

WGAZ

P E R F O R M I N G A R T S

2018-2019 By-Laws



For the purposes of this document WGAZ refers to WinterGuard Arizona, Inc., a not for profit Corporation registered with the State of Arizona.

While WGAZ follows the rules and regulations set forth by WGI, there are specifics that govern WGAZ's organization in the state of Arizona, thus WGAZ's by-laws, rules and regulations will supersede WGI's in this circuit.

Philosophy of WGAZ

WGAZ follows the Philosophy of WGI, Winter Guard International. (Please refer to the WGI Colorguard and Percussion Adjudicator's Manual available to all members of WGAZ through CompetitionSuite.)

Philosophy of the Scoring System

WGAZ follows the Philosophy of the Scoring System as set forth by WGI, Winter Guard International. (Please refer to the WGI Colorguard and Percussion Adjudicator's Manual available to all members of WGAZ through CompetitionSuite.)

Philosophy of Judging

WGAZ follows the Philosophy of Judging, Teacher – Counselor – Critic as set forth by WGI, Winter Guard International. (Please refer to the WGI Colorguard and Percussion Adjudicator's Manual available to all members of WGAZ through CompetitionSuite.)



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1.0 Membership and Dues.

Membership shall be open to those who qualify as one of the following membership classifications:

UNIT – Any scholastic or independent unit, which is recognizable as a bona fide competitive colorguard or percussion line.

BOARD MEMBER– Any member holding an elected office on the Executive Board.

JUDGE – Any member of the WGAZ Judge’s Community. WGAZ will provide adjudicators with the training and resources necessary to adjudicate WGAZ sponsored competitions.

1.1 Unit membership requirements include current application on file, paid membership dues, posting of a Surety Bond and verification of enrollment signed by Band Director/Director and building principal for scholastic units or Director for independent units. All scholastic unit members must be enrolled in the same high school or in a feeder program of that high school.

1.2 All independent units competing at WGAZ events shall provide proof of general liability and accident medical insurance to the WGAZ Vice President before performing at a WGAZ sanctioned event for the current season. The following are the minimum guidelines for WGAZ competition.

General Liability \$1,000,000 general liability coverage per independent unit. This coverage protects your unit, instructors, directors, and officers against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims. This coverage will also allow any unit to rent rehearsal facilities as most require proof of coverage.

Accident Medical \$10,000 accident medical coverage per independent unit. This covers excess medical payments (instructors and performers) at all activities sponsored and supervised by the unit (rehearsals and performances) as well as travel in a group and travel individually from member's home.

1.3 A Surety Bond is posted once by a unit and remains intact from season to season. Should a unit not perform at a contest, which they are scheduled to perform at, the unit's Surety Bond becomes forfeit and must be reposted prior to the unit's next performance.

1.3.1 If a unit must withdraw from a contest during the season, they must contact the WGAZ Treasurer at least twenty-one (21) business days prior to the contest date. Failure to notify WGAZ Treasurer at least twenty-one (21) business days prior to the contest will result in forfeiture of the unit's surety bond. The Show Coordinator will inform the Treasurer of any such forfeiture the day of the contest.

1.4 Membership registration for WGAZ, for each season, will occur through the WGAZ website, beginning on 10/1 of the current year. Membership payments must be postmarked by 11/30 of the current year to not incur the \$100.00 late fee.

Should a unit post through the website on or after 12/1 of the current year; the membership fee will be increased by \$100.00.



1.4.1 Members will have the choice to pay a full membership which entitles that unit to register for up to five shows or a general membership where each fee is separate. Show registration must also be completed at time of registration.

Each unit is required to pay one of the membership fee structures each season. The entry fee for each regular season contest will be announced prior to the season and will appear on the WGAZ website and announced at membership meetings. Membership fees are per unit.

1.5 Each competitive unit must compete in a minimum of three WGAZ sanctioned competitions in order to qualify to compete in the WGAZ Circuit Championships. Competing in the Phoenix WGI regional will count as one sanctioned show. Units located more than 100 miles one way from downtown Phoenix must compete in one WGAZ sanctioned competition to be eligible for the WGAZ Championship competition.

1.6 All fines, fees or bills of any kind due to WGAZ must be paid three weeks prior to the participation of the next show or the WGAZ Championship competition, whichever comes first.

1.7 Fines can only be waived by a vote of the WGAZ Board.

1.8 Visiting units may compete in WGAZ shows for a fee. Should a visiting unit fail to notify WGAZ, in writing, of the intent to not appear twenty-one (21) business days prior to the scheduled show, this will result in forfeit of fee. In such case the contest sponsor will receive one half of the fee with the remaining half going to the circuit operating fund.

Penalty: The Penalty for violating any requirement in the Membership and Dues section is the inability to compete in WGAZ until all issues have been resolved.

2.0 Surety Bond

2.1 Payment of Bond

2.1.1 New member unit shall provide the Circuit at the time of application a surety bond.

2.1.2 A member unit may, at the conclusion of the contest year, allow its performance bond to remain with the Circuit by not requesting, in writing, the return of said bond.

2.1.3 A member unit bond will be carried over during a period of the unit's inactivity, but this shall not exceed the period of one fiscal year.

2.1.4 Bonds which are unclaimed by renewal of membership or by written notice of inactivity requesting carry over shall be transferred into the general operating fund of the Circuit.

2.2 Forfeiture of Bond

2.2.1 Units that fail to appear at a contest for which they have registered will forfeit their surety bond and will be required to repost surety bond prior to their next competition. The forfeited surety bond will be paid 50% to the show host by WGAZ and 50% retained by WGAZ.



2.2.2 Mitigating circumstances will be reviewed and decided by the Board. Notification of appeal must be sent to the President via email within one week of the show where forfeit occurred.

3.0 Eligibility

3.1 It is the responsibility of Scholastic Unit Directors to insure compliance with all school, district and state academic and athletic eligibility regulations.

3.2 A marching member may perform in a Scholastic and Independent or Collegiate/Senior unit during the season. No marching member may perform in more than one (1) Scholastic, Independent or Collegiate/Senior unit within the same class.

3.3 Independent units may not recruit students who are/have been active members of their school's Scholastic unit during that current school year if the scholastic unit is a current member of the WGAZ circuit. Current school year pertains to outdoor marching band and indoor colorguard/percussion programs. It is the Independent unit's directors' responsibility to ensure that the student does not have a scholastic unit at their school prior to having that student as a member of their organization. Failure to comply with the following regulations could result in the unit's loss of membership in WGAZ at the discretion of the Board of WGAZ.

3.4 A student's first obligation is to their school's scholastic colorguard/percussion programs. If a student is a member of their school's outdoor marching band and/or scholastic colorguard/percussion unit at any time during the current school year which precedes the competitive winter season, and the student wishes to leave that unit and join an Independent or Collegiate/Senior unit, a letter must be submitted and on file with the Vice President of WGAZ stating that the student is officially released of any obligations to the Scholastic unit. This letter must be signed all parties involved including: the student, a parent or guardian of the student, the director of the Independent or Collegiate/Senior unit and the official credentialed teacher in charge of the Scholastic unit or a school administrator (non-credentialed or walk-on coaches signatures are not valid).

3.5 If a student decides to participate with an Independent or Collegiate/Senior unit as well as their Scholastic unit, a letter stating that the Scholastic unit takes priority must be signed by the student, a parent or guardian of the student, the director of the Independent or Collegiate/Senior unit and the credentialed teacher in charge of the Scholastic unit. A copy of this letter must be submitted and on file with the Vice President of WGAZ and it is recommended that a copy of this letter also be given to the student, the Independent or Collegiate/Senior unit and the Scholastic unit.

3.6 If a student from a school with a Scholastic unit that is a member of WGAZ is not a member of that unit during the current school year which proceeds the competitive winter season and chooses to join an Independent or Collegiate/Senior unit, no letter is necessary.

3.7 Members of units in Independent classifications may not change units within WGAZ after the first (1st) of December, which precedes the competitive season, without the written consent from the directors of both units involved.



3.8 If a member changes unit from one season to the next and leaves a debt with the prior unit, the directors of both units are encouraged to resolve the debt prior to the member performing with the new unit.

3.9 WGAZ follows the WGI age eligibility rules.

3.10 Each unit appearing at a WGAZ contest shall be prepared to show proof of a member's age.

3.12 Units whose total membership comes from the same high school and/or middle schools that feed into said high school may compete in the Scholastic classification provided by WGAZ. Units whose total membership comes from more than one high school and/or middle schools that do not feed into said high school are not eligible to compete in the Scholastic classification and will compete in the Independent classification.

3.13 WGAZ will follow WGI rules for minimum and maximum number of performers on the floor.

Penalty: The Penalty for violating any requirement in the eligibility section is disqualification and the unit's position and standing in the contest shall be forfeited.

4.0 WGAZ Contest Staff Compensation

4.1 Contest Staff compensation will be based on the number of units on the competition day. Staff's pay includes critique time. The WGAZ Board of Directors will review and set the compensation annually.

4.2 Contest Staff referenced in this section includes the following:

4.2.1 Guard Judges – Captions outlined by the current WGI manual

4.2.2 Percussion Judges – Captions outlined by the current WGI manual

4.2.3 Timing and Penalty (TnP) Judge(s)

4.2.4 Sound Person

4.2.5 Tabulator / Multimedia Coordinator

4.2.6 Contest Director



5.0 Circuit Organization– length of service, responsibilities

5.1 The administration of WGAZ shall be vested in the President, who shall have a staff of officers.

5.2 The voting members of the WGAZ membership shall elect all officers with the exception of the office of Past President.

5.3 The officers, as listed in this section, shall become the WGAZ Board.

5.4 All officers shall be at least 21 years of age prior to their election.

5.5 Any officer absent for three consecutive WGAZ membership or Board meetings shall be reviewed for removal from office. The Board at the following WGAZ Board meeting will fill the vacancy.

5.6 The offices of President, Vice President and shall serve concurrent terms during the fiscal year as officers of WinterGuard Arizona, Incorporated.

5.7 In the event of death, resignation, or incapacity in the office of President, the Vice President shall advance to the higher office and a special election shall be held within 30 days to fill the office of Vice President.

5.8 President

5.8.1 Length of Service: 2 Years

5.8.2 Responsibilities: The President shall supervise and control all business and affairs of WGAZ. He/she is empowered to sign any contracts or instruments which the membership or board of directors, on behalf of the membership, has authorized to be executed. He/she shall appoint such committees as may be deemed necessary. He/she shall enforce official board policies and other such duties as deemed necessary. He/she is responsible for yearly filings to obtain or maintain corporate and/or not-for-profit status.

5.9 Past President

5.9.1 Length of Service: 1 Year

5.9.2 Responsibilities: The Past President shall serve the WGAZ membership by assisting the President in the smooth continuation of all circuit operations, and in general, perform all duties incidental to the office of Past President and such other duties as may be assigned by the President.

5.10 Vice President

5.10.1 Length of Service: 2 Years

5.10.2 Responsibilities: The Vice President shall serve the WGAZ membership and shall, in the absence of the President, perform the duties of the President. In addition, the Vice President shall serve as Custodian of the Historical Records, such as but not limited to membership certification,



insurance verification, past champions, of WGAZ. He/she shall perform such other duties as may be assigned by the President.

5.11 Treasurer / Admin Asst.

5.11.1 Hired Position at the discretion of the WGAZ Board

5.11.2 The Treasurer/Admin Asst. is not a voting member of the WGAZ Board.

5.11.3 Responsibilities: Attend all WGAZ Board and Membership meetings. The Treasurer shall have charge of, control of, and be responsible for all funds of the Circuit; receive and give receipts for all monies due and payable to the Circuit from any source and deposit all such monies in the name of the Circuit in such banks as may be selected by the staff; and in general, perform all the duties incidental to the position of Treasurer and such other duties as may be assigned by the President.

Compensation for this position shall be based on a 9 month position and not exceed \$4,500.00 per year.

5.12 Secretary

5.12.1 Length of Service: 2 Years

5.12.2 Responsibilities: The Secretary serves the WGAZ membership by keeping the minutes of all WGAZ meetings; see that all notices are given, provide documents to the Vice President. He/she shall keep a register of the members and their addresses and, in general, perform all duties incidental to the office of Secretary and such other duties as may be assigned by the President.

5.13 Colorguard Judges Coordinator

5.13.1 Length of Service: 2 Years

5.13.2 Responsibilities: The Judges Coordinator serves the WGAZ memberships by assigning qualified adjudicators to contests operated under WGAZ's auspices. In addition, he/she conducts yearly education for judges to keep them current in the adjudication system. Perform all duties incidental to the office of Judges Coordinator and such other duties as may be assigned by the President.

5.14 Percussion Judges Coordinator

5.14.1 Length of Service: 2 Years

5.14.2 Responsibilities: The Percussion Judges Coordinator serves the WGAZ membership by assigning qualified adjudicators to contests operated under WGAZ's auspices. In addition, he/she conducts yearly education for judges to keep them current in the adjudication system. Perform all duties incidental to the office of Judges Coordinator and such other duties as may be assigned by the President.



5.15 Show Host Coordinator

5.15.1 Length of Service: 2 Years

5.15.2 Responsibilities: The Show Coordinator serves the WGAZ memberships by preparing WGAZ's commitment to the Show Host, which includes the show Order of Performance and spiel sheets. The Show Coordinator also maintains the Contest Sponsor Handbook and provides a yearly meeting and ongoing support to the contest sponsors on how to successfully host a WGAZ contest, and in general, perform all duties incidental to the office of Show Coordinator and such other duties as may be assigned by the President.

5.16 Percussion Liaison

5.16.1 Length of Service: 2 Years

5.16.2 Responsibilities: The Percussion Liaison serves the WGAZ membership by providing support to the Percussion member units. He/she will serve as the first point of contact for the member units for questions and issues regarding membership and the operation of WGAZ. The Liaison will work closely with the Judge's Coordinator and caption heads with education to the circuit and judges. In addition, he/she will facilitate the Percussion Advisory Committee, and will bring issues of interest to the WGAZ Board's attention, and in general, perform all duties incidental to the office of Percussion Liaison and other duties as requested by the President.

5.17 Percussion Advisory Committee

5.17.1 The Percussion Advisory Committee sets the artistic and competitive direction of the WGAZ Percussion circuit. The WGAZ Director of Percussion will facilitate the Percussion Advisory Committee. The Committee will consist of the previous year's medalists of each class and will discuss and vote on issues related specifically to percussion such as classifications, show procedures, clinics and educational events, and other topics of interest to the percussion members. The Percussion Advisory Committee will report its recommendations to the WGAZ Board and General Membership. Time for these meetings shall also occur before general membership meetings, and will not overlap with show host meetings.

5.18 Colorguard Liaison

5.18.1 Length of Service: 2 Years

5.18.2 Responsibilities: The Colorguard Liaison serves the WGAZ membership by providing support to the Colorguard member units. He/she will serve as the first point of contact for the member units for questions and issues regarding membership and the operation of WGAZ. The Liaison will work closely with the Judge's Coordinator and caption heads with education to the circuit and judges. In addition, he/she will facilitate the Colorguard Advisory Committee, and will bring issues of interest to the WGAZ Board's attention, and in general, perform all duties incidental to the office of Colorguard Liaison and other duties as requested by the President.



5.19 Colorguard Advisory Committee

5.19.1 The Colorguard Advisory Committee sets the artistic and competitive direction of the WGAZ Colorguard circuit. The WGAZ Director of Colorguard will facilitate the Colorguard Advisory Committee. The Committee will consist of the previous year's medalists of each class and will discuss show procedures, clinics and educational events, and other topics of interest to the Colorguard members. The Colorguard Advisory Committee will report its recommendations to the WGAZ Board and General Membership. Time for these meetings shall also occur before general membership meetings, and not to overlap with show host meetings.

5.20 Committee Chairpersons

5.20.1 Length of Service: At the pleasure of the President.

5.20.2 Responsibilities: Committee Chairpersons are appointed by the WGAZ President and serve the membership of WGAZ at the pleasure of the President. Committee Chairpersons are responsible for key areas of interest to the WGAZ Membership such as Marketing, Evaluation Show, Championship Show, Re-Classification, Education, and Scholarships. All Committees are responsible to the WGAZ President, and in general, perform all duties incidental to the office of Committee Chairperson and such other duties as may be assigned by the President.

5.21 Marketing Director

5.21.1 Hired position at the discretion of the WGAZ Board

5.21.2 The Marketing Director is not a voting member of the WGAZ Board.

5.21.3 Responsibilities: Serve as the voice of WGAZ in the community. This individual will be responsible for heading up all marketing efforts to include; community outreach, WGAZ representation in the schools, media promotions, seeking donations, and sponsorships and all other duties deemed necessary by the board: and in general, perform all the duties incidental to the position of Marketing Director and such other duties as may be assigned by the President.

Compensation for this position shall be based on a nine (9) month position and not exceed \$4,500.00 per year.

6.0 Election of Officers

6.1 Offices

6.1.1 President

6.1.2 Vice President of Records

6.1.3 Secretary

6.1.4 Judges Coordinator - Percussion

6.1.5 Judges Coordinator – Colorguard

6.1.6 Show Host Coordinator

6.1.7 Percussion Liaison

6.1.8 Colorguard Liaison

6.2 Nominations

6.2.1 Elections shall be held every year during the month of May.

The following positions will be elected in an odd year of the other board positions:

-Vice-president, -Secretary, -Percussion Liaison, -Colorguard Liaison

The following positions will be elected in an alternating year of the other board positions:

-President, -Judges Coordinator(s), -Show Host Coordinator

6.2.2 The President shall appoint a Nominating Committee.

6.2.3 The Nominating Committee will provide biographies to the membership prior to the May meeting.

6.2.4 Nominations may be made from the floor at the election meeting.

6.2.5 Board members may only hold one elected position at a time except in cases of termination or resignation of elected officials, in which case an existing board member may temporarily (less than one year) be designated to assume a second role until elections are held.

6.3 Elections

6.3.1 Elections shall be held for each office separately.

6.3.2 Elections shall be by secret ballot.

6.4 Voting



6.4.1 Each member unit shall be allowed one voting delegate to represent that unit at WGAZ meetings. The name of the delegate shall be registered at the time of application and acceptance to membership.

6.4.3 A proxy must be presented in writing by the registered delegate to the President at the beginning of a WGAZ meeting.

6.4.2 A change in the name of the registered delegate must be presented in writing by the governing body of the member unit to the President prior to the beginning of the first meeting following such change.

6.4.4 Delegates may represent only one unit and must be an adult of at least 18 year, of age and may not be a performing member of said unit.

7.0 **Fiscal Year**

7.1 The Fiscal Year of this association shall end on May 30.

8.0 **Indemnification**

8.1 The corporation, WGAZ, Incorporated, shall indemnify any and all of its directors, officers, employees or agents, or former directors, officers, employees or agents that it is permitted or required to indemnify pursuant to the provision of the Arizona Corporate Code now in effect, if the tests described in said provisions are met and the corporation may purchase insurance with respect to such persons to protect them and the corporation from any liability that may be asserted in this regard.

9.0 **Assets upon Dissolution**

9.1 Upon dissolution of the corporation the WGAZ Board shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the WGAZ Board shall determine. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation has been located, exclusively for such purposes or for such organizations organized and operated exclusively for such purposes.



10.0 Negotiation of Pecuniary Gain

10.1 No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in the WGAZ By-Laws hereof. No substantial part of the activities of the corporation shall be the carry in on of propaganda, or otherwise attempting to influence legislation and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

11.0 Amendments to the By-Laws, Rules, and Regulations

11.1 Amendments to the By-Laws: These By-laws may be amended by a majority of the effected member units present and voting in any membership meeting, with the exception of meetings held after registration begins and before Championships concludes. Changes must be submitted in writing to the president at least four (4) weeks prior to the membership meeting, and the By-law proposal is accessible via Competition Suite and the circuit website three (3) weeks prior to the membership meeting.

11.1.1 Amendments affecting all members of the WGAZ Circuit will be voted on in general by all voting delegates.

11.1.2 Amendments which only affect the Colorguard segment of the Circuit shall be voted on by only the voting delegates for Colorguard units.

11.1.3 Amendments which only affect the Percussion segment of the Circuit shall be voted on by only the voting delegates for Percussion units.

11.2 Temporary Suspensions: Any of the by-laws of the Circuit may be temporarily suspended by a two thirds majority vote of the member units present and voting at any meeting of the Circuit.

11.3 All/any proposals passed by the general membership must remain in place for a minimum of 2 years.