

| 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

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

3/6/18

AGENDA ITEM (ACTION ITEM):

Consider/Approve The Summit View Academy to perform the musical "Alice in Wonderland, Jr." during the first or second weekends of November 2018. Attached is the contract from Music Theater International to purchase the rights for the show.

APPLICABLE BOARD POLICY:

Chapter 4, 4.32 Purchasing; Chapter 9, 9.3 Student Activities;

HISTORY/BACKGROUND:

The Summit View Academy Theater Department has existed for several years. We have had several successful theater productions that benefit the students in grades 3rd-8th grade at SVA. The students will audition for the musical during the month of April to prepare for their performance over the summer.

FISCAL/BUDGETARY IMPACT:


All funds needed for this program are in the school fund for Drama. We have fundraisers throughout the production and performance process to raise funds for the upcoming year.

RECOMMENDATION:

We request approval to purchase the rights for the musical, "Alice in Wonderland, Jr." using the funds provided in the Drama account at SVA.

CONTACT PERSON:

Samantha Stapleton, Teacher at SVA; Jaimee Ehoodin, Teacher at SVA


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 Joshua Crabtree, Esq. Carla Egan Jessica Jehn

License offer Confirmation (Offer ID: 9489620)

Webmaster@MTIshows.com

Thu 2/22/2018 9:33 AM

To: Stapleton, Samantha <samantha.stapleton@kenton.kyschools.us>;

** LOGO FILES
Saved on
computer
and email*

Music Theatre International

423 West 55th Street, New York, NY 10019 | (212)541-4684

Fax: (212)397-4684 | Email: Licensing@MTIShows.com | www.MTIShows.com

ORDER CONFIRMATION

(0077350) SUMMIT VIEW ACADEMY -- DISNEY'S ALICE IN WONDERLAND JR

PRODUCTION of DISNEY'S ALICE IN WONDERLAND JR

SPECIAL CONDITIONS: All performers must be in the 9th grade and under. This license includes the rights for unlimited performances within *ONE* year as recorded in the dates above.

When

License for Performances from	2/22/2018 - 2/22/2019
First Performance Date	11/8/2018
Last Performance Date	11/10/2018
Number of Performances	3

Where

Theatre Name	SIMON KENTON HIGH SCHOOL
Theatre Address	11132 MADISON PIKE INDEPENDENCE, KY 41051
Country	US
Theatre Phone	5133152291
Theatre Fax	
Theatre Website	

Audience

Seating Capacity	500
Expected or Average Seating Usage	400

Tickets

Price1	\$6	% of total	100%
Price2	--	% of total	--
Price3	--	% of total	--
Price4	--	% of total	--
Price5	--	% of total	--

\$6 AVG

100% TOTAL

Order
Summary

Production Materials

ShowKit

Royalty Fee

\$110.00

Material Fee

\$440.00

1 CHOREOGRAPHY DVD
1 PIANO VOCAL SCORE
2 PERFORMANCE ACCOMPANIMENT CD
30 STUDENT BOOK
1 DIRECTOR'S GUIDE

Additional Material

5 STUDENT BOOK \$50.00
2 DIRECTOR'S GUIDE \$100.00

Theatrical Resources

1 LOGO PACK DIGITAL \$75.00
1 STUDENT REHEARSAL CD \$10.00

Sales Tax

\$0.00

Materials and Resources Sub Total

\$785.00

S&H
Summary

Production Materials

Ground

\$40.00

Additional Production Materials

Ground

\$9.70

Theatrical Resources

Ground

\$7.95

MATERIALS AND RESOURCES SUB TOTAL

\$57.65

Total

MATERIALS AND RESOURCES SUB TOTAL

\$785.00

SHIPPING & HANDLING SUB TOTAL

\$57.65

GRAND TOTAL

\$842.65

Information

Name SAMANTHA STAPLETON

Phone 513-315-2291

Address 5006 MADISON PIKE
INDEPENDENCE, KY 41051

Fax

Country US

Email SAMANTHA.STAPLETON@KENTON.KYSCHOOLS.US

Digital

Address if
applicable

Email SAMANTHA.STAPLETON@KENTON.KYSCHOOLS.US

Name SAMANTHA STAPLETON

**Shipping
Address**

Organization	SUMMIT VIEW ACADEMY
Contact	SAMANTHA STAPLETON
Shipping Address	5006 MADISON PIKE INDEPENDENCE, KENTON KY 41051
Phone	859-363-4700

**Billing
Address**

Organization	SUMMIT VIEW ACADEMY
Contact	ACCOUNTS PAYABLE
Billing Address	5006 MADISON PIKE INDEPENDENCE, KENTON KY 41051
Phone	859-363-4700

Payment

Payment Method	PO Only
Invoice Total	\$842.65
PO Number	475-18-454

Terms and Conditions**DRAMATIC PERFORMING RIGHTS LICENSE**

1. Your authorized ShowKit® will consist of the following:

- | | |
|----|------------------------------|
| 1 | CHOREOGRAPHY DVD |
| 1 | PIANO VOCAL SCORE |
| 2 | PERFORMANCE ACCOMPANIMENT CD |
| 30 | STUDENT BOOK |
| 1 | DIRECTOR'S GUIDE |

2. You agree that.

- Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
- No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants you the right to perform the "Play" as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit® Materials in part or in whole past license date.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit® Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. All ShowKit materials such as the director's guide, student books, audio and media items and other materials are yours to keep. You may NOT redistribute these materials nor use these materials to stage another production without a valid performance license. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:

- You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
- You will perform this show from MTI's Broadway Junior Collection® exactly as it has been provided to you

in the ShowKit® materials and you will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.

- You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit®. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.
- Recording: This license does not grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

**except with Disney titles, where a limited video license is available for \$75.00

Specific Licensing Guidelines and Provisions

1. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, and firearms. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
2. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies: 2.1 in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show. 2.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or: 2.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Customer Billing

(0077350) SUMMIT VIEW ACADEMY -- DISNEY'S ALICE IN WONDERLAND JR

Please read and print the following Show Billing Information

Author Billing - Disney's ALICE IN WONDERLAND JUNIOR In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing. It is a violation of your contract if you crop or edit this logo in any way.

SUMMIT VIEW ACADEMY

Production of Disney's ALICE IN WONDERLAND JUNIOR

Music and Lyrics by Sammy Fain and Bob Hilliard, Oliver Wallace and Cy Coban, Allie Wrubel and Ray Gilbert Mack
David, Al Hoffman and Jerry Livingston

- Music Adapted and Arranged and Additional Music and Lyrics by Bryan Louiselle

Book Adapted and Additional Lyrics by David Simpatico

Based on the 1951 Disney film "Alice in Wonderland" and the novels "The Adventures of Alice in Wonderland" and
"Through the Looking Glass" by Lewis Carroll

The billing to you must be in the form specified above, including the words "Production of" below your billing,
which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your
billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the
average size your billing to the largest letter in the logo or artwork title. The size of credits to the authors shall be
no less than 20% of the artwork or logo title as measured by the proportion of the average size of their names to
the largest letter in the logo or artwork title

MTI Credit

(0077350) SUMMIT VIEW.ACADEMY -- DISNEY'S ALICE IN WONDERLAND JR

Please read and print the appropriate way to credit MTI

MTI Billing

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) MUST
include the following credit:

DISNEY'S ALICE IN WONDERLAND JR

is presented through special arrangement with
and all authorized performance materials are supplied by

Music Theatre International

423 West 55th Street, New York, NY 10019

Phone: (212) 541-4684 Fax: (212) 397-4684

www.MTIShows.com

Videotaping Warning

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal,
performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to,
audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and
attendees of the above prohibitions against recording the show By means of both a program note and a pre-show
announcement.

In compliance with the above condition, you MUST include the following warning in your program:

**except with Disney titles, where a limited video license is available for \$75.00