



Music City **Youth in the Arts**

Employee, Staff and Volunteer Handbook

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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 and/or the board of directors 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 and the duration of the staff or volunteer tenure.

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. Volunteer activity that DOES NOT require one-on-one interactions with a minor shall not require a

- criminal background check.
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 or the board of directors 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 and the duration of the staff or volunteer tenure.

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 for purposes of punishment.
3. Deliberately ignoring orders by a medical professional such as a doctor or physical therapist.

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 and body shaming.

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. This includes, but is not limited to, drum sticks, shoes, guard equipment and music stands.

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 must 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

Any act of hazing involving sexual acts will be reported to the proper authorities.

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. Reports made in an effort of good faith are not considered a false report. Just because a report is deemed unfounded does not mean a report is considered intentionally false.

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. This will include each instance of non-emergency travel.

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 who are older than three years apart in age.

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 by any staff member or volunteer of MCYA to any performing member.
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 unless their job description specifically states that such duties are allowable.
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.
7. Performers must be informed of all treatments and the performer has the right to immediately stop such treatments upon request.

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.

2I. 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 sitting 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

I. 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 any defined misconduct with a performing member.
- 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

Music City Youth in the Arts, Inc. ("MCYA") is committed to lawful and ethical behavior in all of its activities and requires that its board members, employees, contractors, consultants, volunteers and member participants (collectively, "MCYA Persons") conduct themselves in a manner that complies with all applicable laws and MCYA policies. Set forth below is the MCYA policy with respect to reporting good faith concerns about the legality or propriety of actions or plans taken by MCYA Persons.

Reporting Concerns

Any person who has a good faith concern regarding the legality or propriety of any action taken by, or contemplated to be taken by, a MCYA Person or otherwise by MCYA, or a good faith belief that action needs to be taken for MCYA to be in compliance with laws, policies or ethical standards, should promptly file a report. Reports can be made orally or in writing, in person or anonymously. To the extent possible, reports should include documentation supporting the concern. Reports should be as detailed as possible in order to facilitate investigation. Reports may be submitted via website form at: www.musiccitydrumcorps.org/whistleblower/.

Investigation

MCYA will investigate all reports with care. If as a result of the investigation MCYA discovers a problem, it will take corrective action as it deems necessary.

The Vice President of the MCYA Board of Directors (the "Compliance Officer") will investigate reports related to business operations, governance and financial concerns. If the Compliance Officer is unresponsive or is the subject of the concern, the person should report the concern to the President of the MCYA Board of Directors. If the President is the subject of the reported concern, the Board of Directors Executive Committee will designate another person to serve as the Compliance Officer with respect to that report.

The following is a non-exhaustive list of the kinds of business, governance, and financial improprieties that should be reported:

- supplying false or misleading information on MCYA's financial or other public documents, including its tax return;
- providing false information to or withholding material information from the MCYA's auditors or Board of Directors;
- embezzlement, self-dealing, private inurement (i.e., MCYA earnings inuring to the benefit of an individual) and private benefit (i.e., MCYA assets being used for personal gain or benefit);
- violations of the MCYA Conflict of Interest and Disclosure Policy;
- payment for services or goods that are not rendered or delivered; and
- facilitating or concealing any of the above or similar actions.

Designated members of the MCYA Board of Directors' Governance Committee will investigate reports related to participant safety, harassment, sexual abuse, or other misconduct. The Governance Committee is responsible for the proposal, review and enforcement of policies and procedures related to risk management, conduct, and compliance with prevailing standards for youth development programs.

Confidentiality

MCYA will protect the identity of the person reporting a concern to the greatest extent practicable given the needs to conduct a thorough investigation and to take any necessary corrective action. Accordingly, MCYA cannot promise complete confidentiality, but it will act as discreetly as reasonably possible.

No Retaliation

MCYA will not intimidate, harass, discharge, threaten, or discriminate or retaliate against a MCYA Person in any manner for his or her reporting in good faith what he or she perceives to be a wrongdoing, violation of law or policy, or other unethical or illegal conduct or for assisting in the investigation of such a report. MCYA will impose disciplinary measures, up to and including termination or removal, against anyone who threatens or retaliates against a MCYA Person who makes such a good faith report or assists in the investigation of same.

Disclosure to and Deliberation by the Executive Committee

In addition to prompt notification to the Executive Committee following an investigation where a problem is found, the Compliance Officer and Chair of the Governance Committee will report periodically to the Executive Committee with a summary of the reports received pursuant to this Whistleblower Policy and the disposition of those reports. The person who is the subject of the whistleblower complaint may not be present at or participate in any deliberations or vote relating to that complaint, except that, upon request of the Executive Committee, such person may appear at a meeting to present background information or answer questions prior to the start of deliberations and voting.

Distribution

A copy of this Whistleblower Policy will be distributed to all MCYA Persons and will be posted on the MCYA website. MCYA reserves the right to amend and/or supplement this Whistleblower Policy at any time.

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.
5. All staff members or MCYA officials must surrender all access to official social media pages upon request of the Executive Director of Board of Directors.

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. 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.