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Issue Paper

DATE:

February 17, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with Tri-State Marching Arts for the Dixie Heights Winter Guard to participate in the TMA Sanctioned events which include 2 virtual and 1 in person competition (location to be determined).

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

In previous years, the Dixie Heights Winter Guard has participated in TMA sanctioned live events. The Winter Guard would like to enter to compete in the 2021 upcoming events.

FISCAL/BUDGETARY IMPACT:

Cost of competition entry fees will be paid from the Dixie Band school activity account. Fees have been collected from Winter Guard participants based on the current Board fee schedule. Costs include competition entry fees.

RECOMMENDATION:

Approval to Contract with Tri-State Marching Arts for the Dixie Heights Winter Guard to compete in upcoming TMA sanctioned events.

CONTACT PERSON:

Sarah Shamblin

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

PARTICIPATING GROUP MASTER AGREEMENT

Single School

This Participating Group Master Agreement (the "Agreement") by and between

PARTICIPATING GROUP NAME Dixie Heights Winter Guard ,

PARTICIPATING GROUP CLASS OF COMPETITION Scholastic Regional A ,

PARTICIPATING GROUP ADDRESS 3010 Dixie Highway Edgewood, Kentucky 41017 US ,

("Participating Group") and Tri-state Marching Arts, P.O. Box 19572, Cincinnati, OH 45219 ("TMA") shall be effective on the date of the last execution signature below.

Participating Group desires to compete in TMA-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Group and TMA regarding the relationship between the parties, including during the Events and time between the Events. TMA and Participating Group will agree on additional and supplemental contract terms at the time of, and as a part of, Participating Group's registration for any particular TMA-sanctioned event. Participating Group and TMA now agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Participating Group shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Group will be a school district (or part thereof), or a private organization. Participating Group shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. TMA and Participating Group are independent entities, with no partnership, joint venture, or agency relationship between them.

B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.

C. Participating Group shall be responsible for registering for the Events in which it wishes to compete, using the methods established by TMA and under the conditions established by TMA from time to time. Participating Group shall not be eligible to compete in any TMA-sanctioned event unless this Agreement is in effect.

D. Participating Group shall comply with all rules and regulations prescribed by TMA, including without limitation all adjudication manuals and policy manuals. Copies of all TMA policy and guidance documents are available at TMA's website or upon request.

II. PARTICIPANT PROTECTION AND SAFETY

A. Participating Group shall follow all laws applicable to it, including both the laws of its home state and the laws of the state(s) to which the Participating Group travels. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.

B. Participating Group shall disseminate TMA's policies concerning participant protection and safety to all of its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such TMA policies will be available on TMA's website or upon request.

C. The school district of the Participating Group represents that there are effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Group without reprisal.

D. TMA defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable law, including without limitation so-called "victimless" activities such as prostitution, pornography, and indecent exposure;
- Any misconduct in which actual or suggested sexual relations is an element;
- Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, or gender expression; and
- Any conduct involving harm to a minor.

III. INTELLECTUAL PROPERTY

A. Participating Group shall adhere to all copyright policies set by TMA, which are available at TMA's website or upon request.

B. Participating Group irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any TMA-sanctioned event for any advertising and/or educational purpose, and releases TMA from all claims, liabilities and/or damages which may arise from such use.

C. Participating Group shall not use, or permit any of its members to use, TMA's logo, or any logo or mark substantially similar to or derived from TMA's logo, for any purpose without the express written consent of TMA's Executive Director.

IV. LIABILITY

A. Participating Group agrees that the school/school district insurance policy fully and completely covers all those involved with the group listed in Schedule A while participating in a TMA event.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the students listed in "Schedule A" are students of, and approved by the school to participate as a member of the color guard, percussion, or winds ensemble. This would include homeschooled students that are zoned for this school district.

VI. MISCELLANEOUS

A. To the extent permitted by the laws of the jurisdiction under which the Participating Group is organized, the parties agree that this Agreement shall be construed under the laws of the State of Ohio, and the parties further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts in Ohio and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the Participating Group and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby represents that he or she has the full power and authority to bind the Participating Group to these terms. If the Participating Group is associated with a school, then this Agreement may only be executed by an employee of the school - not an independent contractor - authorized to bind the school to its terms either by law or by a resolution duly adopted by the governing body of the school/organization.

Accepted:

For SCHOOL

Title: School Principal

Dated: _____

Accepted:

For Tri-state Marching Arts:

Angie Campbell

Title: Executive Director

Date: January 1, 2019

Schedule A

SCHOLASTIC ELIGIBILITY CERTIFICATION FOR SINGLE SCHOOLS



Group Name : Dixie Heights Winter Guard

Division: Color Guard

Class: Scholastic Regional A

School Address: Street: 3010 Dixie Highway City: Edgewood State: KY Zip: 41017

School District: Kenton County

International Information:

Principal Name: Nathan Niemi

Principal Telephone: 859.341.7650 ex. 103

Principal E-mail: nathan.niemi@kenton.kyschools.us

Director Name: Sarah Shamblin

Director Telephone: 859-655-9545

Director E-mail: sarah.shamblin@kenton.kyschools.us

I, **Nathan Niemi** hereby certify that the students listed below are all students of '**Kenton County**' and are approved by the school and/or school district to participate as a member of the color guard, percussion or winds ensemble.

LIST OF STUDENTS:

Mia Keene, Sarah Foster, Emily Wischer, Stephanie Miller, Cadence Stewart, Cadence Burroughs, Katy DeVore, Joyanna Singleton, Olivia Hubbard, Olivia Northcutt, Talya Givens, Greta Brennen, Bridgett Brennen,

Signed: _____
(School Principal)

Date: _____

**Upload all documentation in one attachment at DOCUMENTS UPLOAD on the Director Dashboard or
Email to: tristate@tristatemarchingarts.org**