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# MARK OF EXCELLENCE

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INFORMATION PACKET

2017

**National Orchestra Honors  
Recorded Music Competition**

The Foundation for Music Education is a not-for-profit organization committed to raising funds for the support of music education and the proliferation of music educators in our schools.

## MARK OF EXCELLENCE

The Mark of Excellence project seeks to recognize and award outstanding achievement in performance by high school, middle school, and youth orchestras. The project will gather entries from throughout the United States and provide valuable feedback for all entrants. A unique competitive environment is created which allows orchestras to compare their performance quality to other outstanding ensembles from across the country.

## HOW IT WORKS

Directors submit a CD recording of their ensemble from the current 2016-17 school year. The adjudicator will listen to entries and provide detailed recorded comments and brief written comments. All entrants will receive a compilation recording of the winning orchestra performances. Winners will also be recognized in regional and/or national publications and at national and regional conventions. National winners and commended winners will receive a trophy and commended winners will receive a plaque. It is hoped the critiques and the compilation recordings will prove helpful in improving performances in high school, middle school, and youth orchestras.

## SELECTION PROCESS

1. Submit two (2) identical CD recordings and one set of scores of the two (2) selections. These selections may be of any level or source, but higher consideration will be given to serious works of appropriate difficulty for the school classification.
2. The adjudicator will listen to recordings and record a live critique commentary, as well as brief written comments.
3. The level one adjudicator will select the top 50% to advance to level two. If there are nine (9) or less entries in a classification, the level one adjudicator will make the final selection of winners.
4. The level two adjudicator will select the top 25% (half of those advanced) as the National Winners. National winners will be recognized in regional and/or national publications, at national and regional conferences, and will receive a trophy. The second 25% will receive commended status, be recognized in national publications, and receive a trophy. Level two adjudicators will also provide recorded and written critique.
5. The adjudicator will pick selections for inclusion in the compilation recording of the winners which is provided to all entrants.
6. If you wish for your students to be considered for an outstanding soloist award, please list their names and instruments in the 'Audition CD Information' box of the registration form or attach a detailed list.

## SUBMISSION DEADLINE

June 5, 2017 (Results announced September 15, 2017)

## PERFORMANCE CATEGORIES

- High School Full Orchestra
- High School String Orchestra
- Middle School Full Orchestra
- Middle School String Orchestra
- Youth Orchestra - community or regional based group

## REGISTRATION DETAILS

A completed application should include the following:

- Signed and completed Mark of Excellence Registration Form
- Signed Mark of Excellence Contract
- Two identical CD recordings from the current 2016-17 academic year with the school name clearly marked
- One set of scores with the school name deleted
- \$350.00 application fee (Check payable to The Foundation for Music Education/Mark Of Excellence)

### **Mail to:**

Rick Yancey  
Mark of Excellence Registrations  
39 Travis Park Dr.  
Sugar Land, TX 77479

## FREQUENTLY ASKED QUESTIONS

### **Will my scores and materials be returned?**

Yes

### **How will I receive my compilation recording?**

You will be sent a code and instructions on how to retrieve the recording from Mark Custom Recording.

### **Outstanding Soloists**

If you wish your students to be considered for outstanding soloist awards, please list their names in the 'Audition CD Information' section of the Registration Form or attach a detailed list.

Example: *Spring Breezes*

*Violin, Toni Wu*

*Harp, Mary Smith*

# REGISTRATION FORM

Mark of Excellence | National Orchestra Honors

Director Name (*Exactly as it should appear in publicity*): \_\_\_\_\_

Ensemble Name (*Exactly as it should appear in publicity*): \_\_\_\_\_

School Enrollment: \_\_\_\_\_

E-mail: \_\_\_\_\_

No. of Performing Students: \_\_\_\_\_

**Contest Category:**

- Full Orchestra - HS       String Orchestra - HS  
 Full Orchestra - MS       String Orchestra - MS  
 Youth Orchestra

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## AUDITION CD INFORMATION

Selection #1: \_\_\_\_\_

Composer/Arranger: \_\_\_\_\_

Duration: \_\_\_\_\_ Date of Recording: \_\_\_\_\_

Recording Event/Venue: \_\_\_\_\_

Soloists (Name and Instrument): \_\_\_\_\_

Selection #2: \_\_\_\_\_

Composer/Arranger: \_\_\_\_\_

Duration: \_\_\_\_\_ Date of Recording: \_\_\_\_\_

Recording Event/Venue: \_\_\_\_\_

Soloists (Name and Instrument): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Director or Principal*

# CONTRACT

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The undersigned client (GROUP) and The Foundation for Music Education (TFME) hereby enter into this contract and agree to the following terms and conditions.

## 1. AUDIO SUBMISSION

1.1 The audio submission accompanying this contract is in compliance with the Mark of Excellence Rules and Guidelines and was not engineered, edited, or tampered with in any way except to remove any recorded announcements or introductions.

## 2. AGREEMENT TO PARTICIPATE /USE OF MEDIA

2.1 The undersigned irrevocably grant TFME, its agents, licensees and assigns, the right to use any and all media in any and all forms; the GROUP's conductor's names, likeness; and any reproduction of their sounds or performance submitted to TFME, for any purpose including promotion, advertising, or otherwise.

## 3. GENERAL AND ADMINISTRATIVE

3.1 This agreement shall be governed in all respects and aspects by the laws of the State of Texas and the parties hereby agree any legal action concerning this Agreement shall be brought in a court of competent jurisdiction in Lubbock County, Texas. If counsel is required to enforce the terms of this Agreement and/or corollary agreements, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

3.2 If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this agreement or the application of those provisions to other persons or circumstances shall not be affected thereby.

3.3 This agreement (Contract, Registration Form, and Information Packet) and the attachments hereto, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties other than those set forth and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. This agreement shall not be modified or amended except by written agreement executed by both parties.

3.4 The parties have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Agreement terms. Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction that any part of this Agreement should be construed against the Agreement's drafter, and agree and confirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

3.5 Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be valid unless in writing and signed by all parties.

3.6 The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement

3.7 This Agreement may be executed by facsimile and/or in any number of counterparts, any and all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be promptly followed with delivery of original executed counterparts.

3.8 This Agreement shall become effective upon execution by the parties and is considered duly executed by their signatures below.

3.9 In the event TFME is unable to reach an agreement with a copyright holder for mechanical rights, or if the copyright holder is unresponsive, it may be necessary to omit a winning performance from the compilation CD.

Organization/Group: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Director or Principal*