Pre-Employment Policies and Release Form
4. MCYA Independent Contractor Agreement
5. MCYA Independent Contractor Agreement Addendum: Mileage Reimbursement
6. MCYA Independent Contractor Release and Waiver of Liability Form
7. MCYA Release for the Use of Audio & Video Recordings and Photographic & Electronically Created Images
8. MCYA Volunteer Background Check Release
9. MCYA Acknowledgement & Agreement Employee, Staff & Volunteer Handbook

XIV. ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE, STAFF & VOLUNTEER HANDBOOK

Each Music City Youth in the Arts, Inc. adult participant must acknowledge he or she has read and considered the terms and conditions of the Music City Youth in the Arts, Inc. Employee, Staff and Volunteer Handbook, consulted about it with the advisors of his or her choice or elected not to do so, and had any and all questions about the Handbook answered to his or her satisfaction. Each MCYA adult participant will affirm he or she understands the obligations contained in the Handbook, and agree to the responsibilities expected of employees, staff members and volunteers of Music City Youth in the Arts, Inc. A completed submission of the Acknowledgement of Receipt form is a condition of employment and/or participation for all MCYA employees, staff members, contractors and volunteers.



**MUSIC CITY YOUTH IN THE ARTS, INC.
CONFIDENTIAL STAFF INFORMATION FORM**

Date: _____ Birthdate: _____ Social Security Number: _____

Last Name: _____ First Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

Person to Notify in Case of Emergency: _____

Address: _____

Home Phone: _____ Cell Phone: _____ Work: _____

Relationship: _____

For payments to be made by direct deposit:

Name of Bank: _____ Checking Account Savings Account

Bank Routing Number: _____ Account Number: _____

Medical Insurance:

Name of Company: _____

Address: _____

Phone Number: _____

Subscriber's Name: _____ Subscriber's Date of Birth: _____

Social Security Number (if different from above): _____

Policy Number: _____ Group Number: _____

Employer of Subscriber: _____

Address of Employer: _____

City: _____ State: _____ Zip: _____

Phone: _____



MUSIC CITY YOUTH IN THE ARTS, INC. SAFE INTERACTIONS AGREEMENT

I, _____, agree that to create a sustainable and award-winning performance organization sponsored by Music City Youth in the Arts, Inc., it is incumbent upon all staff members to maintain professional boundaries and a professional working environment with all stakeholders of the program. This includes staff, parents, students, and other professionals in the activity such as contest administration and judges. With that, I agree to the following:

- To refrain from privately communicating with members through text messaging and to use program approved group texting applications when necessary.
- To refrain from “friending” minor members through social media channels and to not accept new friend requests from minor members. Existing social media connections with minor members shall be discontinued.
- To refrain from privately communicating via social media channels such as Facebook Instant Messenger, SnapChat, or Twitter Direct Messenger with all performing members. If I need to communicate directly with a member who is a minor via electronic communications, another participating adult (staff or volunteer) or the minor’s legal guardian will be copied. If the minor member communicates privately with me first, I will respond to the minor member with a copy to another participating adult or the minor’s legal guardian.
- To only use the approved program social media sites to communicate programmatic information. All electronic communication originating from staff members must be professional in nature.
- To refrain from participating in 1:1 activities with performing members without another adult present or unless it is in an interruptible and observable environment such as in open air locations as the gym, football field, or other common area.
- To refrain from participating in uniform fittings without another adult or parent present and within an observable distance of said adult at all times.
- To refrain from interacting with the performing members in bathrooms, locker rooms, and showers.
- To refrain from the use of recording devices of any kind in locker rooms, restrooms, changing areas, or other areas where a state of undress is possible.
- To refrain from gift-giving or special privileges by any staff member or volunteer to any performing member. Gifts may be given by permission of the unit director if applied equally to all members. (Example of this would be end-of-season tokens or reward for a good rehearsal to an entire section.)
- To refrain from sitting with performing members on buses and in private vehicles.
- To respect the physical boundaries set by performing members during rehearsal settings that include physical touching to correct form if requested by the performing member.
- To refrain from any rubdown or massage unless the staff member is a licensed massage therapist and hired by the organization to perform such an act. All massages by professional staff must be done in an interruptible and observable environment.
- To refrain from medical icing or taping near intimate areas of the body such as buttock, breast, or upper thigh, unless it is done by a licensed medical professional hired by the organization and must never be done in a closed 1:1 environment.

In addition to the above, I understand that I am a mandated reporter by the State of Tennessee and will report any suspected abuse to the proper authorities immediately.

_____ Signature	_____ Date
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MUSIC CITY YOUTH IN THE ARTS, INC. PRE-EMPLOYMENT POLICIES AND RELEASE FORM

There are a number of Music City Youth in the Arts, Inc. (“MCYA”) policies you need to know about and agree to before working with us. There also are a number of actions MCYA may want to take as part of the review and investigation of your background. This document presents these policies and actions to ensure you understand and agree to them as you’re considered for work with us.

We therefore ask that you please read, complete, and sign this form before your application will be considered. It is important you understand these policies. Should you have any questions about any aspect of this form or your employment, please ask and ensure your questions are answered to your satisfaction before signing this Release Form.

POLICIES

Among the policies adopted by MCYA are the following that we believe are important for you to know in advance of employment. Your signature on this document indicates you have read, understand, and agree to operate under these policies when working with MCYA.

1. MCYA is an equal employment opportunity employer and does not discriminate because of age, gender, sexual orientation, gender identity, race, color, national origin, disability, or religious preference.
2. MCYA is a drug and alcohol free workplace. To ensure worker safety and integrity of the workplace, MCYA prohibits the illegal manufacture, possession, distribution or use of controlled substances or alcohol in the workplace by its employees, contractors, or those who engage or seek to engage in business with MCYA. Offers of employment, therefore, may be conditioned on a physical examination, including drug and alcohol screening.
3. Smoking is not permitted within the boundaries of the MCYA workplace.
4. Your signature on this Release Form also indicates you understand and agree that if employed, your work here is “**at will**.” This means your employment here is not for any specific period and may, regardless of the scheduled date of payment for your compensation, be terminated at any time with or without previous notice, by you or by MCYA, for any reason or no reason at all.

BACKGROUND REVIEW ACTIONS

MCYA will conduct the following investigative actions as part of the background review of prospective employees and contractors. Your signature on this Release Form indicates you understand these actions and you authorize them to be performed with the conditions as specified below.

1. You authorize Music City Youth in the Arts, Inc. and/or its agent to conduct an appropriate background investigation of your former employment, education, and criminal records for determination of your eligibility for employment. You authorize all persons who may have information relevant to this investigation to disclose it to Music City Youth in the Arts, Inc. and/or its agent. You release and agree to hold harmless all persons providing such information and Music City Youth in the Arts, Inc., its officers, directors, employees and agents from liability on account of such disclosure. You hereby further authorize that a photocopy of this authorization may be considered as valid as the original. You understand employment is contingent upon receipt of satisfactory background results.

2. If the position you are applying for involves driving a motor vehicle you authorize MCYA to obtain a Motor Vehicle Record report. MCYA's insurance company may also obtain a report through its sources. It is imperative a good driving record exists.
3. You also authorize and request any and all of your former employers to furnish any and all information regarding your job performance. You agree to hold your former employers and their agents harmless from all liability that could relate in any way to the disclosure of private information or an assessment or opinion of you suitability for employment.

In the last ten (10) years, have you been charged with, convicted, or pled guilty to (or is action pending by any law enforcement agency for) any felony or misdemeanor? (Include courts martial, but do not include juvenile convictions or traffic violations resulting in a fine of \$100 or less)

Yes No If yes, list all violations below, including dates and arresting agency. A conviction will not necessarily bar an applicant from employment.

Have you ever surrendered your teaching certification or license or had it suspended or revoked?

Yes No If yes, provide the date of the ruling, the school jurisdiction (city, county, state), and the cause of action resulting in the ruling below. Attach additional pages if necessary. Loss of licensure will not necessarily bar an applicant from employment.

Have you ever surrendered your medical certification or license or had it suspended or revoked?

Yes No If yes, provide the date of the action and the details below. Attach additional pages if necessary.

I acknowledge I have answered all portions of this Form truthfully and correctly with no omissions. I acknowledge and agree I have been provided with the above Employment Policies and Release Form of Music City Youth in the Arts, Inc. I have had the opportunity to review this document, consult about it with the advisors of my choice, and have had any questions about it answered to my satisfaction. By signing below, I acknowledge I understand this document and agree to abide by it.

Signature	Date

List violations & rulings, if any, below. Attach a separate sheet if necessary:



MUSIC CITY YOUTH IN THE ARTS, INC. INDEPENDENT CONTRACTOR AGREEMENT

Music City Youth in the Arts, Inc. ("MCYA"), hereby contracts with the Independent Contractor ("Contractor"):

Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Email Address: _____

Contractor to provide the following Services to, on behalf of, or for the benefit of MCYA:

As well as any and all other duties, obligations and responsibilities required to successfully perform and complete the Services.

Your Relationship with MCYA

Music City Youth in the Arts, Inc., is an IRS recognized 501(c)(3) nonprofit organization dedicated to an educational mission: "Music City Youth in the Arts provides experiential education in music and visual performance arts to young people through an immersive program emphasizing camaraderie, fitness, and leadership development."

To perform its mission, MCYA contracts for educational services with individuals who not only compose and write for its performing Units, but who also possess particular and specialized skills in the arts, enabling them to teach performance excellence to our individual students.

MCYA performs this educational mission with instructors of the highest caliber. You are not, however, an employee of MCYA. Your relationship with MCYA is contractual in nature — you are an Independent Contractor.

As an Independent Contractor, your rights and responsibilities with MCYA are different than if you were an employee. This document sets out some of those differences. Should you have questions about any part of this Agreement or your Independent Contractor status, we encourage you to contact your Unit Director or the MCYA President. It is important you understand this Agreement and the nature of our relationship.

Conditions of Your Relationship with MCYA

1. The Contractor shall function as an Independent Contractor for the terms and purposes of this Agreement, and shall not be considered an employee of MCYA for any purpose.
2. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Agreement.
3. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of MCYA, or to incur any obligation of any kind on behalf of MCYA.
4. The Contractor understands and agrees that no health or hospitalization benefits, workers' compensation or similar benefits that might be available to an employee are available for the benefit of the Contractor, directly or indirectly, or for the benefit of the Contractor's agents, employees or subcontractors as a result of this Agreement.
5. The Agreement between MCYA and the Contractor is at-will, and may be terminated by either Party at any time, with or without notice, and for any or no reason.

6. While the Contractor remains independent in performing the Services, he or she are bound by the Code of Conduct and the general policies and procedures put in place by MCYA to ensure the safety of all members, employees, volunteers and other Contractors.
7. The Contractor agrees to indemnify and hold harmless MCYA for any injury or damages caused by or contributed to by the action or inaction of the Contractor in performing the Services, including the costs and expenses associated with MCYA's defense of any action.
8. Independent Contractors of MCYA do not make logistical, operational or budgetary decisions on behalf of MCYA, though they may be consulted to assist MCYA's leadership on issues related to time management, budgetary needs, and restrictions.
9. MCYA does not control or direct instructional techniques or methods of the Contractor, although each Contractor shall abide by the MCYA Code of Conduct and all applicable laws to ensure the safety of all members, employees, volunteers, and other Contractors.
10. MCYA does not control or direct the selection of music or visual design.
11. MCYA does not direct the selection of subcontractors by the Contractor.
12. With prior written acknowledgment of the MCYA Unit Director, MCYA does not prevent any Contractor from arranging, designing or consulting for other drum and bugle corps, marching bands or any other type or kind of musical ensemble or organization, or being engaged or employed in any other business, trade, profession or other activity that does not place the Contractor in a conflict of interest with MCYA; provided, however, that in the absence of prior written permission from the MCYA Unit Director, the Contractor shall not work for, contract with, volunteer for or provide any other services (compensated or not) to any DCI member corps during the season for which this Agreement is executed.
13. The Contractor's work will be conducted at locations rented or temporarily in use by MCYA.
14. The Contractor is being retained for the skills he or she possesses. MCYA will not provide the Contractor with training in his or her specialty.
15. The selection and assignment of work projects and expected outcomes are within the discretion and authority of the Contractor.
16. As full compensation for the Services described above, MCYA shall pay the Contractor the fixed sum of \$ _____
 Upon Completion of Services Monthly Weekly, and/or \$ _____ per day of instruction
Contractor acknowledges he or she will receive an IRS Form 1099-Misc from MCYA for this payment. Any alternative form, method or timing of payment, including reimbursement of documented expenses, will be agreed to in advance and in writing, and attached and made part of this Agreement. The Contractor agrees to indemnify and hold harmless MCYA for the payment of any taxes, fines, penalties, or costs MCYA may be assessed for the failure of the Contractor to pay any taxes due and owing as a result of this Agreement.
17. The Parties each acknowledge and agree they have completely read and understand this Agreement, have had all their questions and issues addressed to their satisfaction, have had the opportunity to discuss it with any advisor of their choice, understand the consequences of entering into this Agreement, and knowingly and voluntarily agree to it.
18. This Agreement shall be valid from the date of the last signature of a Party through the completion of the DCI World Championships in August 2019.

AGREED TO AND ACCEPTED BY:

Music City Youth in the Arts, Inc.

Contractor

Date: _____

Date: _____

Ver. 03.0119 • Page 2 of 2



**MUSIC CITY YOUTH IN THE ARTS, INC.
INDEPENDENT CONTRACTOR AGREEMENT ADDENDUM
MILEAGE REIMBURSEMENT**

I, _____, am an independent contractor who has agreed to provide services for Music City Youth in the Arts, Inc. (MCYA) in accordance with the terms stipulated in my executed Independent Contractor Agreement. This document serves as an addendum to that Agreement.

I understand I will receive a mileage reimbursement for the expense of driving to rehearsal sites to provide instruction. The rate of reimbursement is set at \$ 0.25 per mile. Reimbursed mileage is limited exclusively to point-to-point round-trip distance from origin location to rehearsal site, mapped via the most direct route. In the case where two or more contractors travel in a single vehicle, the reimbursement will be limited to a single designated contractor. Actual mileage and designated contractor information will be recorded by an MCYA administrator at each scheduled work site. Reimbursement will be issued by MCYA check.

Contractors who utilize personal vehicles for business purposes are required to have a valid driver's license and at least the minimum insurance coverage required by law. Primary insurance for contractors who use their personal vehicles for business purposes shall be through their own personal automobile insurance policy, and will be responsible for any damage to the vehicle, as well as for liability. The expenses related to gasoline consumed by personal vehicles are the responsibility of the contractor. The owner/driver of the vehicle is responsible for all parking fines and moving violation tickets.

By signing below, I agree to and express my understanding of the terms of the MCYA mileage reimbursement policy:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Signature	Date



MUSIC CITY YOUTH IN THE ARTS, INC. INDEPENDENT CONTRACTOR RELEASE AND WAIVER OF LIABILITY FORM

I, _____, am an independent contractor who has agreed to provide services for Music City Youth in the Arts, Inc. (MCYA). As an independent contractor, I understand and agree that I am not an employee of MCYA and that I am not insured under the MCYA Workers' Compensation Policy. Therefore, any injuries I may incur during the performance of my work as an independent contractor are NOT covered by workers' compensation insurance. In the event of an injury requiring medical care, I, or my personal health insurance, will be responsible for payment of all medical costs. I further understand that I am not covered by MCYA's liability insurance, nor may I be entitled to protection from liability.

I understand that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of services provided to MCYA.

1. Waiver and Release:

I, the Independent Contractor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge and hold harmless, MCYA and its successors, assigns, directors, officers, employees and agents from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to MCYA. I understand and acknowledge that this Release discharges MCYA from any liability or claim that I may have against MCYA with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the services I provide to MCYA or occurring while I am providing services.

2. Insurance:

Further, I understand that MCYA does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of MCYA beyond what may be offered freely by MCYA in the event of injury or medical expenses incurred by me.

3. Medical Treatment:

I hereby release and forever discharge MCYA from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as an Independent Contractor with MCYA.

4. Assumption of Risk:

I understand that the services I provide to MCYA may include activities that may be hazardous. As an Independent Contractor, I hereby expressly assume risk of injury or harm from these activities and release MCYA from all liability.

5. Other:

As an Independent Contractor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

_____ Signature	_____ Date
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MUSIC CITY YOUTH IN THE ARTS, INC.
RELEASE FOR THE USE OF AUDIO & VIDEO RECORDINGS
AND PHOTOGRAPHIC & ELECTRONICALLY CREATED IMAGES

This agreement sets forth the terms of the General Release and Agreement between _____ as a Participant (“Participant”), with a performing unit of Music City Youth in the Arts, Inc. (MCYA), whereby the Participant will instruct and/or rehearse and perform at specified dates and times with MCYA and MCYA will record such rehearsals and performances for purposes benefitting MCYA, its affiliates, agents, and its licensees. Participants include both instructional and administrative staff members and performing ensemble members.

SERVICES. The Participant shall support, instruct, rehearse and perform certain drumming, musical, dance movement, performance and marching activities as directed by MCYA or its representatives while the Participant instructs, auditions, rehearses, participates and performs with MCYA. MCYA may make visual, audio recordings and photographic and electronic rendering of any and all such rehearsals and performances.

CONSIDERATION. In consideration for the educational services provided, being allowed to participate with MCYA activities and for other valuable consideration, receipt of which is hereby acknowledged, the Participant assigns any and all of their rights herein to and for any and all recordings, photographic images and electronic renderings made by MCYA and its licensees.

GRANT OF RIGHTS. By executing this Agreement, the Participant hereby grants MCYA the perpetual, fully-paid, exclusive and worldwide right to make video and audio recordings (“Recordings”) of any and all of the Participant’s performances or rehearsals with MCYA and to use my name, voice, likeness, image and biographical information in connection with the production and commercial exploitation of such Recordings, and to permitted assignees grant others the right to make and commercially exploit such Recordings. I acknowledge and agree that MCYA shall own all rights, title and interest, including copyrights, in any and all audio and visual recordings, photographic images and electronic renderings of any rehearsals and performances including but not limited to the master recordings of the compositions (collectively the “Performances”). I acknowledge and agree that the rights granted hereunder shall include the perpetual, fully-paid, unrestricted, worldwide right to edit, televise, broadcast, record, publish copy, use, license, print, sell, distribute or otherwise exploit the Recordings in any manner and in any medium, format, form or forum, whether now known or hereafter devised, without any further compensation.

COPYRIGHT. The Participant understands and agrees that the copyright to the Recordings shall be solely owned by MCYA. To the extent applicable, this agreement shall be considered a “Work-for-Hire” agreement as to the Performances. I grant MCYA all right, title and interest in and to the Performances, and all results, product and proceeds thereof, with no reservation of any rights. I relinquish any claim of ownership or rights in and to my Performances, including but not limited to all “moral rights.” To the extent necessary to fully transfer all of these rights to MCYA, alternatively, I hereby assign MCYA all right, title and interest in and to the Performances, and to the extent that such assignment is not effective, I grant MCYA a fully paid-up, perpetual, worldwide exclusive license to use and exploit my Performance in any manner and in any medium, format, form or forum, whether now known or hereafter devised, without any further compensation.

NAME, IMAGE, AND LIKENESS. In addition to the foregoing, MCYA shall have the right to use the Participant’s name, image and likeness in connection with any and all promotion and advertising for MCYA, its affiliates, agents and its licensees as well as any ancillary products related thereto.

REPRESENTATIONS AND WARRANTIES. The Participant hereby represents and warrants the MCYA that: (a) the Participant is the sole owner of the contemplated performances and compositions and has the full power and authority to enter into this Agreement and grant the rights granted herein to MCYA except as such performance or composition is in the public domain; (b) none of the rights granted MCYA herein have been granted, encumbered or otherwise disposed of in any manner to any person, firm or other entity; (c) the Participant has not done or omitted to do and will not do or omit to do any act or thing by license, grant or otherwise, that will or may impair or encumber any of the rights herein granted



MUSIC CITY YOUTH IN THE ARTS, INC. VOLUNTEER BACKGROUND CHECK RELEASE

I, _____, hereby authorize Music City Youth in the Arts, Inc. and/or its agent to conduct an appropriate background investigation of my criminal records for determination of my eligibility to serve as a volunteer. I authorize all persons who may have information relevant to this investigation to disclose it to Music City Youth in the Arts, Inc. and/or its agent. **I release and agree to hold harmless all persons providing such information and Music City Youth in the Arts, Inc., its officers, directors, employees and agents from liability on account of such disclosure.** I hereby further authorize that a photocopy of this authorization may be considered as valid as the original. I understand that my approval to serve as a volunteer is contingent upon receipt of satisfactory background results.

1. MCYA is an equal employment opportunity employer and does not discriminate because of age, gender, sexual orientation, gender identity, race, color, national origin, disability, or religious preference.
2. MCYA is a drug and alcohol free workplace. To ensure individual safety and integrity of the workplace, MCYA prohibits the illegal manufacture, possession, distribution or use of controlled substances or alcohol in the workplace by its employees, contractors, volunteers or those who engage or seek to engage in business with MCYA.
3. Smoking is not permitted within the boundaries of the MCYA workplace.
4. If your volunteer role involves driving a motor vehicle you authorize MCYA to obtain a Motor Vehicle Record report. MCYA's insurance company may also obtain a report through its sources. It is imperative a good driving record exists.

Full Name (No Nicknames)	
_____	_____
Maiden/Other Names Used	Date Last Used
_____/_____/_____	_____
Date of Birth	Sex
_____	_____
Primary Phone	Secondary Phone

Email Address	

_____	_____
Signature	Date



**MUSIC CITY YOUTH IN THE ARTS, INC.
ACKNOWLEDGEMENT AND AGREEMENT
EMPLOYEE, STAFF AND VOLUNTEER HANDBOOK**

I, _____, hereby acknowledge that I have read and considered the terms and conditions of the Music City Youth in the Arts, Inc. **Employee, Staff and Volunteer Handbook**, I have consulted about it with the advisors of my choice or elected not to do so, and have had any and all questions about the Handbook answered to my satisfaction. I understand the obligations contained in the Handbook, and hereby agree as of the date below to the responsibilities expected of me as an employee, staff member or volunteer of Music City Youth in the Arts, Inc.

I understand and accept that my work arrangement as an employee or independent contractor with Music City Youth in the Arts, Inc. is at-will. I have the right to resign at any time with or without cause, just as MCYA may terminate my work arrangement at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the Handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee or contractor and MCYA's designated representative.

I acknowledge that MCYA may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures of MCYA, whether outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at MCYA's sole discretion.

By signing below, I express my understanding and acceptance of this acknowledgement and agreement willingly and voluntarily.

<hr/>	<hr/>
Employee, Independent Contractor or Volunteer Signature	Date

<hr/>	<hr/>
MCYA Designated Representative Signature	Date