

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:**

12/19/2019

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve contract with Tams-Witmark for Twenhofel Middle School's Drama Performance in March 26<sup>th</sup> & 27<sup>th</sup>, 2020**

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

**Twenhofel Middle School every year puts on a Musical performance that showcases the talents of our students and allows for students to be connected with the ARTS..**

**FISCAL/BUDGETARY IMPACT:**

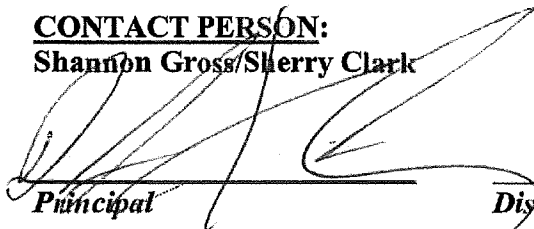
**\$645.00**

**RECOMMENDATION:**

**Approval of the contract with Tams-Witmark for Twenhofel Middle School's Drama Performance in March 26<sup>th</sup> & 27<sup>th</sup>, 2020**

**CONTACT PERSON:**

**Shannon Gross/Sherry Clark**

  
Principal

  
District Administrator

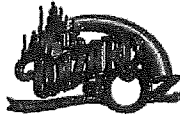
  
Superintendent

*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 Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



School: Twenhofel Middle School Principal: Dr. Gross Teacher: Sherry Clark  
Teacher E-mail: Sherry.Clark@Kenton.Kyschools.us  
Shipping Address: 11846 Taylor Mill Rd City: Independence State: Ky Zip: 41051  
School Telephone: (859) 356-5559 School Fax: (859) 356-1137

**Production Pack retails for \$650.00 and includes the following materials:**

30 Student Scripts (Libretto &amp; music) • 1 Production Guide

• 1 Piano/Vocal Score

• Sing-Along Tracks Digital Download

Performance Tracks Digital Download • Choreography Digital Download

Tams-Witmark (the "Licensor") hereby grants to the undersigned (the "Licensee") the non-exclusive right to produce and present "THE WIZARD OF OZ – YOUNG PERFORMERS' EDITION" (the "Play"), only with actors who are enrolled in the 9<sup>th</sup> grade or lower, in the immediate presence of their audience, using only the Show kit materials (the "Materials") distributed by Licensor in connection with this Agreement.

**LICENSEE AGREES TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:**

Licensee shall not photocopy or otherwise reproduce any of the materials provided in the production pack since additional copies of these Materials are available from Licensor. Licensee shall have the right to reproduce the following: Vocal Tracks CD and materials found on the Digital Resources CD only for educational purposes in connection with the Licensee's production of the Play to be distributed only to cast members and members of the creative team directly involved in Licensee's production of the Play.

Licensee shall perform the Play exactly as it is presented in the Materials and shall not, in any way, alter, change, delete from or add to the book, music (including orchestrations and vocal arrangements), or lyrics of the Play. Licensee shall set forth the credits as provided on the title page in the Director's Guide, in all programs and on all posters, heralds, fliers, window cards, advertisements, and on all other promotion and publicity in connection with the Play.

Licensee shall have the right to perform the Play during the period commencing 03/28/2020 and terminating 03/29/2020 ("The Term"). Licensee shall not charge more than ten dollars (\$10) for admission to any performance of the Play. Any performance presented for a potential audience of five hundred (500) people or more shall be free of any admission charge, donation or contribution unless previously approved in writing by Licensor.

Licensee hereby acknowledges that the unauthorized creation of any video, film or other audio-visual, or sound recording, tape or transcription, including video tape, video cassette, video disc, digital storage/sequencing or any other reproductions of its performances is expressly prohibited by law and can result in prosecution. Licensee hereby assumes full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement.

Licensee shall have the right to create only T-shirts and buttons in connection with the Play, and only if such items are to be distributed at no more than cost, only to the cast and crew directly involved in our production of the Play expressly excluding the audience. If we wish to otherwise distribute, authorize or permit the creation, sale and/or distribution of any other item of merchandise in connection with the Play including, without limitation, souvenir programs, sweatshirts, glass ware and ceramic ware, we shall request in writing such rights from Licensor. Licensee shall not create, sell and/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the Play including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass ware and ceramic ware without Tams-Witmark's prior written permission. All requests for such permission must be made in writing.

Licensee shall take full responsibility for the adherence to all terms and conditions set forth in this Agreement and shall notify such other parties as may be instrumental to insuring Licensee's compliance with such terms and conditions, including, without limitation, cast and crew members, their families, teachers and others within the school or organization, and audience members. The performance rights granted by this license apply only to the school/organization named above and may not be transferred or assigned to any third party.

Licensee agrees that Licensor may send to Licensee information by e-mail from Tams-Witmark and its partners about the Play and other Tams musicals, as well as related products, offers and discounts.

ROYALTY & SHOW KIT: \$650.00

REFUNDABLE DEPOSIT (minus mail fees): \$200.00

ADDITIONAL MATERIALS

\_\_\_\_ Student Scripts.....\$10.00 \_\_\_\_\_

\_\_\_\_ Piano-Vocal Score..... \$35.00 \_\_\_\_\_

\_\_\_\_ Production Guide..... \$50.00 \_\_\_\_\_

TOTAL: \$850.00

**\*We are unable to ship any materials without payment in full (Purchase Orders do not constitute as payment)**

**\*Pay By Check \_\_\_\_ (by checking this box you have agreed to send us payment in full by check/US money order)**

**\*If you would like to pay by Credit Card please fill in the information below.**

CREDIT CARDHOLDER INFORMATION					
NAME ON CREDIT CARD					
TYPE OF CREDIT CARD	VISA	MC	AMEX	DISCOVER	
CARD NUMBER				EXP/Date:	
Billing Zip Code					

**PRODUCTION PACKS ARE NON-TRANSFERABLE AND NON-REFUNDABLE.**

**AGREED TO AND ACCEPTED BY:**

Print Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MAILING ADDRESS:**  
**229 WEST 28<sup>TH</sup> STREET, 11<sup>TH</sup> FLOOR**  
**NEW YORK, NY 10001**