



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

February 16, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract between Winter Guard International (WGI) and Simon Kenton High School for Simon Kenton Winter Guard to compete in the WGI sanctioned events for the 2025-2026 school year. This is a retroactive approval.

APPLICABLE BOARD POLICY:

01.1 Legal Status of Board

HISTORY/BACKGROUND:

Simon Kenton High School Winter Guard previously received approval for participation in a field trip on February 21st-23rd for color guard and indoor winds through the school-sponsored trip process. The contract with WGI was not submitted at the same time the school sponsored field trip was approved.

FISCAL/BUDGETARY IMPACT:

No budgetary impact.

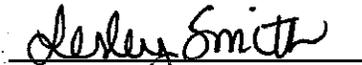
RECOMMENDATION:

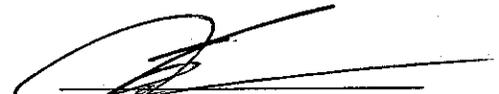
Approval to sign the contract between Winter Guard International (WGI) and Simon Kenton High School for Simon Kenton Winter Guard to compete in the WGI sanctioned events for the 2025-2026 school year. This is a retroactive approval.

CONTACT PERSON:

Craig Reinhart, Principal


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: Simon Kenton High School

PARTICIPATING GROUP SCHOOL DISTRICT: Kenton County

PARTICIPATING GROUP CLASS OF COMPETITION:

Color Guard: Junior SRA SA SO SW
Percussion: PSA PSO PSW PSCA PSCO PSCW
Winds: WSA WSO WSW

PARTICIPATING GROUP ADDRESS: 1132 Madison Pike, Independence, KY 41051

("Participating Group") and Winter Guard International, Inc., 1994 Byers Rd, Dayton, OH, 45342 ("WGI") shall be effective on the date of the last execution signature below through June 30, 2026.

Participating Group desires to compete in WGI-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Group and WGI regarding the relationship between the parties, including during the Events and time between the Events. Participating Group and WGI 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. WGI 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 participate, using the registration guidelines established by WGI for the period of this Agreement. All such registration guidelines are available at wgi.org/registration.
- D. Participating Group shall not be eligible to participate in any WGI-sanctioned event unless this Agreement is in effect.
- E. Participating Group shall comply with all rules and regulations prescribed by WGI, including without limitation all adjudication manuals and policy manuals in effect for the period of this Agreement. All such rules and regulations are available at wgi.org/rules.
- F. Participating Group shall provide to WGI one (1) active mobile phone number to be used for official communication purposes during the period of this Agreement. The designated mobile phone number shall belong to an authorized representative of the Participating Group and must remain active and accessible for the duration of the Agreement. It is the responsibility of the Participating Group to notify WGI promptly of any changes to the designated mobile phone number.

II. PARTICIPANT PROTECTION

- A. Participating Group shall comply with all applicable laws, including those of the state in which the group is based and any state(s) to which the group travels. All laws relating to the protection of participants within youth-

servicing organizations must be strictly observed. In addition, Participating Groups are required to comply to the WGI Code of Conduct.

B. WGI requires Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your country or locale) for all adult supervisors. Adult supervisors are adults in instructional, design, or managerial roles who spend more than two (2) total hours or more per season of in-person interaction. School district, university, or educational institution groups must submit their signed agreement confirming that all adult supervisors have been disclosed to WGI and have been background checked per the school district, university, or educational institution's existing hiring and compliance policies; however, if the school district, university, or educational institution do not have policies for such background checks, the Participating Group must comply with the WGI requirement. Such background checks shall be performed at the direction of the Participating Group's director but in no event less than every two (2) years.

By signing this Agreement, the Participating Group agrees they are fully executing this background check policy and acting in accordance with the WGI Code of Conduct and principles of participant protection. Additionally, the Participating Group represents that the WGI Director of Participant Protection has been fully informed, in writing, if any adult supervisor:

- Has been the subject of an investigation or named in any report or allegation of inappropriate conduct
- Has been terminated, not rehired, or removed from a role due to inappropriate conduct
- Has been reprimanded, suspended, or had teaching of professional privileges revoked for inappropriate conduct.
- Has a record of allegations of inappropriate conduct, including investigative reports, police reports (even without arrest), or public records such as school board or administrative meeting minutes
- Has been involved in past incidents that could negatively impact the reputation of WGI or its participants

The term "inappropriate conduct" includes any conduct that would violate the WGI Code of Conduct but also includes any other conduct that was inappropriate under the circumstances.

C. All adult supervisors, as defined in Section B, must complete WGI-prescribed abuse prevention training prior to engaging in regular contact with participants. This training must be completed within 45 days of assuming a new role and no later than December 31 of the year preceding the competition season. By signing this Agreement, the Participating Group affirms that it requires such abuse prevention training and that it acts in compliance with the WGI Code of Conduct and the principles of participant protection.

D. Participating Group shall disseminate WGI's policies concerning participant protection to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies or to the policies of the school district or educational institution with which the Participating Group is affiliated, if those policies are substantially similar or more protective than WGI's policies. All participant protection policies are available on WGI's website or upon request.

E. The school district, university, or educational institution affiliated with 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. This also includes the responsibility to respond to all complaints or reports of policy violations by conducting an effective internal investigation, reporting the matter to the appropriate external authorities as may be necessary and taking appropriate and effective remedial action under the circumstances.

F. WGI defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable local, state, and federal 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.

G. If a Participating Group becomes aware of any information—whether oral or written, "informal" or "formal"—that suggests a potential Code of Conduct violation connected to individuals or activities associated with the Participating Group, WGI must be immediately notified in writing to the extent permitted by local, state, and federal privacy laws.

H. Participating Groups shall promptly and fully respond to all WGI requests for information regarding their compliance with this Agreement, subject to applicable local, state, and federal privacy laws. This obligation includes full cooperation in any compliance audit or inquiry into alleged misconduct.

III. PUBLICITY RIGHTS

A. Participating Group shall adhere to all copyright guidelines established by WGI for the period of this Agreement. All copyright guidelines are available at wgi.org/copyright.

B. Participating Group grants WGI the right to photograph, record and/or videotape Participating Group in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and to the extent permitted by applicable law, Participating Group agrees to indemnify and hold harmless WGI for any Claims associated with such grant and right to use.

C. Participating Group will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of WGI including, but not limited to, the terms "WGI", "Sport of the Arts", and the WGI logo, or any simulation, abbreviation or adaptation of the same without WGI's prior, written, express consent. WGI may withhold such consent in WGI's absolute discretion.

D. All audio recordings of adjudicator commentary ("Judge Recordings") are provided by WGI solely for the instructional use of the Participating Group. These recordings may be shared internally among members and adult supervisors of the group for training and educational purposes. Recordings may not be copied, posted online, distributed, or used outside of the Participating Group without prior written consent from WGI. Each Participating Group assume responsibility for safeguarding the confidentiality of these recordings.

IV. LIABILITY

A. Participating Group represents and agrees that the applicable school district self-insurance, school or school district insurance policy fully and completely covers, on either a primary or secondary basis as applicable, all those involved with the Participating Group while participating in a WGI-sanctioned event.

B. To the extent permitted by applicable law, Participating Group agrees to defend, indemnify and hold harmless WGI, their trustees, directors, officers, agents and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with the activities of the Participating Group including, but not limited to, performances, rehearsals, travel and participation in any WGI events; their performance of this Agreement; for any breach of this Agreement or for the negligent or willful acts or omissions of their trustees, directors, officers, agents, employees, volunteers, performers and/or members.

C. Participating Group agrees to have each participant sign the applicable Performer Release Form (minor or adult) and file these forms with WGI before participating in a WGI-sanctioned event. Participating Group acknowledges that it will not be eligible to participate in any WGI-sanctioned even until WGI has received signed Performer Release Forms from all participants.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the Participating Groups' total membership are students from the same school, schools that feed directly into that school, or home-schooled students that reside within school district boundaries and are approved by the school to participate in WGI-sanctioned events.

VI. MISCELLEANOUS

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 the Participating Group, and the parties further agree that the federal and state courts located in the state of the Participating Group 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 of the Participating Group 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. This Agreement may only be executed by an employee of the school or school district-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 or educational institution.

C. This Agreement is an offer to the Participating Group by WGI to enable the Participating Group to participate in WGI-sanctioned events on the terms and conditions specified in this document, in the exact form in which it was presented to the Participating Group. Any modification to this document renders the entire document void and there shall be no agreement between WGI and the Participating Group unless the modification is initialed or otherwise specifically approved in writing by an authorized official of WGI.

Accepted:

For _____
School/Group Name

Name: _____

Administrator Title: _____

Dated: _____

Accepted:

For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis



Title: Chief Executive Officer

Dated: September 9, 2025