



## Code of Conduct

2024-2025

### **Conduct**

Members of FWYO Programs & Ensembles are expected to conduct themselves in a manner that is respectful of the conductors, staff, parents, volunteers, and peers. The following activities & behaviors or evidence of them are not permitted and will not be tolerated on FWYO property, at off-site FWYO functions, or in associated online/social media spaces:

- possession, distribution, use or evidence of use of controlled and/or prohibited substances, including alcohol, drugs, and tobacco;
- possession of paraphernalia intended for these substances;
- possession or use of a weapon or fireworks, including firearms and knives (pocket knives included);
- acts or threats of violence;
- obscene, offensive, suggestive, or otherwise inappropriate language or gestures;
- clothing depicting or referencing acts of violence, or including obscene, offensive, suggestive, or otherwise inappropriate language or images, including drugs, tobacco, alcohol, and weapons;
- disrespectful or harmful behavior or attitude toward conductors, staff, parents, volunteers, or peers, including bullying, discrimination, harassment and hazing;
- lewdness, inappropriate public displays of affection, possession or distribution of pornographic materials;
- vandalism, including any willful action intended to alter, deface, damage, or destroy FWYO property or personal property on FWYO grounds;
- theft of FWYO property or personal property on FWYO grounds;
- unauthorized use of FWYO property, rooms or spaces.

### **School Participation**

FWYO and its associated programs do not exist to replace school music programs, but to provide enhanced musical training and performance opportunities. The FWYO values its local school partners and seeks to provide musical leaders to local area institutions.

**It is required that all FWYO students participate in their school music programs with few exceptions.** Permission to participate in the FWYO Programs without participation in your primary education institution's music program will be considered on a case-by-case basis. Participation in a school program in addition to FWYO provides many benefits to young musicians, including experience in playing a wider variety of music, continual training in techniques and musicianship, the opportunity to work with and gain experience from a variety of music directors, and broader access to local and statewide opportunities, venues, and scholarships.

## **Grievances & Appeals**

All grievances and concerns regarding FWYO program participation should first be brought up with instructors in a professional discussion. Disagreements may be brought to your program coordinator:

**FWYO Suzuki & Music Development:** Patty Purcell, 817-923-3121 x14, [patty.purcell@fwyo.org](mailto:patty.purcell@fwyo.org)

**FWYO Ensembles & Chamber:** David Warren, 817-923-3121 x12, [dwarren@fwyo.org](mailto:dwarren@fwyo.org)

Decisions regarding disputes may be appealed to the Executive Director's office in writing. The decision of the Executive Director is final.

**FWYO Appeals:** Andrew Reynolds, send to [areynolds@fwyo.org](mailto:areynolds@fwyo.org)

## **Financial Commitment**

FWYO programs are subject to tuition and fees. All fees and tuition must be paid in advance of services being rendered (lessons, group classes, rehearsals etc). Failure to pay tuition and fees may result in removal from any and all FWYO programs.

Participation in programs also requires the acquisition of assets to fully participate in programs including instruments, music, practicing tools, supplies, and repairs to ensure instruments are in proper working order. Continuous failure to provide the necessary materials or make necessary repairs to ensure participation may result in removal from any and all FWYO programs.

In some circumstances and with your permission, staff may purchase hard-to-find or very specific materials for instructional use on your behalf and request reimbursement. You have the right to request a receipt and we request that you promptly pay for these materials within 30 days of acquisition.

## **FWYO Dress Code**

All members are expected to wear clothing that follows common practices of modesty and cleanliness. Appropriate clothing should be worn out of respect for your fellow musicians and for the FWYO conductors and administration, and should not distract from productivity. Members and their parents are primarily responsible for ensuring that appropriate clothing is worn to FWYO functions. FWYO conductors and administration will enforce the following dress code, and reserve the right to ask a member to make adjustments as needed, in order to participate:

- Tops – must be modest and extend at least to the waist of bottoms when in a standing position and during reasonable movement
- Bottoms – must extend to at least the tip of the thumb when the hand is extended down the side of the leg, and must be worn around the waist (no sagging)
- Transparent or see-through materials are prohibited, unless worn over another nontransparent article of clothing
- Undergarments must be covered at all times
- Footwear must be worn at all times
- Clothing depicting or referencing acts of violence, or including obscene, offensive, or otherwise inappropriate language or images, including drugs, tobacco & alcohol, are prohibited.

FWYO Programs reserve the right to establish dress codes for individual events and programs. Failure to adhere to dress code may result in disciplinary action up to and including expulsion from any and all FWYO programs and/or removal from the immediate program without refund. Those who are behind on payments and removed for dress code reasons may be sent to collections.

## **Disciplinary Action**

Infractions of the Code of Conduct, Handbooks, or any other protocols issued verbally by a conductor, faculty, or staff member, will be reviewed on a case-by-case basis, and may result in immediate dismissal from FWYO Programs & Ensembles. Tuition will not be refunded in cases of disciplinary dismissal.

Program coordinators and the Executive Director reserve the right to:

- Suspend students from program participation temporarily
- Deny students performing opportunities regardless of rehearsal/practice attendance expectations
- Place students in alternative locations
- Revoke the awarding of merit based scholarships, musical opportunities, and/or other honors
- Revoke any awarded leadership position
- Removal from any and all FWYO programs for the season
- Removal from any and all FWYO programs permanently
- Referral to authorities for criminal, civil, or other action

The FWYO strictly prohibits the use of corporal punishment, humiliation, or any other form of abuse as a disciplinary action by faculty, staff, visitors, parents/guardians while at FWYO events/property, and/or guest instructors. Any incidence of these actions should be immediately reported to the Executive Director for further investigation and potential action.

The FWYO will not discuss disciplinary action with individuals other than the parent and student involved unless in the course of an investigation.

Appeals of any disciplinary action may be made directly to the Executive Director who may accept or deny the appeal.

## **Photography & Recordings**

FWYO members & families are not permitted to take photographs or record videos of rehearsals or performances without explicit permission from FWYO staff. This is in order to 1) protect the privacy of members & families, especially minors; 2) to preserve the intellectual property of the FWYO; 3) to act in accordance with and avoid infractions of the copyright law of the United States.

FWYO will make an effort to contract professional photographers and videographers to document performances, but these recordings may not be available to the public.

## **Parent/Guardian Responsibilities**

Parent(s)/guardian(s) in this code includes a natural parent, adoptive parent, legal guardian, or person having lawful control of the member. Parents have the responsibility to:

- Read, understand, and keep informed of all policies for the FWYO;
- Arrange for proper transportation to and from FWYO rehearsals, performances, and other events at appropriate times to ensure constant supervision (FWYO is not responsible for the supervision of members beyond the 30 minutes before or after events – repeated failure to provide proper supervision to students may result in a referral to Child Protective Services);
- Ensure members have a quality working instrument, supplies and other equipment to perform and to practice at home. This includes (but is not limited to) an instrument, relevant accessories (bows, reeds, mouthpieces, cases, etc.), tuner, metronome, music stand;
- Ensure members have access to provided FWYO ensemble music or ask FWYO staff for a copy;
- Maintain an up-to-date home address, home/work/emergency phone numbers for contact, health information, and insurance information;

- Pay all tuition and fees on time;
- Cooperate with conductors, instructors, and FWYO administrators;
- Under Texas Family Code 41.001, a minor's *parent* is legally liable for property damage proximately caused by a) the negligent conduct of the minor, if such conduct is reasonable attributable to the negligent failure of the *parent* to exercise that duty, or b) the willful or malicious conduct of a member who is at least 12 but under 18 years of age.

FWYO Programs reserve the right to require Parent participation or attendance depending on their handbook. Parents failing to show up without approval from program coordinators may result in removal from any and all FWYO Programs without refund and a Child Protective Services report if students are left unattended without the permission of an FWYO staff member.

FWYO programs are NOT a substitute for childcare. The FWYO makes no guarantees of your child's safety if left unattended by a Parent. All rehearsals with few exceptions are open to parents to view provided they and their guests do not disrupt rehearsals.

### **Media Release**

Students and parents are required to fill out a media release form allowing for promotional use of materials featuring their student. Students will be performing in front of audiences at both internal and public forums and should expect to be viewed by members of the public.

FWYO CANNOT GUARANTEE THE ANONYMITY OF YOUR CHILD. WHILE WE DO OUR BEST TO ACCOMMODATE REQUESTS FOR ANONYMITY, PARTICIPATION IN FWYO ACTIVITIES REQUIRES OCCASIONAL PUBLIC PERFORMANCES.

### **Attendance Policies**

FWYO programs reserve the right to establish attendance policies in line with their individual program needs. Attendance in line with their policies is an expected part of participating in programs. Repeated violations of attendance (as defined by program coordinators) may result in removal from FWYO programs with no refund. Those who are behind on payments and removed for attendance reasons may be sent to collections. Attendance appeals may be made to the Executive Director who may accept or deny the appeal.

### **COVID-19 Attendance (for 2024-2025)**

With the safety of everyone at FWYO as our key focus, students **MUST** adhere to the FWYO public health protocols. **Students who fail the FWYO COVID-19 self-screen tool MUST declare an absence and/or cancel the lesson. For the safety of our students, staff, & visitors - Failure to declare an absence for a student who fails the self-screen will result in removal from any and all FWYO Programs without refund.**

**For Suzuki:** Lessons canceled for failing to pass the COVID-19 self-screen will be made up.

**For Ensembles and Orchestras:** Absences for COVID-19 will also not be considered when making decisions for current or future ensemble placement. Absences due to COVID-19 may affect a student's ability to perform in an individual concert at the ensemble conductor's discretion. Absences for COVID-19 self-screen failure will not count for program removal.

**This applies to ALL FWYO PROGRAMS.**

Programs reserve the right to request authentication of self-screen failure for absences exceeding 2 weeks.

## **Financial Aid**

Financial aid is available to students for all FWYO Programs. A statement must appear in handbooks and registration stating financial aid availability. Students must apply for financial aid and provide the requested information for consideration by the Scholarship Committee. The FWYO may establish application deadlines for financial aid.

Students receiving financial aid may be expected to attend 1-2 events and perform reasonable activities to assist FWYO with continuing to provide financial aid in the future. Students who do not perform these activities, attend these events, or are non-responsive to requests for this assistance may be denied financial aid in the future.

Financial aid in the form of payment plans are also available without the need for an application. Payment plans must be arranged in advance by the FWYO Accountant ([accounting@fwyo.org](mailto:accounting@fwyo.org) or 817-923-3121 x17)

## **Cell Phones & Technology**

FWYO Programs may make reasonable policies that apply to both students and visitors to limit the use of technology and cell phones during events given the distracting nature of most devices to the music process. Non-adherence to these policies may result in disciplinary action.

## **Preparation**

FWYO Programs may require outside preparation for rehearsals, practices, lessons or other events. Evidence of this preparation may be required in the form of written logs, photos, or simply delivery of the requested musical material within instructor defined limits. While instructors may not suspend or expel students from FWYO for non-preparation, they may remove them from individual performances at their discretion. Due to strong demand, continuous lack of preparation may affect future ensemble, instructor, or other placement.

## **Arrival & Dismissal**

Students are expected to arrive and dismiss at the appropriate time. Programs may establish proper times for arrival and departure and Parents must make arrangements to ensure their child is able to arrive or be dismissed at that time.

If students are to be picked up or dropped off at a different time or to a different person than normally expected, please notify your program coordinator and/or instructor. The FWYO makes no guarantee that students will be picked up by the appropriate individual unless explicit instructions are delivered to staff in advance. The FWYO will not be a party to custodial disputes and any confusion by FWYO staff on who is responsible for a child or picking them up will necessitate involvement of local authorities and a possible CPS referral.

## **Courtesy of the Audience**

The FWYO expects students, parents, and visitors to maintain an appropriate environment during FWYO performances and rehearsals including silence and appropriate audience responses (clapping, laughing etc). Any individual disrupting performers or audience members may be removed without refund. Those resisting removal may be referred to the appropriate authorities to cite for trespass.

## **Accommodations**

While the FWYO is not a certified Texas school, every effort will be made by FWYO staff and faculty to accommodate individuals with disabilities or medical exceptions. Please notify your instructor or program coordinator of you or your student's individual needs and we will make a reasonable effort to accommodate them. Instructors or coordinators may request instructions in writing. Instructors and coordinators will only share this information with individuals who must know to ensure your needs are met. Health records about this information will be destroyed at the end of every season.

Orchestra Hall was built far before ADA standards. While we have made efforts to ensure most areas are accessible, please ask FWYO staff for assistance in finding the best routes to locations in the building and we welcome requests for improvements.

Individuals who feel their needs are not being met are encouraged to reach out to the Executive Director for assistance.

## **Child Abuse, Sex Trafficking, and Other Maltreatment of Children**

Be advised that by state law, anyone who suspects that a child has been or may be abused or neglected are required to report such abuse to law enforcement or to Child Protective Services (CPS) and cooperate with the investigative authorities. A report of abuse shall be made not later than forty-eight (48) hours after the person suspects that the child has been or may be abused or neglected. FWYO staff have been instructed to look for signs of child abuse, sex trafficking, and other maltreatment of children and will report suspected cases.

Reports of abuse, trafficking, or neglect may be made to: the CPS division of the TDFPS 1-800-252-5400 or on the web at <http://www.txabusehotline.org>

## **Distribution of Materials and Food**

Any distribution of flyers, newspapers, food, or drink must be approved by FWYO Staff. Before food is approved for distribution, staff must request food or nut allergies from all in attendance and make reasonable accommodations.

## **Public Health Measures**

FWYO may require the wearing of face coverings or other PPE and the establishment of other policies and procedures in the interest of public health. FWYO may deny entry to facilities or FWYO events for those unable to comply with measures. The FWYO may deny medical exemptions as well in the interest of public safety.

## **Internet, Devices, Phones & Networks**

FWYO supplies a network for use by staff, visitors, and students. The FWYO makes no guarantee of access or stability of its network. By accessing the FWYO network, you agree to not use the network to support any illegal or illicit activity. Users are also prohibited from sending or posting messages or images that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.

In the process of protecting the network, FWYO cannot guarantee the confidentiality of information. The FWYO is not responsible for phone/credit card bills, or any other charges incurred by users. Use of any information obtained via the network is at the user's own risk. The FWYO specifically denies any responsibility for the accuracy or quality of information obtained through its services. Opinions, advice, services, and all other information expressed by system users, information providers, service providers or other third party individuals in the system are those of the providers and not the FWYO. The FWYO will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the FWYO's network.

Users are prohibited from processing or accessing information by "hacking", altering, or bypassing FWYO network security policies. The FWYO reserves the right to confiscate and inspect its own devices or prevent user devices from accessing the network.

Users who use FWYO owned devices are not guaranteed privacy or ownership of information or files on the devices.

FWYO telephones are not to be used without permission. Instructors are also not obligated to answer phone calls from parents during rehearsals or instructional time. Students are prohibited from making prank calls or calls that receive fines (like long distance or false 911 calls) and they or their Parents will be responsible for paying all fees and fines associated with calls and any action occurring from those calls.

### **Withdrawal**

Parents and students may withdraw from FWYO programs with 2 weeks notice. The FWYO does not honor refunds unless approved by the Executive Director. Refunds may be considered only for members providing proof of future residency more than 50 mile circle from 4401 Trail Lake Dr. Fort Worth, TX 76109 on a specific date, proof of a major life event (death, divorce, health problem, job loss, or custody change), or other rare circumstances beyond the control of the Parent or child.

Dissatisfaction with FWYO programs or personnel is not a refundable event. Individuals being removed from the FWYO for disciplinary reasons or under investigation for handbook or code of conduct violations may not claim to be withdrawing.

### **Guest Speakers, Presenters, and Coaches**

From time to time the FWYO may engage guest speakers, presenters and coaches to advance students' understanding of the material as well as advance their careers. While every attempt will be made to background check and vet these individuals, as third party contractors or guests the opinions expressed by these individuals do not reflect official positions of the FWYO.

### **Accidents, Illness & Medication**

Emergency contact information must be on file for every student participating in FWYO activities. This information will be provided to emergency healthcare professionals in the event of an emergency and students will be transported to the nearest hospital. Information on the health form will be used to contact Parents or other individuals.

FWYO does not assume financial responsibility for accidents, injuries, or illnesses occurring at FWYO or FWYO events or during emergency transportation.

It is the duty of Parents to provide FWYO updated information including food allergies or any important health information.

An unattended student who is ill or has an accident will be sent to the most senior official on site who will then, depending on the severity of the issue, contact the emergency contact on the form or call 911 for care.

The FWYO and its staff do not handle or distribute medicine. Students who need access to medicine at FWYO and its associated events must maintain security of those medicines. Failure to control medication that results in distribution or access by other students may result in disciplinary action for both the student who obtains the substance and the one failing to control it.

## **Discrimination**

The FWYO does not and shall not discriminate on the basis of race, color, religion, gender, gender expression, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations. The FWYO only necessarily discriminates on the bases of age to ensure programs remain isolated to youth and are developmentally appropriate.

## **Diversity**

To promote and inspire the continuing development of musical talent in qualified area youth regardless of cultural heritage, gender, ethnicity and economic status through intensive education of classical orchestral rooted music and performance.

Our goals that support equality and opportunity for all youth include:

- Recruit and enroll a diverse group of students for all our youth orchestra programs to include an outreach program at local schools in underserved communities
- Develop our Early Childhood Music Education program to promote a strong foundation for further musical studies
- Continue to increase the scholarship program for underrepresented students
- Perform concerts that present pieces written by a diverse composer population

## **Registered Sex Offender and Child Safety Zone**

As an established Child Safety Zone, Registered Sex Offenders are prohibited by the Texas Board of Pardons and Paroles (BPP-POL.145.205) from going in, on, or within 500 feet of the FWYO's Orchestra Hall or FWYO associated events.

## **Tobacco, Alcohol, Cigarettes, Cannabis, THC, Drugs, and Weapons**

FWYO is a drug free, tobacco free, cannabis free, THC free, and weapon free campus. Possessing or using these goods on campus is strictly prohibited and may result in a criminal referral. Alcohol is prohibited for those under age 21 and events where alcohol is served will not have minors present.

## **Transportation, Vehicles & Parking**

You are responsible for providing transportation to your student for any and all FWYO events. Students are prohibited from riding with instructors. FWYO assumes no liability for students being transported by friends or other members of the FWYO. Parents should be transporting students to and from FWYO events. Vehicles must be controlled on the FWYO campus and within posted rules no faster than 10 MPH. Any student found violating these rules may be banned from driving on FWYO property. Vehicles parked on FWYO property may be subject to towing at the owner's expense if left unattended or in violation of laws.