



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-02-05 10:05 - School Board Operational Meeting	Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time		
I-2.	ITEMS			
	CATEGORY			
	I. OFFICE OF THE SUPERINTENDENT			
	DEPARTMENT			
	Office of School Performance & Accountability			
TITLE:		Open Agenda		
		<input type="radio"/> Yes <input checked="" type="radio"/> No		

TITLE:
Winter Guard Competition

REQUESTED ACTION:
Approve the agreement between Winter Guard International, Inc. and The School Board of Broward County, Florida. The term of this agreement shall be from February 22, 2019 to April 30, 2019.

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida partners with Winter Guard International, Inc. to provide students with opportunities to participate in athletic competitions in this field.
This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
This agreement will be executed by Winter Guard International, Inc. after School Board approval.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District's General Fund balance.

EXHIBITS: (List)
(1) Executive Summary (2) Winter Guard Contract

BOARD ACTION: <div style="text-align: center; font-size: 24pt; font-weight: bold; margin: 10px 0;">APPROVED</div> <small>(For Official School Board Records Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Name: Valerie S. Wanza, Ph.D.</td> <td style="width: 30%;">Phone: 754-321-3838</td> </tr> <tr> <td>Name: Alan Strauss</td> <td>Phone: 754-321-3810</td> </tr> </table>	Name: Valerie S. Wanza, Ph.D.	Phone: 754-321-3838	Name: Alan Strauss	Phone: 754-321-3810
Name: Valerie S. Wanza, Ph.D.	Phone: 754-321-3838				
Name: Alan Strauss	Phone: 754-321-3810				

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Valerie S. Wanza - Chief School Performance & Accountability Officer
 Signature: Valerie S. Wanza
 1/25/2019, 10:48:49 AM

Approved In Open Board Meeting On: FEB 05 2019
 By: Heather P. Burkhardt
 School Board Chair

Executive Summary

Winter Guard Competition

Winter Guard International, Inc. organizes and operates regional and world Winter Guard competitions. This agreement allows our schools with winter guard teams to compete in regional and world competitions through Winter Guard International, Inc.

Students from the schools participating in these competitions practice to perfect their craft and represent their schools and district. Through participation in these experiences, students garner scholarship opportunities, teamwork skills; leadership skills, and exposure to the fine arts.

The schools listed below will be participating in regional or world competitions.

Flanagan High School

West Broward High School

Stoneman Douglas High School

Cooper City High School

JP Taravella High School

Monarch High School

Coral Springs High School

Lyons Creek Middle School

This agreement has no financial impact on the District's General Fund balance.

PARTICIPATING GROUP MASTER AGREEMENT
Multiple Schools

This Participating Group Master Agreement (the "Agreement") by and between
PARTICIPATING GROUP NAME The School Board of Broward County Florida ,
PARTICIPATING GROUP CLASS OF COMPETITION Scholastic World ,
PARTICIPATING GROUP ADDRESS 600 S.E. 3rd Avenue, Fort Lauderdale Florida 33301 ,

("Participating Group") and Winter Guard International, Inc., 2405 Cross Pointe Drive, Dayton, Ohio 45342 ("WGI") shall be effective on the date of the last execution signature below and shall end on April 30, 2020.

Participating Group desires its district schools to compete in WGI-sanctioned events ("the Events") as selected by the respective school. 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. WGI 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 WGI-sanctioned event. 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's schools shall be responsible for registering and paying for the Events in which it wishes to compete, using the methods established by WGI and under the conditions established by WGI from time to time. Participating Group shall not be eligible to compete in any WGI- sanctioned event unless this Agreement is in effect.

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

II. PARTICIPANT PROTECTION AND SAFETY

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.

A. Participating Group shall disseminate WGI'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 WGI policies will be available on WGI's website or upon request.

B. Participating Group shall maintain 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.

C. If the Participating Group receives information of any kind (oral or written, "informal" or "formal") suggesting that misconduct has occurred that is connected in any way to individuals or activities associated with the Participating Group, and if the suggested misconduct meets any of the following criteria, then Participating Group shall inform WGI of the information in writing immediately to the extent local, state, or federal privacy laws allow:

- 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.

Participating Group shall conduct an effective internal investigation, report the matter to the appropriate external authorities as may be necessary, and take appropriate and effective remedial action under the circumstances.

D. Participating Group shall promptly and completely respond to all requests for information from WGI concerning Participating Group's compliance with its obligations under this section II to the extent local, state, or federal privacy laws allow.

III. INTELLECTUAL PROPERTY

A. Participating Group shall indemnify and hold harmless WGI and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out of any act or omission of the Participating Group.

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

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

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

B. The parties mutually agree to defend, indemnify and hold harmless each other, 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, their performance of this Agreement for any breach of this Agreement or the negligent or willful acts or omissions of their trustees, directors, officers, agents and employees as indicated in this section. Participating Group's liability is limited to the limits referenced in Section 768.28, Florida Statutes.

C. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

V. SCHOLASTIC ELIGIBILITY AND SBBC DISCLOSURE OF EDUCATION RECORDS

A. Participating Group will provide WGI the records listed in this section to enroll students in the Winter Guard competitions.

B. Participating Group will provide WGI with the following education records: students' first and last names, and name of school.

C. Utilizing the Schedule A form attached, each school shall submit to WGI a list of its students that are approved by that respective 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.

D. Participating Group will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section.

E. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation

regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending Participating Group and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Participating Group, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Participating Group arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

VI. MISCELLANEOUS

A. The parties agree that this Agreement shall be construed under the laws of the State of Florida, and the parties further agree that the federal and state courts located in Florida 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 located in Ohio, and agree that such courts are the only proper venue for the resolution of disputes between them.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby warrants and 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.

C. **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.


D. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a

format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

ACCEPTED:
(Corporate Seal)



ATTEST:


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Winter Guard International, Inc. - 2
Date: 2019.01.18 07:56:09 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

ACCEPTED:

For WINTER GUARD INTERNATIONAL, INC.:



A handwritten signature in cursive script, appearing to read "Ron Paul", is written over a horizontal line.

Title: Executive Director

Dated: 2/11/19

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Exhibit A



**SCHOLASTIC ELIGIBILITY CERTIFICATION
FOR A SINGLE SCHOOL**

This form is to certify scholastic eligibility for students participating in Winter Guard International (WGI) events. All performers of a competing group in any scholastic must be approved for participation by the principal of the sponsoring school. Each scholastic group shall submit the provided Scholastic Eligibility Certification Form signed by the authorizing school principal or administrator listing all approved participants of that school's group to the WGI Office. Scholastic Letters must be received by the entry deadline date, 5 weeks before your first performance. Groups failing to do so WILL NOT be permitted to complete.

Group Name :

Division:

Class:

School City:

School State:

School Principal Name:

Principal Telephone:

Principal Email:

Director or Instructor Name:

Director Telephone:

Director Email:

I, <School Principal Name> hereby certify that the students listed below are all students of <Group Name> 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:

Signature of Principal

Date

Upload on Director Dashboard "DOCUMENTS UPLOAD" section or Email to: letters@wgi.org