



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

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

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WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

August 23, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve The licensing agreement with MTI Productions for Ft. Wright to perform Disney's "The Jungle Book" musical.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year students at Ft. Wright Elementary perform a school play/musical. This year we would like to perform "The Jungle Book" and will need to purchase the rights and materials for the performance.

FISCAL/BUDGETARY IMPACT:

Ft. Wright Fund 21 Account \$645.50

RECOMMENDATION:

Approval for Ft. Wright to enter into a Licensing Agreement with MTI productions to produce and perform "The Jungle Book" musical.

CONTACT PERSON:

Bethany Howard or Kim Del Barba

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.*"

Terms and Conditions

FORT WRIGHT ELEMENTARY SCHOOL - DISNEY'S THE JUNGLE BOOK KIDS

Dramatic Performing Rights License

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

ACCOMPANIMENT AND GUIDE VOCAL CD	1
CHOREOGRAPHY DVD	1
DIRECTOR'S GUIDE	1
MEDIA DISK	1
PIANO VOCAL SCORE	1
STUDENT BOOK	30

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

Rider for DISNEY'S THE JUNGLE BOOK KIDS

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, firearms and feminine hygiene products. 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

FORT WRIGHT ELEMENTARY SCHOOL - DISNEY'S THE JUNGLE BOOK KIDS

Please read and print the following Show Billing information

FORT WRIGHT ELEMENTARY SCHOOL

Production of
Jungle Book Kids

Music and Lyrics by
Richard M. Sherman, Robert B. Sherman And Terry Gilkyson

Book Adapted and Additional Lyrics by
Marcy Heisler

Music Adapted and Arranged by
Bryan Louiselle

Based on the Screenplay by
Larry Clemmons

Based on the Novel The Jungle Book by
Rudyard Kipling

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 of their names 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 your name to the largest letter in the logo or artwork title.

MTI Credit

FORT WRIGHT ELEMENTARY SCHOOL - DISNEY'S THE JUNGLE BOOK KIDS

Please read and print the appropriate way to credit MTI.

Program/Poster/Advertising Credits for MTI:

MTI Billing

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

DISNEY'S THE JUNGLE BOOK KIDS

Is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

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:

The videotaping or other video or audio recording of this production is strictly prohibited.

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

THE KENTON COUNTY SCHOOL DISTRICT

Req # _____

REQUISITION

Gen Description _____

(ALL INFORMATION MUST BE COMPLETED CORRECTLY AND LEGIBLY)DATE 5/19/18 DELIVERY LOCATION _____TEACHER/DEPT Howard / DramaVENDOR NAME Music Theatre InternationalBUDGET 7060 rt

ADDRESS _____ ACCOUNT # _____

REQUESTED DELIVERY DATE _____

QTY	PART NUMBER	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Royalty Fee	99.00	99.00
2	1	Material Fee- Jungle Book Kids	396.00	396.00
3	1	Student Book Pack	75.00	75.00
4	1	Video License	75.00	75.00
5				
6				
7				
8				
9				
10				

Special Instructions:

_____ % Discount

Shipping

50.60

Total

~~695.60~~

645.60

CIRCLE THE TYPE OF PURCHASE, FILL IN ANY APPLICABLE BLANKS, AND ATTACH ANY REQUIRED DOCUMENTATION

- | | |
|--|---|
| 1. Bid No _____ | 8. Perishable Items |
| 2. State/Fed Gov't Agency/Coop Contract _____ | 9. Resale Item |
| 3. Competitive Negotiations (Small Purchase Determinations & Findings Form Required) | 10. Replacement Parts |
| 4. Small Purchase | 11. Significant Savings |
| 5. Emergency (Declared by Superintendent ONLY) | 12. Authorized Travel Outside of District |
| 6. Single Source | 13. Copyright Material |
| 7. Licensed Professional / Technician | 14. Other/Explanation _____ |

DETERMINATIONS & FINDINGS FORM IS REQUIRED FOR ITEMS 5-11

Teacher / Dept. Head Bethany HowardPrincipal Tina WartmanDate 5/19/18Date 5/19/2018

Program Coordinator _____ Purchasing _____

Date _____ Date _____