



FLOYD COUNTY BOARD OF EDUCATION
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Jeff Stumbo, Chair - District 3
Linda Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson, Member - District 5

Issue Paper

Date: August 5, 2016

Action/Discussion Item: To approve an agreement between Betsy Layne High School/Floyd County Schools and Moxy Firecracker Films to complete portions of a feature length documentary film about technology in the classroom and the digital divide directed by Rory Kennedy on the campus of Betsy Layne High School/Floyd County Schools.

Applicable Statutes or Regulation: KRS 162.90 Powers and Duties of the local board and Floyd County Board of Education policy 03.2234

Issue: BLHS was contacted by Moxy Firecracker Films about participating in a feature length documentary film about technology in the classroom and the digital divide across the United States. They came to know us through previous video projects highlighting our school.

Background: During the 2015/16 school year, Betsy Layne High School worked successfully with the Gates Foundation and Digital Promise companies to film and produce videos highlighting our students, teachers and school. Our school came to the attention of Moxy Firecracker Films through this previous work and they contacted us indicating they would like to come to BLHS in the Fall of 2016 to "film the wonderful uses of technology your amazing teachers have implemented at the school and to highlight some outstanding students who are really inspired by the use of technology in the classroom." Rory Kennedy is the film's director. Ms. Kennedy has previously been nominated for an academy award and won an Emmy award for her work in documentary films.

Fiscal/Budgetary Impact: This will incur no cost to the school or district.

Alternative: To deny the agreement request.

Recommended Action: To approve the agreement between Betsy Layne High School/Floyd County Schools and Moxy Firecracker Films to film portions of a documentary feature film about technology in the classroom and the digital divide.

Contact Person(s):

Cassandra Akers / 606.478.9138

Cassandra Akers
Principal

[Signature]
Director of Instruction

[Signature]
Superintendent



310.457.3100 (PHONE)

310.457.3122 (FAX)

Location Release

DATE: _____

NAME: _____ ("Owner")

ADDRESS: _____

PHONE: _____

EMAIL: _____

Owner hereby grants to Moxie Films Inc. ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at

_____ (the "Property") for the purpose of photographing and recording certain scenes in connection with a film with the working title Digital Divide Project during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefore. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when entered upon by Producer.

Producer will use reasonable care to prevent damage to said Property, and will indemnify the owner, and all other parties lawfully in possession, of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer part in connection with Producer's use of the Property.

Owner grants to Producer all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, and in connection with the Program or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer, and neither the Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of said Materials, provided the Producer takes all reasonable steps to ensure that the information presented is true and accurate.

The undersigned acknowledges that Producer is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder.

Producer are not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving the owner written notice of such election, in which case, neither party shall have any obligation hereunder.

All provisions hereof concerning the Materials, the Program and the potential inclusion of the Property in the Program shall be kept strictly confidential by Owner and Owner's representatives. Neither Owner nor Owner's representatives shall issue any press releases or public statements about Producer or the Program without Producer's prior written permission.

This is the entire agreement. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated.

AGREED AND ACCEPTED:

BY: _____

DATE: _____