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
***Dr. Henry Webb*, Superintendent of Schools**

KCSD ISSUE PAPER

DATE:
April 25, 2018

AGENDA ITEM (ACTION ITEM):
Consider/Approve Scott High School Performance Site Agreement and Financial Agreement with Center X Productions.

APPLICABLE BOARD POLICY:
01.1 Legal status of board

HISTORY/BACKGROUND:
Scott High School Band Boosters have used this vendor successfully in the past. A W-9 is on file with this vendor at KCSD and Scott High School.

FISCAL/BUDGETARY IMPACT:
Band Boosters will pay $1001 of the cost and Scott High School will pay $999 from its instructional funds.

RECOMMENDATION:
Approval to contract with Center X Productions to purchase band performance music.

CONTACT PERSON:
Bryce Miller, Band Director

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

JD 4-30-18

CENTER X
PRODUCTIONS INC

Center X Music Agreement

Information and Agreement for the
2018 Marching Band Season
Phone: 1-800-356-4381
www.msconcepts.com

1200 Old Mayfield Road, Suite 101, Paducah, KY 42003

CENTER X PRODUCTIONS

Center X Music Agreement

For

Scott High School — *(School Name)*

Legend — *(Show Title)*

Director Information:

First Name Bryce Last Name Miller

School Address 5400 Old Taylor Mill Road

City/State/Zip Taylor Mill KY 41015

School Phone 859-356-3146 School Fax

School Email bryce.miller@kenton.kyschools.us

Home Address 2221 Madison Avenue

City/State/Zip Covington KY 41014

Home Phone 859-814-9595 Mobile Phone 859-814-9595

Home Email bryceandcarla@gmail.com

Summer contact preference: ○ **School** ◉ **Home**

2nd Contact Person to Director (in case we cannot reach you):

Name Carla Miller Relationship Wife/Asst. Director

Contact Number 859-814-9318

IMPORTANT: E-Mail Music to (choose one):

◉ School Email

○ Home Email

School/Company Scott High School

Attention Bryce L. Miller

Address 5400 Old Taylor Mill Road

City/State/Zip Taylor Mill, KY 41015

Phone 859-356-3146

Pages 2-7 are due as soon as possible with deposit or payment in full to secure and process your order

Scott High School

***** PERFORMANCE SITE AGREEMENT *****

The following states the responsibilities between ***Center X Productions*** (***Center X***) and the ***School Band Program Director*** (Director) Bryce Miller (please print first and last name) of Scott High School for the marching season commencing August 2018 and ending December 31, 2018 inclusive. If the marching season performance schedule extends past December 31, 2018 please contact ***Center X*** to extend the contract date as needed.

In order for the exclusive use of the Performance Sites to be controlled, ***Center X*** and Director shall be bound together in a cooperative endeavor during the term of this Agreement. Each party agrees to accomplish the following important tasks to assure the exclusive use of the Performance Site(s) and success of the school band program. To assure this, ***Center X*** requires the submission by Director of their Performance Sites before ***Center X*** can release the use of its music/drill product materials for the contract period.

Center X agrees to the following:

1. ***Center X*** will permit the use of its materials based on the Performance Site(s) submitted by the Director and agreed to and confirmed by ***Center X***. Under **NO** circumstances will any of the material be used beyond the contract period herein. Contract period herein is defined as the period August 2018 through December 31, 2018 inclusive. If the marching season performance schedule extends past December 31, 2018 please contact ***Center X*** to extend the contract date as needed.

2. ***Center X*** will work with Director regarding any requested Performance Site(s) changes but ***Center X*** does NOT assure that such changes can be allowed and ***Center X*** cannot guarantee such requested changes. All requested changes will depend on the location and time availability at each given Performance Site. **PLEASE NOTE:** ***ALL CHANGES MUST BE IN WRITING.***

3. ***Center X***, if for some unforeseen circumstance, has not been able to protect said school at all Performance Sites listed and requested from said school, ***Center X*** will submit School Corporation and/or Booster Organization with a refund to be determined by ***Center X*** at the time of error and sent back to the organization in which the funds originally were sent. This does NOT apply if the Director of said school has not received previous approval from ***Center X*** to attend a particular performance location that was not originally approved by ***Center X***.

Director agrees to the following (Please initial each item to indicate your acknowledgment):

BLM 1. Director shall provide, in writing, ***Center X*** with the exact location of each Performance Site at which they will be performing, including contest name, site location, city, state and date(s). This will enable ***Center X*** to track each Performance Site per program to assure the exclusive use by Director of that location.

BLM 2. Director agrees to provide ***Center X*** with any and all changes ***in writing*** so that ***Center X*** can inform the director if the changes are available and can be made

BLM 3. Director is aware that all ***Center X*** materials are monitored on a first come, first serve basis. ***Center X*** reserves the right to sell any and all materials as defined herein to others for Performance Site(s) not specifically reserved herein by Director.

Pages 2-7 are due as soon as possible with deposit or payment in full to secure and process your order

***** PERFORMANCE SITE AGREEMENT *****

(Continued)

BLM 4. Director agrees to Performance Site schedules and will not make any changes without written approval to ***Center X***.

BLM 5. If this Agreement is breached in any manner by Director, Director and School are personally liable to ***Center X*** for any money that is due to ***Center X*** as well as for money received by Director/School from any and all sources that have used any materials of this contract without the written permission of ***Center X***.

BLM 6. **Director agrees that all materials including music, drill, choreography, instructional material, software, etc., shall not be copied, sold, given, or loaned to any other program, band director(s) or person(s) for any reason without the written consent of *Center X*, <u>there being no exceptions.</u>** In addition, the use of displaying any show performance, the ***Center X*** animation or use of audio recording on any personal or school/band website or email program is strictly prohibited without the prior permission of ***Center X Productions*** and a copyright agreement document is released by ***Center X Productions*** to said school program. **All materials are covered under strict United States Copyright Laws and remain the property of *Center X* at all times.**

BLM 7. In the event the Director leaves the school location or position, this Agreement shall be binding on the Director, Director's Successor(s), all signatory parties to this contract, their Transferees, Agents and Assigns.

BLM 8 . Director agrees that any future use of this field show Music, Drill Design, and/or Choreography beyond the agreed performance year is **strictly prohibited** without the renewal of this agreement and the consent of ***Center X*** Productions. (Please note: There will be additional charges for future use of this product. If the music ordered is from another publisher, additional restrictions will apply and may not be applicable to the renewal process of ***Center X***)

BLM 9. Director acknowledges they have lawful authority to execute this agreement and agrees to the terms and conditions stated within this agreement.

BLM 10. This written Agreement incorporates the entire understanding between the parties, there being no other agreements, verbal or written.

BLM 11. To adhere to copyright laws and proper company and composer identification, Director agrees to submit the following program information to all contest site entry forms:
Music Published by: Center X Productions, Inc. Composed by Sean Wagoner.
This must be used for all program books and program announcements when participating in the contests of choice. Please note: The title of the show or music purchased can be changed without any clearance from *Center X Productions*; however, the above information must still be submitted as requested to the contest site.

Pages 2-7 are due as soon as possible with deposit or payment in full to secure and process your order

CENTER X PRODUCTIONS

Performance Sites

PLEASE DUPLICATE AS NEEDED

Name of Site	Site Location	City	State	Date (mm/dd/yy)
Scott High School	5400 Old Taylor Mill Road	Taylor Mill	KY	08/24/18
Scott High School	5400 Old Taylor Mill Road	Taylor Mill	KY	08/31/18
Scott High School	5400 Old Taylor Mill Road	Taylor Mill	KY	09/21/18
Scott High School	5400 Old Taylor Mill Road	Taylor Mill	KY	10/19/18

The following signatures formalize this entire agreement between *Center X* and the Director at the stated educational facility. Signatures acknowledge agreement with the terms and conditions stated herein.

Executed in duplicate and dated this 23rd day of April 2018.

_____ Date 4/23/2018

*Band Director Signature (**Required**)*

Bryce L. Miller

Band Director (Print Name)

_____ Date 4/23/2018

*Principal Signature (**Required**)*

Dr. Brennon Sapp

Principal Signature (Print Name)

PLEASE NOTE: By signing this agreement, the Director agrees to provide *Center X* with accurate contest/competition sites.

Pages 2-7 are due as soon as possible with deposit or payment in full to secure and process your order

Financial Agreement

Center X Music..... $_____2000.00___

Additional cost for printing music ($125.00).....$_____

Finale / Sibelius Files (check availability - $100.00)..... $_____
(These are available mostly for music cuts and rewrites. We cannot guarantee playback on these files. You will need some knowledge on how to reconfigure sounds and sound banks, as well as Virtual Drumline notation practices. Older shows in Finale and Sibelius do not have linked parts.)

SmartMusic Files (check availability - $100.00)..... $_____

Other..... $_____

$__2000.00____**SUBTOTAL**

$_ ____Shipping/Handling
(Call for Amount)

$_____2000.00___**TOTAL**

$ _____1000.00___Minus
Deposit

$____$1000.00_
BALANCE DUE

(To check availability on Finale, Sibelius, SmartMusic files, and all other questions - Call 1-800-356-4381)

Financial Terms

1. This agreement is valid only when ***Center X*** receives and accepts the $1,000 deposit or **Payment in Full.**
2. The $1,000 deposit is applied towards the order total and is required to process your order. Deposits can be made with School Purchase Order, check (make payable to ***Center X Productions***), or by credit card in which ***Center X*** will supply Director or responsible financial party with the designated form for this method of payment.
   PLEASE NOTE: Your $1,000 deposit is refundable within the first 30 days of ***Center X*** receiving the contract and deposit. Past 30 days, your deposit is non-refundable as this goes towards the production and royalties that pertain to your order.

Scott High School

Financial Agreement
(Continued)

Financial Terms (Continued)

3. *Center X* will negotiate delivery date with the DIRECTOR when the deposit is received. **Therefore, the deposit should be sent as soon as possible to guarantee the best possible delivery date.**
4. **The remaining balance due for the field show materials will be paid for through one of the following methods (indicate ONE only).**

○ Band Booster Organization
Payment will be received the month of _____, 2018.

Booster Treasurer/Check Signer _____

Phone _____

Tax Exempt Number **(REQUIRED)** _____

Address _____

City/State/Zip _____

Email _____

◉ Purchase Order – Mailed or e-mailed copy of the purchase order is required as soon as it becomes available.
Purchase Order will be received the month of May 2018.

○ High School/Activity Check
Payment will be received the month of _____, 2018.

The following signatures formalize this entire agreement between Center X and the Director of Bands at the stated educational facility. Signatures acknowledge agreement with the terms and conditions stated herein. **Please note that the Principal must authorize all payment plans except for the Band Booster Organization option.**

_____ Date 04/23/2018
*Band Director Signature (**Required**)*

Bryce L. Miller
Band Director (Print Name)

_____ Date 04/23/2018
*Principal Signature or Authorized Band Booster Check Signer Signature (**Required**)*

Dr. Brennon Sapp
Principal Signature or Authorized Band Booster Check Signer (Print Name)

Authorized Purchase Amount (see Page 6 of Contract - Balance Due) $ 2,000.00

PLEASE NOTE: *Center X* agrees to provide the Director whose signature appears above with music arrangements and drill plus any additional items ordered on page 6 of this contract. By signing this agreement, the Director agrees to provide *Center X* with accurate instrumentation and auxiliary numbers by the deadline indicated. In the event the signing Director leaves the school location or position, this agreement is still binding to the Director's successor and all charges must be paid to *Center X* by the authorized signer of the order following delivery of the field show materials. **This is a binding financial agreement with the above listed school system and or band booster organization regardless of changes in personnel.**

Checks are to be made payable to: *Center X Productions*

Mailing Address: Center X Productions, Inc., 1200 Old Mayfield Road, Suite 101, Paducah, KY 42003

Pages 2-7 are due as soon as possible with deposit or payment in full to secure and process your order

Send to above address or E-Mail to david@msconcepts.com