



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

*Dr. Henry Webb, Superintendent of Schools*

***KCSD ISSUE PAPER***

**DATE:**

**11/14/2019**

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve Licensing agreement with Motion Picture Licensing Corporation (MPLC) for R.C. Hinsdale Elementary to show copyrighted movies during PTA events and instructional use in the classrooms during the 2019-2020 school year.**

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

**This license will permit staff of R.C. Hinsdale Elementary to show movies that are included under their Umbrella License for PTA events and instructional use in the classrooms.**

**FISCAL/BUDGETARY IMPACT:**

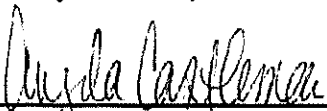
**Cost of \$240 will be charged to 0451118-0810-7000 – Regular Classroom Instruction Registration Fees and Other Dues**

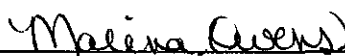
**RECOMMENDATION:**

**Approval of Licensing agreement with Motion Picture Licensing Corporation (MPLC) for R.C. Hinsdale Elementary to show copyrighted movies during PTA events and instructional use in the classrooms during the 2019-2020 school year.**

**CONTACT PERSON:**

**Emily Harmon, R.C. Hinsdale's Library Media Specialist**

  
**Principal**

  
**District Administrator**

  
**Superintendent**

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jesica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

## UMBRELLA LICENSE APPLICATION

Please contact an MPLC Licensing Representative at (800) 462-8855 or [www.mplc.com](http://www.mplc.com) for a license fee quote before submitting your application. Send the completed application to the address or fax below.

Name of Organization ("Licensee")

Contact Name

Position

Facility Address

City, State, Zip

Mailing Address (if different than above)

City, State, Zip

Telephone

Fax

Email Address

Website

License Fee

Start Date

I herewith request an MPLC Umbrella License, subject to the Terms and Conditions provided herein.

Signature

Position

☐ Payment Enclosed (payable to MPLC) ☐ Send Invoice (fee due in 30 days)

Bill Credit Card: ☐ Visa ☐ Mastercard ☐ AMEX ☐ Discover

Card Number

Expiration

CVV

Cardholder Signature

Cardholder Name



Motion Picture Licensing Corporation  
5455 S. Centinela Avenue  
Los Angeles, CA 90066  
United States

T: +1 (800) 462-8855

F: +1 (310) 822-4440

[www.mplc.com](http://www.mplc.com)

## TERMS AND CONDITIONS

- Purpose.** Motion Picture Licensing Corporation ("MPLC") grants Licensee ("Licensee") a non-exclusive license ("License") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
- Law.** MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant the License.
- Term.** "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless canceled by either party giving sixty (60) days advance written notice before the end of said period or any subsequent period. Each one (1) year period during the Term is referred to herein as a "Contract Year." If Licensee does not timely notify MPLC of intent to terminate, this Agreement will remain in effect for the entire Contract Year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder. No refunds or credits will be made by MPLC in the event of early termination by Licensee.
- Rights.** The public performances authorized by this Agreement shall take place in the Facility(ies) identified in this Application or as Licensee otherwise notifies, and shall be via any means originally intended for personal use only including but not limited to DVD, streaming and download. The sole purpose of such performances is to entertain and/or educate authorized viewers and only employees that facilitate those performances. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience. The exhibitors cannot be used to endorse any goods or services. Works are defined as motion pictures and other audiovisual programs to which MPLC has received the rights to license under the parameters set forth herein.
- Fee.** The agreed license fee for the first Contract Year of this Agreement is specified on the Application, which amount is payable to MPLC. Subsequent Contract Years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of facilities or other factors used to determine the license fee. On an annual basis, or upon request by MPLC, Licensee shall furnish MPLC with the information MPLC may require to determine the license fee for subsequent Contract Years. Following such a request, if Licensee does not furnish the requested information within thirty (30) days prior to expiration, MPLC may independently determine the license fee for that Contract Year based on its reasonable estimation. The license fee for each subsequent Contract Year shall be due and payable no later than each anniversary date of the applicable Contract Year. Late payments for subsequent Contract Years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
- Restrictions.** The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by MPLC-affiliated rightsholder companies only. MPLC represents that it or its rightsholders may not possess the appropriate rights to certain individual titles, or due to the expiration of those rights during the term of this Agreement, MPLC may send Licensee at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.
- Legally Obtained Works Only.** Licensee may publicly perform only legally obtained Works covered by this Agreement. The responsibility for obtaining the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee and are separate and distinct from the agreed public performance license fee.
- No Other Rights.** Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to MPLC and/or its rightsholders.
- Separate Fees.** Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of MPLC. To the best of MPLC's knowledge, no such separate fees for motion pictures are presently in effect.
- Assignment.** This Agreement may not be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of Licensee under this Agreement. This Agreement may be assigned by MPLC.
- Tax Liability.** In the event that a determination is made by a taxing authority or court of any state in which Licensee conducts business that the activity licensed herein renders MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of MPLC's receipts from Licensee, then Licensee shall reimburse and indemnify MPLC within thirty (30) days of notification therefore for Licensee's pro rata share of any such tax derived from receipts received from Licensee.
- Notice.** Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable overnight carrier, addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
- Termination.** MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by Licensee of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the terms, or any other provision of this Agreement, and any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
- Legal Fees.** In the event MPLC engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and legal fees incurred by MPLC.
- Collection Fees.** In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then Licensee shall be responsible for paying such amounts to MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
- Guarantee.** Licensee guarantees that the information provided by Licensee is true, correct and complete in all respects. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its Terms and Conditions which may be updated by MPLC. In the event that any signature is delivered by facsimile or e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
- Warranty.** To the extent that, prior to the commencement date of this Agreement, Licensee may have infringed upon rights held by MPLC, MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
- Jurisdiction.** The Application and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee and shall be construed in accordance with the laws of the United States and the State of California and the parties submit to the nonexclusive jurisdiction of the U.S. Courts as regards to any claim or matter arising in relation to this Agreement.

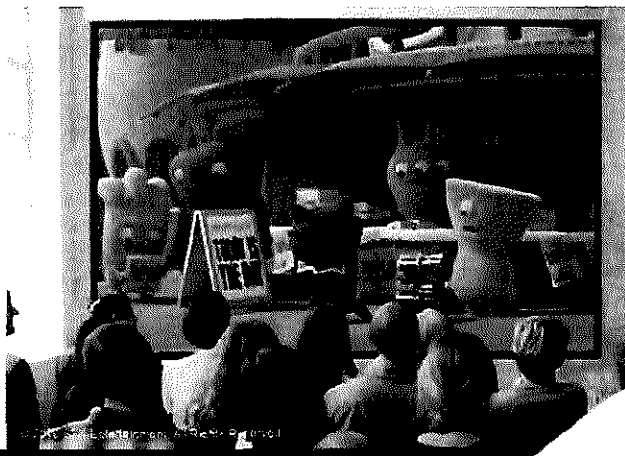
Copyright ©2010 Motion Picture Licensing Corporation. All Rights Reserved. "Umbrella License" and the MPLC name and logo are registered service marks of MPLC.

MPLC 2000ND-0419 / Rev 0518

# THE UMBRELLA LICENSE®

# MPLC

Copyright compliance for movies,  
TV programs, and other content



## QUESTIONS & ANSWERS

**Q:** We show movies, TV programs, and other content that we have purchased on DVD or rented through an online streaming service subscription. Do we still need a license to view or show it in public?

**A:** Yes. The location requires a license regardless of who owns the content. While you may have rented, borrowed, or purchased the content, you are only granted the right to view it for personal, private use, not to perform it in public.

**Q:** We do not charge admission. Do we still need a license?

**A:** Yes. A license is required regardless of whether an admission fee is charged. In fact, the Umbrella License only covers situations where admission is *not* charged.

**Q:** We're a nonprofit organization. Do we still need a license?

**A:** Yes. Under the US Copyright Act, a public performance license is required for both nonprofit and for-profit organizations.

**Q:** Does a preschool or a child care center qualify for a "face-to-face" teaching exemption?

**A:** No. The educational exemption is narrowly defined and applies to nonprofit academic institutions that only utilize movies, TV programs, and other content in instruction, not when the program is used for entertainment purposes.

**Q:** We're not open to the general public. Do we still need a license?

**A:** Yes. "[P]erformances in 'semipublic' places such as clubs, lodges, factories, summer camps, and schools are 'public performances' subject to copyright control." (Senate Report No. 94-473, p. 60)

**Q:** We rent out our facility to other groups. Can we be liable for copyright infringement?

**A:** Yes. The facility owner can be held vicariously liable or considered a contributory infringer.

## WHY DO WE NEED A LICENSE?

Movies have long been a great way to entertain, educate, and inspire. What you may not have considered is that movies, TV programs, and other content, when purchased, rented or borrowed, are intended for personal, private use only. More importantly, they require a license when shown in public.

The rise of home videocassettes revolutionized the way consumers viewed movies and created the need for copyright protection. The Copyright Act was adopted in 1976 to provide guidelines for both the creative community and consumers.

Noncompliance with the Copyright Act is considered infringement and carries significant penalties. Fines for noncompliance start at \$750 for each inadvertent infringement and are as high as \$150,000 for each egregious violation.

## THE SIMPLE SOLUTION

In 1986, MPLC embarked on a journey to make it as simple and easy as possible to obtain a license for the public exhibition of movies, TV programs, and other content. Since the introduction of MPLC's pioneering Umbrella License, we have come a long way, now representing nearly 750 rightsholders, with local presence in over 30 countries around the world.

### BENEFITS

- Public performance rights from nearly 750 rightsholders.
- Enjoy unlimited showings without any reporting requirements.
- One license fee based on intended use.

### GUIDELINES

- Exhibitions must be free of charge.
- Promotion must fall within MPLC guidelines.
- Rightsholders vary according to the intended use.

### COMPLIANCE

- Contact MPLC for a license fee quote and rightsholder list.
- Complete and submit the Umbrella License Application.
- A Certificate of License will be issued upon receipt of a completed application.
- Begin showing movies, TV programs, and other content immediately.

## OUR VALUES



**Established:** With more than 30 years of experience, we take pride in our pioneering approach to licensing.



**Educational:** We share our knowledge to help clients better understand the importance of their compliance contribution.



**Empathetic:** Together, we can create a community that supports the future of the entertainment we know and love.



**Driven:** Passion drives us forward as we grow and evolve in support of the creative community.

## MPLC Umbrella License Quote and Application

Craig Parker <CParker@mplc.com>

Tue 10/22/2019 1:29 PM

To: Harmon, Emily <emily.harmon@kenton.kyschools.us>

4 attachments (6 MB)

Secular Day Schools (SCH).pdf; 2019 MPLC Standard Brochure Application ND.pdf; MPLC Umbrella License Programming Guide (LIB SCH).pdf; i;

### External Message

**From:** Craig Parker <CParker@mplc.com>

**Sent:** Wednesday, August 7, 2019 9:30 AM

**To:** Emily Harmon <emily.harmon@kenton.kyschools.us>

**Subject:** MPLC Umbrella License Quote and Application

Dear Ms. Harmon,

Thank you for your interest in MPLC. For our licensees, the Umbrella License® represents a simple and affordable way to show movies, TV programs, and other content publicly. Enjoy unlimited indoor exhibitions at your school with exclusive annual coverage for Twentieth Century Fox and independent rightsholders. Your support of the creative community ensures the future of the entertainment we all know and love.

#### License Fee

Pricing is based on full-time student enrollment:

Full-Time Student Enrollment	2019 Price Per Location, Per Year
Up to 150	\$130
151-300	\$160
301-500	\$190
501-1,000	\$240
1,001+	\$305

According to the information provided, RC Hinsdale Elementary can secure an Umbrella License for only \$240 per year. The license fee is based upon a full-time enrollment of 630 students.

#### One License. Endless Possibilities

Movies have long been a great way to entertain, educate, and inspire. What you may not have considered is that movies, TV programs, and other content, when rented, purchased, or borrowed, are intended for personal, private use only. They require a license when shown in public. MPLC's Umbrella License is a simple copyright compliance solution.

While nonprofit schools do not need a license to show movies for narrowly-defined "face-to-face" instruction, i.e., when the movie is shown in the classroom and is part of the curriculum, all other school showings require a license. This includes PTA/PTO events, holiday parties, before or after school programs, student assemblies, special events, and any entertainment use on campus.

Attached please find an MPLC brochure as well as the current list of nearly 750 rightsholders represented under the Umbrella License. In addition to the major Hollywood studio Twentieth Century Fox, MPLC represents the finest children's, educational, and international rightsholders. Once licensed, movies, TV programs, and other content can be rented, purchased, or borrowed in a variety of formats. Stream or download. Show a Blu-ray or

DVD. Enjoy unlimited exhibitions and obtain content from the source of your choice without reporting screening dates, times, attendance, or titles to MPLC.

#### Ensure Compliance

To secure an Umbrella License, simply complete the application provided in the attached brochure and return it to my attention via email, fax, or US mail. Please be sure to:

- Select an Umbrella License start date. The license will be valid for one year from the date selected and automatically renew each year.
- Indicate if payment is enclosed, credit card information is provided, or if an invoice is preferred. Requesting an invoice will not delay our ability to issue a license immediately.
- Differentiate between the facility and mailing addresses. The facility address is the location licensed; the mailing address is where we will direct all correspondence. When licensing multiple facilities in one account, please provide one mailing address and a facility address for each location licensed.

Licenses are granted upon receipt of a completed application. Once the Certificate of License is issued, you can immediately begin showing content from MPLC rightsholders.

#### Check Coverage

To verify if a title is covered under the Umbrella License, you may wish to consult the Internet Movie Database website at [IMDb.com](http://IMDb.com). Simply search for the title you want to screen and click on your selection. Scroll down to the "company credits" section of the page. Click on "see more." On the company credits page review the "distributors" (for movies) and "production companies" (for TV). The title is covered if the distributor (for movies) or production company (for TV) is listed on the Umbrella License rightsholder list.

#### Promotional Guidelines

Licensees are able to promote exhibitions inside the licensed facility and through direct correspondence to authorized viewers. Direct correspondence is defined as communication sent to authorized viewers via email or US Mail. When promoting exhibitions to authorized viewers, you may include the title, character names, or rightsholder name.

Please note that limitations apply when promoting exhibitions in any other manner. If you plan to promote exhibitions to authorized viewers on websites or via your social media account, please note that you:

May not use the title, character names, or rightsholder name. However, you may provide a creative description that omits the title, character names, and rightsholder name.

Authorized viewers may call your facility for more information. All promotion must be limited to authorized viewers.

Please feel free to contact me with any questions. I look forward to working with your office to ensure copyright compliance.

Sincerely,

**Craig Parker**

Sr. Licensing Representative



Motion Picture Licensing Corporation  
5455 S. Centinela Avenue, Los Angeles, CA 90066  
United States

+1 (800) 462-8855 ext. 3019

+1 (310) 822-4440 (fax)

[www.mplc.com](http://www.mplc.com)

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**Tekulve, Andrea**

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**From:** Craig Parker <CParker@mplc.com>  
**Sent:** Tuesday, October 29, 2019 3:27 PM  
**To:** Tekulve, Andrea  
**Subject:** purchase order  
**Attachments:** 2019 MPLC Standard Brochure Application ND.pdf

**External Message**

Hello Andrea,

Yes we accept PO's.

Please include your PO# and follow instructions below.

To secure an Umbrella License, simply complete the application provided in the attached brochure and return it to my attention via email, fax, or US mail. Please be sure to:

- Select an Umbrella License start date. The license will be valid for one year from the date selected and automatically renew each year.
- Indicate if payment is enclosed, credit card information is provided, or if an invoice is preferred. **Requesting an invoice** will not delay our ability to issue a license immediately.
- Differentiate between the facility and mailing addresses. The facility address is the location licensed; the mailing address is where we will direct all correspondence. When licensing multiple facilities in one account, please provide one mailing address and a facility address for each location licensed.

Licenses are granted upon receipt of a completed application. Once the Certificate of License is issued, you can immediately begin showing content from MPLC rightsholders.

All the best!

**Craig Parker**  
Senior Licensing Representative

**MPLC**  
Motion Picture Licensing Corporation  
5455 S. Centinela Avenue, Los Angeles, CA 90066  
United States

+1 (800) 462-8855 ext. 3019  
+1 (310) 822-4440 (fax)  
[www.mplc.com](http://www.mplc.com)

**From:** Tekulve, Andrea <Andrea.Tekulve@kenton.kyschools.us>  
**Sent:** Tuesday, October 29, 2019 12:24 PM