

Pacific Crest Youth Arts organization

Procedure for Hiring New Staff

Adopted: January 14, 2014

Revised January 12, 2016; February 12, 2017

**Pacific Crest Youth Arts Organization
Procedure for Hiring New Staff**

Table of Contents

I. INTRODUCTION 3

II. IDENTIFYING PROSPECTIVE STAFF..... 3

III. HIRING PROCESS..... 3

IV. ANNOUNCING THE HIRING OF STAFF..... 4

I. INTRODUCTION

Pacific Crest Youth Arts Organization (PCYAO) is a non-profit corporation organized under the laws of the State of California. PCYAO hires staff to help the organization further and fulfill its mission.

The goal of this Procedure for Hiring New Staff is to uniformly treat prospective staff with full disclosure. The provisions of this policy apply to all administrative staff, instructional staff, and interns. It also applies to independent contractors hired to work with our Drum and Bugle Corps.

II. IDENTIFYING PROSPECTIVE STAFF

Prospective staff are identified and brought forward to the Executive Director by their future direct supervisor. The supervisor provides the Executive Director contact information and a brief summary of the prospect's qualifications and role at Pacific Crest.

III. HIRING PROCESS

Pacific Crest follows these steps when hiring a staff member:

1. The Executive Director meets (in person or by phone) with the prospect to discuss their scope of work, introduce the prospective to the values and philosophy of the organization, and answer any questions the prospect has.
 2. After this meeting, the Executive Director sends the following forms to the prospect for completion and return to Pacific Crest.
 - A. Staff Information Form
 - B. Form I-9, Employment Eligibility Verification, depending upon the classification of the prospect
 - C. Form W-9 or W-4, depending upon classification of the prospect
 - D. Authorization for Criminal History Record Check
 - E. Independent Contractor Agreement or Employment Agreement. For Independent Contractors, a Statement of Work will be sent after scope of work and stipend have been agreed upon.
- NOTE: Staff may not begin work at Pacific Crest without the above completed and signed forms on file**
3. The prospect completes all forms and returns them to Pacific Crest with other documents as requested, e.g. copies of driver license and social security card or passport, bio, photo
 4. A background check is performed using IntelliCorp Records, Inc, 3000 Auburn Dr., Suite 410, Beachwood, OH, 888-946-8355, (www.intellicorp.net). If the background check shows a criminal record for violent and/or sex crimes, the prospect will not be hired. Other criminal records may impact the prospect's hiring based on their role with Pacific Crest.
 5. Contact record is created in SalesForce and a Participation Record is created identifying the role of the staff member.
 6. All hiring forms are sent to the Office Manager for filing in a secure file tote.

IV. ANNOUNCING THE HIRING OF STAFF

Only the Executive Director is authorized to publically announce the hiring of staff members. A staff member may be added to the Website staff roster after step 2 of Section III: Hiring Process. A formal announcement of hiring (Website story, press release, etc.) may only be made after the applicant passes the criminal background check.

V. APPENDICES

See following pages for these forms:

- A. Staff Information Form
- B. Independent Contract Agreement
- C. Employment Agreement

APPENDIX A

**Pacific Crest Youth Arts Organization
Information Form for New Design and Instructional Staff**

Name: _____

Number and Street: _____

City, State, ZIP: _____

Mobile Phone: _____

E-Mail Address: _____

Please answer the following question:

Have you ever been convicted of a crime other than a minor traffic violation? (Conviction will not automatically bar your working for Pacific Crest. Each case is considered on its own merits)

Yes ___ No ___

If yes, please explain and state charge, court, date, and disposition of case:

Please answer the following question:

Have you ever been dismissed for cause from an instructional position?

Yes ___ No ___

If yes, please explain:

Signature

Date

Please return this sheet with all other documents to: Pacific Crest, 21231 Fountain Springs Rd, Diamond Bar, CA, 91765. Or you may scan them and e-mail them to pompel@pacific-crest.org

shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Instructor is and will remain an independent contractor in its relationship to Pacific Crest. Pacific Crest shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Instructor shall have no claim against Pacific Crest hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

- ii. Indemnification of Company by Instructor. Pacific Crest has entered into this Agreement in reliance on information provided by the Instructor, including the Instructor's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Instructor is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Instructor's own actions, the Instructor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Instructor and/or Pacific Crest resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Instructor's earnings had the Instructor been on Pacific Crest's payroll and employed as an employee of Pacific Crest.

3. CONFIDENTIAL INFORMATION

The Instructor agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Pacific Crest, or to disclose to any person, firm, or corporation without the prior written authorization of Pacific Crest, any Confidential Information of the organization. "Confidential Information" means any of Pacific Crest's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Instructor by the organization, either directly or indirectly. The Instructor may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Pacific Crest personnel or authorized representatives or for any other purpose Pacific Crest may hereafter authorize in writing.

4. REPRESENTATIONS AND WARRANTIES

- i. The Parties each represent and warrant as follows:
 - 1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - 2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - 3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- ii. The Instructor hereby represents and warrants as follows:

1. The Instructor has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 2. The Services shall be performed in accordance with standards prevailing in Pacific Crest's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Instructor shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
 3. The Services required by this Agreement shall be performed by the Instructor, and Pacific Crest shall not be required to hire, supervise, or pay any assistants to help the Instructor perform such Services.
- iii. Pacific Crest hereby represents and warrants as follows:
1. Pacific Crest will make timely payments of amounts earned by the Instructor under this Agreement.
 2. Pacific Crest shall notify the Instructor of any changes to its procedures affecting the Instructor's obligations under this Agreement at least 30 days prior to implementing such changes.
 3. Pacific Crest shall provide such other assistance to the Instructor as it deems reasonable and appropriate.

5. COMPENSATION.

- i. Terms and Conditions. Pacific Crest shall pay the Instructor in accordance with the terms and conditions set forth in the Statement of Work, which will follow under separate cover.
- ii. Timing of Payment. Payments shall be made to the Instructor based upon the dates established in the Statement of Work.
- iii. No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to the Instructor under any of the following circumstances:
 1. if prohibited under applicable government law, regulation, or policy;
 2. if the Instructor did not directly perform or complete the Services described in Statement of Work;
 3. if the Instructor did not perform the Services to the reasonable satisfaction of Pacific Crest; or
 4. if the Services performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.
- iv. No Other Compensation. The compensation set out above shall be the Instructor's sole compensation under this Agreement.
- v. Expenses. Any expenses incurred by the Instructor in the performance of this Agreement shall be the Instructor's sole responsibility, unless otherwise listed in Statement of Work or agreed upon ahead of time by Pacific Crest's Executive Director.

- vi. Taxes. The Instructor is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Instructor under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. Pacific Crest shall have no obligation to pay or withhold any sums for such taxes.

6. ENDORSEMENT AGREEMENTS

Instructor understands that Pacific Crest endorses products manufactured by Jupiter, Mapex, Majestic, Sabian, Remo, Stanbury, Vic Firth, and others (collectively, the Endorsees). Instructor agrees to refer positively regarding the association of Pacific Crest and its Endorsees, and will, in no way, discredit the Endorsees’ designers or products.

Pacific Crest acknowledges that Instructor may work for other performing groups (marching bands, drum and bugle corps, brass or percussion ensembles unaffiliated with Pacific Crest), that have contract agreements with other manufacturers in competition with the Endorsees. Under this circumstance, Instructor agrees to remain neutral and not promote the interests of any other manufacturers that compete with Pacific Crest’s Endorsees during the Term of this agreement.

7. WORK FOR HIRE

The Instructor expressly acknowledges and agrees that any work prepared by them under this Agreement shall be considered “work for hire” and the exclusive property of Pacific Crest unless otherwise specified. To the extent such work may not be deemed a “work for hire” under applicable law, the Instructor hereby assigns to Pacific Crest all of its right, title, and interest in and to such work. The Instructor shall execute and deliver to Pacific Crest any instruments of transfer and take such other action that the organization may reasonably request, including, without limitation, executing and filing, at Pacific Crest’s expense, copyright applications, assignments, and other documents required for the protection of Pacific Crest’s rights to such materials.

8. COMPLIANCE WITH PACIFIC CREST’S RULES

Instructor agrees to comply with all of the rules and regulations of Pacific Crest. These can be found in the Staff Handbook as well as in Pacific Crest’s Policies and Procedures at www.pacific-crest.org/policies.

8.1 POLICY FOR STAFF REGARDING ALCOHOL AND DRUG CONSUMPTION

A) The Instructor agrees not to consume alcohol while at work with Pacific Crest. “At work” includes the time period between the beginning of the day, typically the start of rehearsal, and the close of the day, typically the end of rehearsal on rehearsal days and/or critique on show days.

B) The Instructor agrees not to engage in the use of illegal drugs, including but not limited to marijuana, cocaine, amphetamines, tranquilizers, crack cocaine, barbiturates, and diet pills during the term of this Contract. The Program Coordinator or Executive Director may terminate this contract immediately without the obligation for further compensation to Instructor if this provision is breached.

9. NO CONFLICT OF INTEREST; OTHER ACTIVITIES

The Instructor hereby warrants to Pacific Crest that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Instructor is free to engage in other independent contracting activities; provided, however, the Instructor shall not accept work, enter

into contracts, or accept obligations inconsistent or incompatible with the Instructor's obligations or the scope of Services to be rendered for Pacific Crest pursuant to this Agreement.

10. TERM

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 11 of this Agreement.

11. TERMINATION

This Agreement may be terminated:

- i. By either Party on provision of fourteen (14) days written notice to the other Party, with or without cause.
- ii. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within fourteen (14) days of receipt of written notice thereof.
- iii. By Pacific Crest at any time and without prior notice, if the Instructor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the organization, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the termination of this Agreement for any reason, Pacific Crest shall promptly pay the Instructor according to the terms of Statement of Work for Services rendered before the effective date of the termination. The Instructor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

12. RETURN OF PROPERTY

Within five (5) days of the termination of this Agreement, whether by expiration or otherwise, the Instructor agrees to return to Pacific Crest all products, samples, models, or other property and all documents, retaining no copies or notes, relating to the organization's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the Instructor during and in connection with its representation of Pacific Crest. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to Pacific Crest's business, whether prepared by the Instructor or otherwise coming into its possession, shall remain the organization's exclusive property.

13. INDEMNIFICATION

- i. Of Pacific Crest by Instructor. The Instructor shall indemnify and hold harmless Pacific Crest and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Instructor arising from or connected with Instructor's carrying out of its duties under this Agreement, or (ii) the Instructor's breach of any of its obligations, agreements, or duties under this Agreement.
- ii. Of Instructor by Pacific Crest. Pacific Crest shall indemnify and hold harmless the Instructor from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) Pacific Crest's operation of its business, (ii) its breach or alleged

breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) its breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Instructor.

14. USE OF TRADEMARKS

The Instructor recognizes Pacific Crest's right, title, and interest in and to all service marks, trademarks, and trade names used by Pacific Crest and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair Pacific Crest's right, title, and interest therein, nor shall the Instructor cause diminishment of value of said trademarks or trade names through any act or representation. The Instructor shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, whether by expiration or otherwise, the Instructor shall cease to use all of Pacific Crest's trademarks, marks, and trade names.

15. MODIFICATION

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

16. ASSIGNMENT

Pacific Crest may assign this Agreement freely, in whole or in part. The Instructor may not, without the written consent of Pacific Crest, assign, subcontract, or delegate its obligations under this Agreement.

17. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

18. FORCE MAJEURE

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- i. notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- ii. use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

19. NO IMPLIED WAIVER

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

20. NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

(a) If to Pacific Crest:
Stuart Pompel, Executive Director
21231 Fountain Springs Rd
Diamond Bar, CA 91765

(b) If to the Instructor, see final page of this Agreement

21. GOVERNING LAW

This Agreement shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

22. ARBITRATION

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Orange county, state of California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay counsel fees and expenses.

23. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

24. ENTIRE AGREEMENT

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

25. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

26. VOLUNTARY EXECUTION OF AGREEMENT

This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that:

- (i) they have read this Agreement;
- (ii) they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (iii) they understand the terms and consequences of this Agreement and of the releases it contains; and
- (iv) they are fully aware of the legal and binding effect of this Agreement.

27. COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the date first above written.

Instructor Signature:

Pacific Crest Signature:

Date

Stuart Pompel

Date

Instructor Address (Please Print):

APPENDIX C
PACIFIC CREST YOUTH ARTS ORGANIZATION
ONE-YEAR EMPLOYMENT CONTRACT

This Employment Contract (this "Contract") is made effective as of September 1, 2016, by and between **Pacific Crest Youth Arts Organization** ("Pacific Crest"), of 21231 Fountain Springs Rd, Diamond Bar, California, 91765 and [Employee] ("Employee"), of 38245 Murrieta Hot Springs Road #G301, Murrieta, CA 92563.

- A. Pacific Crest is engaged in the business of running a drum and bugle corps.
- B. Pacific Crest desires to have the services of Employee.
- C. Employee is an at will employee of Pacific Crest. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. EMPLOYMENT. Pacific Crest shall employ Employee as the [Title]. Employee shall provide to Pacific Crest the services described in the job description on the attached Exhibit A, which is made a part of this Contract by this reference. Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Pacific Crest and Pacific Crest's supervisory personnel.

2. BEST EFFORTS OF EMPLOYEE. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Pacific Crest. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Pacific Crest may require from time to time.

3. COMPENSATION. Pacific Crest shall pay the Staff Member an annual salary of \$[Stipend], subject to such withholding as is required by law. Payment schedule is as follows:

Salary and payment schedule may be adjusted during the period of this contract by written agreement of the two parties.

4. EXPENSE REIMBURSEMENT. Pacific Crest will reimburse Employee for "out-of-pocket" expenses incurred by Employee in accordance with Pacific Crest's policies in effect from time to time.

5. CONFIDENTIALITY. Employee recognizes that Pacific Crest has and will have information regarding processes, customer lists (including students, applicants, alumni, parents, donors, etc), endorsement agreement provisions, product pricing, future plans, and business affairs and other vital information items (collectively, "Information") which are valuable, special and unique assets of Pacific Crest. Employee agrees that Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of

Initials _____

Pacific Crest. Employee will protect the Information and treat it as strictly confidential. A violation by Employee of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

6. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Contract shall remain in full force and effect even after the voluntary or involuntary termination of Employee's employment.

7. ENDORSEMENT AGREEMENTS: Employee understands that Pacific Crest endorses products manufactured by Jupiter, Mapex, Majestic, Sabian, Remo, Stanbury, Vic Firth, and others (collectively, the Endorsees). Employee agrees to refer positively regarding the association of Pacific Crest and its Endorsees, and will, in no way, discredit the Endorsees' designers or products.

Pacific Crest acknowledges that Employee may work for other performing groups (marching bands, drum and bugle corps, brass or percussion ensembles unaffiliated with Pacific Crest), that have contract agreements with other manufacturers in competition with the Endorsees. Under this circumstance, Employee agrees to remain neutral and not promote the interests of any other manufacturers that compete with Pacific Crest's Endorsees during the Term of this agreement.

8. WORK FOR HIRE: Employee expressly acknowledges and agrees that any work prepared by them under this Agreement shall be considered "work for hire" and the exclusive property of Pacific Crest unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Employee hereby assigns to Pacific Crest all of its right, title, and interest in and to such work. The Employee shall execute and deliver to Pacific Crest any instruments of transfer and take such other action that the organization may reasonably request, including, without limitation, executing and filing, at Pacific Crest's expense, copyright applications, assignments, and other documents required for the protection of Pacific Crest's rights to such materials.

9. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. Employee shall not have the right to make any contracts or commitments for or on behalf of Pacific Crest without first obtaining the express written consent of Pacific Crest.

10. TERM/TERMINATION. Employee's employment under this Contract shall be for **One Year**, beginning on September 1, 2016. This Contract may be terminated by Pacific Crest upon 14 days' written notice, and by Employee upon 14 days' written notice. If Employee is in violation of this Contract, Pacific Crest may terminate employment without notice and with compensation to Employee only to the date of such termination. The compensation paid under this Contract shall be Employee's exclusive remedy.

11. COMPLIANCE WITH EMPLOYER'S RULES. Employee agrees to comply with all of the rules and regulations of Pacific Crest.

11.1 POLICY FOR STAFF REGARDING ALCOHOL AND DRUG CONSUMPTION

A) The Employee agrees not to consume alcohol while at work with Pacific Crest. "At work" includes the time period between the beginning of the day, typically the start of rehearsal, and the close of the day, typically the end of rehearsal on rehearsal days and/or critique on show days.

B) The Employee agrees not to engage in the use of illegal drugs, including but not limited to marijuana, cocaine, amphetamines, tranquilizers, crack cocaine, barbiturates, and diet pills during

Initials _____

the term of this Contract. The Executive Director may terminate this contract immediately without the obligation for further compensation to Staff if this provision is breached.

12. RETURN OF PROPERTY. Upon termination of this Contract, Employee shall deliver to Pacific Crest all property, which is Pacific Crest's property or related to Pacific Crest's business that is in Employee's possession or under Employee's control.

13. NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as above.

Such addresses may be changed from time to time by either party by providing written notice.

14. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. APPLICABLE LAW. This Contract shall be governed by the laws of the State of California.

19. SIGNATORIES. This Contract shall be signed by **Stuart Pompel**, Executive Director on behalf of Pacific Crest Youth Arts Organization and by **Pete Lucero** in an individual capacity. This Contract is effective as of the date first above written.

Stuart Pompel

Date: _____

[Employee]

Date: _____

(See Appendix A on next page)

Initials _____

Employment Agreement
Appendix A – Job Description

Initials _____