

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 16, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve Ryland Heights Elementary to have an annual agreement with Swank Movie Licensing USA for public performance site license.

APPLICABLE BOARD POLICY:

01.11 General Powers & Duties

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The agreement with Movie Licensing USA was originally signed by the former school administrator in 2009. This agreement is purchased in order to show movies at various times throughout the school year.

FISCAL/BUDGETARY IMPACT:

Ryland Heights Elementary would pay the annual agreement cost of \$477.00 from their SBDM Other Supplies & Technology Related funding for the 2018-19 school year.

RECOMMENDATION:


Request approval for Ryland Heights Elementary to purchase an annual license with Swank Movie Licensing for the 2018-19 school year.

CONTACT PERSON:

Sara Callahan


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

JD 4-30-18

Movie Licensing USA

Public Performance Site License

For the Copyrighted Major Motion Pictures Exhibited by:
Ryland Heights Elementary School
Covington, Kentucky



Tim Swank, Chairman

ID: 146992-1

Date of Issue: 08/14/17 - 08/13/18

This certificate confirms that Ryland Heights Elementary School is hereby licensed by the copyright owners listed below to publicly exhibit movies in any legal form, and thereby is in full compliance with the U.S. Copyright Act (Title 17 of the U.S. Code). All exhibitions by your school of these copyrighted movies for non-teaching uses from the studios represented below are in full compliance with the copyright laws of the United States while this license is in effect. Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. The movies may be shown only inside your school building(s). The license enables use of any legal formats licensed for "home use only." The license does not cover showings where an admission is charged except to cover costs. If you choose to advertise through the public media (such as public radio, television or website), you may do so as long as the movie title and studio name are not used. The copyright of the movie remains the property of the copyright holder, who reserves all rights to protect their intellectual properties. This license will automatically renew at the end of your initial agreement.

Movie Licensing USA has the exclusive contract to license movies from the following studios to your school:



Disney • PIXAR



NBCUniversal

LIONSGATE



FINE LINE FEATURES

MIRAMAX



FOCUS
FEATURES

SWANK
MOVIE LICENSING USA

Annual Public Performance Site License Terms & Conditions

INSTRUCTIONS AND GUIDELINES

Form must be completed before license can be processed. The start date for the license is yours to select. The agreement will run consecutively from the chosen date for the time period selected. Movie Licensing USA does not provide a copy of the physical movie content; however, you may buy, borrow or rent movies from any legal source. This license authorizes unlimited movie showings by anyone in the school building, regardless of whether or not they are affiliated with the school.

LICENSE AND COPYRIGHT RESTRICTIONS

This license is for K-12 schools only. Refunds are not granted after the license has been processed; however, you may request cancellation any time after the initial term of agreement. Movie showings must take place inside the school building. Coverage does **not** include outdoor events or showings off campus. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of available studios can be found on our website. Violation of this agreement is subject to the penalties set forth in the Federal Copyright Act.

ADVERTISING GUIDELINES

We encourage you to print publicity materials from swank.com/k-12-schools to advertise the movie in your facility or to pass out directly to students and staff. If you choose to advertise through media (such as public radio, television or a website), you may do so, as long as the movie title and studio name are not used. For example, "Join us at ABC Elementary for a Family Movie Night at 7:00 p.m." is permitted.

ADMISSION FEES, CONCESSIONS AND DONATIONS

Admission may be charged to cover the cost of this license. However, the amount collected may **not** exceed the cost of the license. In lieu of, or in addition to charging an admission, you may suggest donations and/or provide concessions.

RENEWAL OF YOUR LICENSE

This Public Performance Site License is scheduled to renew at the end of your selected initial agreement. You may, however, request cancellation any time after the initial term of the agreement. Approximately one month prior to expiration, the renewal packet will be mailed. As long as payment is made promptly, your school will remain in compliance without interruption. Requests for cancellation may be made by calling toll-free **1.877.321.1300** or emailing: mail@movlic.com.

I have agreed to the Terms & Conditions as outlined above and authorize Movie Licensing USA to process my request as completed.

Signature: _____

Today's Date: _____

Print Name: _____

SCHOOL INFORMATION

School Name: Ryland Heights Elem.
 School District: Kenton County
 School Street Address: 3045 Stewart Rd.
 City: Ryland Heights State: ky Zip: 41015
 School Phone Number: 859.356.9270 Fax Number: 859.356.2846

Mailing address for license if different from above:

School Mailing Address: _____
 City: _____ State: _____ Zip: _____

Notes: _____

Two contact names are required to best service your account.

Please complete the order form below by filling in the primary and secondary contact boxes.

PRIMARY CONTACT

(Billing/Renewal Contact)

This person will receive the license, invoice and renewal information packet.

Full Name: Rae Jean Weaver
 Job Title: Bookkeeper
 Phone Number: 859.356.9270
 Email: raejean.weaver@Kenton.kyschools.us

SECONDARY CONTACT

(Movie Event Planning)

This person will receive movie suggestions, copyright info and ideas to share.

Full Name: Tammy Harris
 Job Title: Assistant Principal
 Phone Number: 859.356.9270
 Email: tammy.harris@Kenton.kyschools.us

☐ Please check this box if the primary contact should also receive movie ideas and suggestions.

SITE LICENSE DETAILS

Total Student Enrollment: 530 Total Price: \$ _____
 License Start Date: current license Term of Agreement: ☒ 1 yr. ☐ 2 yr. ☐ 3 yr. ☐ 4 yr. ☐ 5 yr.
 Your license will renew on this date. expires 8/13/18

PAYMENT OPTIONS

Bill Us:

☒ School at address above

☐ District office: _____

Attn to: _____

Address: _____

City, State, Zip: _____

Purchase Order #: _____

State Tax Exempt Number: _____

(Please include state issued exemption certificate)

Payment Included:

☐ Check enclosed (postal mail only)

☐ Credit card

Card Type: ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER

Card Number: _____

Expiration Date: _____

Name on Card: _____

Cardholder Signature: _____

Billing Zip Code: _____



1-877-321-1300
 859-356-9270
 859-356-2846
 859-356-9270

For Office Use Only

Credit Card Auth #: _____

Order #: _____