

WGASC/ADLA CODE OF CONDUCT FOR PARTICIPATING GROUPS & MASTER AGREEMENT

WGASC/ADLA enforces a strict code of conduct for its employees, independent contractors and volunteers. It is equally important to enforce a strict code of conduct for its instructors and performers.

Definitions:

Participant: A person who is performing with a member group.

Staff: A person who is engaged by a member group in an instructional or administrative capacity.

Volunteer: A person who gives of their time freely to a member group as a chaperone or provides support in any capacity.

All groups participating in any WGASC/ADLA sanctioned event must accept and act under the policies and procedures outlined within this Code of Conduct.

WGASC/ADLA will not tolerate conduct that impacts negatively on the organization or the experience of our performers. All participants, staff, and volunteers should consider themselves as ambassadors of WGASC/ADLA. All parties are not only expected to uphold these policies but help remind others of them when necessary.

Further, WGASC/ADLA reserves the right to discipline, discharge or suspend participants, staff or volunteers who engage in unlawful activity at a WGASC/ADLA sanctioned event to the extent consistent with applicable law.

ALCOHOL & CONTROLLED SUBSTANCES

WGASC/ADLA participants have the right to participate in an environment free of alcohol and controlled substances. WGASC/ADLA participants are not to possess, distribute or be under the influence of alcohol or controlled substances.

SEXUAL MISCONDUCT

WGASC/ADLA strictly prohibits all conduct, which could pose a threat to the safety of participants of a WGASC/ADLA sanctioned event. Any concerns should be directed to the WGASC/ADLA president.

WGASC/ADLA encourages all instructors, staff, and volunteers to take the Safe Sport course which is required by WGI for all who plan to attend regionals and world championships.

CODE OF CONDUCT FOR PARTICIPATING GROUPS

Participating groups shall maintain effective internal policies and procedures for the protection and safety of its participants, staff, and volunteers, including without limitation the ability of any individual to report suspected misconduct to the leadership of the participating group without reprisal. 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.

Anyone found to have participated in misconduct that threatens the safety of a participant will be disciplined as WGASC/ADLA finds appropriate, up to and including a permanent ban from association with any WGASC/ADLA-sanctioned event in any capacity.

I certify that all adults working on the school's behalf who come into direct contact and supervision of any students in my ensemble have completed our school's Mandated Reporter Training, in compliance with California Assembly Bill 1432 and that they will remain in compliance throughout the entire competitive season.

For more information on how to complete the requirement, please speak to your school or district's Human Resources department.

HARASSMENT

Behavior that may be considered inappropriate or may be deemed as harassment is not allowed. Harassment refers to a full spectrum of offensive behavior. When the term is used in a legal sense, it refers to actions that can be found to be threatening or disturbing, and beyond those that are sanctioned by society. Conduct that creates a hostile environment is prohibited. Such conduct may include:

- Any harassing behavior about, in whole or in part, an individual's race, sex, gender, sexual orientation, ethnicity, or gender expression
- Repeated unwanted sexual flirtations, advances, or propositions
- Verbal abuse of a sexual nature
- Verbal comments about an individual's body
- Sexually degrading words used to describe an individual
- Unwanted physical contact
- Cyber-bullying or social media abuse
- Any other behavior that is not socially acceptable in a professional environment

Any participant, staff or volunteer who is found in an investigation to have harassed another participant, staff, employee, contractor, volunteer, or customer of WGASC/ADLA will be subject to appropriate disciplinary actions, including suspension.

ANTI-RETALIATION AND WHISTLEBLOWER POLICY

In an effort to protect all interested parties and address our commitment to integrity and ethical behavior, WGASC/ADLA will not tolerate any retaliation against anyone who makes a good faith report, or threatens to make a good faith report, regarding WGASC/ADLA, another organization, or an individual, whose suspected violation of the law or other violation endangers the health or safety of a participant, any personnel of WGASC/ADLA or a participating group, or the general public.

GENERAL CONDUCT

Our reputation depends on the conduct of all parties involved in WGASC/ADLA. Good manners, courtesy, and common sense are generally all that is required to ensure appropriate conduct and behavior. Conduct or language that could be perceived by a reasonable person as being rude, inappropriate, abusive, disorderly, derogatory, immoral, or threatening will not be tolerated.

SOCIAL NETWORKING

WGASC/ADLA respects the right to use social networking sites and does not wish to discourage self-publishing or self-expression. Nevertheless, we expect all involved in WGASC/ADLA to follow applicable guidelines and policies. All persons using social media should be clear that any posts are their own and they are not authorized to speak on behalf of WGASC/ADLA.

Our policies prohibit the use of social media to post or display comments that are vulgar, obscene, threatening, intimidating, harassing, or hostile on account of race, color, religion, national origin, age, sex, sexual orientation, veteran status, marital status, physical or mental disability, or any other basis or characteristic protected by applicable law.

DISCIPLINARY ACTION

Individual participants, staff, or volunteers who are found to be in violation of this Code of Conduct will be subject to further investigation as conducted by WGASC/ADLA administration. Based on the circumstances considered, the decision to apply disciplinary action or dismissal can be at the sole discretion of the WGASC/ADLA executive committee.

In extreme circumstances, termination of a group's participation in WGASC/ADLA may be considered if thorough an investigation finds their management has recklessly or continually put participants, staff, or volunteers in unsafe situations or ignored flagrant violations of this Code of Conduct.

The type of action taken depends on the facts and circumstances surrounding each situation. Please note that the corrective action may vary, or steps skipped, depending on the circumstance. It is important to note that the type of action applied, as well as any prior notice of action, is at WGASC/ADLA's sole discretion.

The policies of this Code of Conduct should provide all participants, staff, and volunteers with an understanding of what is considered appropriate or inappropriate behavior. While all possible circumstances are impossible to delineate, those participating with WGASC/ADLA should not take any chances with the spirit and intent of these guidelines.

PARTICIPATING GROUP MASTER AGREEMENT

Participating Group desires to compete in WGASC/ADLA-sanctioned events (“the Events”). The following terms constitute an agreement made between the Participating Group and WGASC/ADLA regarding the relationship between the parties, including during the Events and time between the Events. WGASC/ADLA 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 WGASC/ADLA-sanctioned event. Participating Group and WGASC/ADLA 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. WGASC/ADLA 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 WGASC/ADLA and under the conditions established by WGASC/ADLA from time to time. Participating Group shall not be eligible to compete in any WGASC/ADLA- sanctioned event unless this Agreement has been acknowledged.

D. Participating Group shall comply with all rules and regulations prescribed by WGASC/ADLA, including without limitation all adjudication manuals and policy manuals. Copies of all WGASC/ADLA policy and guidance documents are available at WGASC/ADLA’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 WGASC/ADLA's policies concerning participant protection and safety to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such WGASC/ADLA policies will be available on WGASC/ADLA's website or upon request.

C. 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

D. 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 to individuals or activities associated with the Participating Group, and if the suggested misconduct meets any of the following criteria, the Participating Group shall inform WGASC/ADLA of the information in writing immediately to the extent local privacy laws allow:

III. INTELLECTUAL PROPERTY

A. Participating Group shall indemnify and hold harmless WGASC/ADLA 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 WGASC/ADLA, which are available at WGASC/ADLA'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 WGASC/ADLA-sanctioned event for any advertising and/or educational purpose, and releases WGASC/ADLA from all claims, liabilities and/or damages which may arise from such use.

D. Participating Group shall use, or permit any of its members to use, WGASC/ADLA's logo, or any logo or mark substantially similar to or derived from WGASC/ADLA's logo, for any purpose without the express written consent of WGASC/ADLA.

IV. LIABILITY

A. Participating Group shall comply with the insurance requirements applicable to the events for which it registers.

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.

V. MISCELLANEOUS

A. The parties agree that this Agreement shall be construed under the laws of the State of California, and the parties further agree that the federal and state courts located in California shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement.