



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

Issue Paper

DATE:

April 29, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Dramatists Play Service, Inc. (DPS) to perform the production of The Crucible in the October of 2021. The show will be produced by the Dixie Drama Department.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year the Dixie Drama Department produces and performs a variety of shows including, but not limited to, first run Broadway shows. In the past shows have been performed for several sold out houses. In October of 2021, Dixie Drama would like to perform The Crucible. A detailed plan will be submitted if still necessary to address the issues of social distancing, mask wearing, etc. The plan will also specify that the show can be produced, rehearsed and performed in a manner that ensures health and safety for all involved according to the most current guidelines in place at the time is necessary Covid protocols are in place.

FISCAL/BUDGETARY IMPACT:

All expenses and monies collected for the show will be paid from the Dixie Drama Department. Expenses will include the rights to the show, props, costumes, sets, lighting, makeup, advertising, etc. Proceeds from ticket sales will benefit the Dixie Drama Department.

RECOMMENDATION:

Approval to Approval of the Dixie Drama Department to contract with Dramatists Play Services (DPS) to produce and perform the production of The Crucible in October of 2021.

CONTACT PERSON:

Alex Koenig

A blue ink signature of Alex Koenig, written in a cursive style.

Principal/Administrator

A blue ink signature of the District Administrator, written in a cursive style.

District Administrator

A blue ink signature of the Superintendent, written in a cursive style.

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.

440 Park Avenue South
New York, NY 10016



Tel. 212-683-8960
Fax 212-213-1539

NONPROFESSIONAL LICENSE

PRINT FOR YOUR RECORDS. INCLUDE A COPY
WITH PAYMENTS SENT BY REGULAR MAIL.

Alex Koenig
Dixie Heights High School
3010 Dixie Highway

Edgewood, KENTUCKY 41017
United States

Tel. 8593417650
Fax

alex.koenig@kenton.kyschools.us

Applicant Type: School/High School
Postal Code of Venue: 41017
Number of Performances: 4
License Period: 10/21/2021 - 10/23/2021
License Number: web359400
Customer Number:
Purchase Order Number:
Subtotal Amount Due: \$480.00

Final Total Amount Due will be reflected on your invoice.

Payment Due Date: 10/7/2021

*All fees must be paid in U.S. funds. You may pay by check, money order
or cashier's check or by credit card online at www.dramatists.com.*

Title: THE CRUCIBLE
Author(s): Arthur Miller

The above Subtotal Amount Due does not include shipping and handling fees for required or optional scores, sheet music, CDs, DVDs or other items. For more information see the paragraph entitled BILLING REQUIREMENTS.

The nonexclusive nonprofessional stage performance rights to THE CRUCIBLE are hereby granted to Alex Koenig for the period 10/21/2021 through 10/23/2021.

I, the applicant, individually and on behalf of any corporate or partnership entity, do hereby agree to comply with Dramatists Play Service, Inc.'s terms and conditions set forth below for the nonexclusive nonprofessional stage performance rights to THE CRUCIBLE.

TERMS AND CONDITIONS:

1. The play(s) must be presented only as published in the Dramatists Play Service, Inc. authorized acting edition(s), without any changes, additions, alterations, or deletions to the text or the title. These restrictions shall include, without limitation, not altering, updating, or amending the time, locales, or settings of the play(s) in any way, whether these elements are made explicit in the stage directions, or are clearly implicit in the text.

Furthermore, Producer acknowledges that casting also constitutes a part of the author's play. As such, if the gender identity, ethnicity, and/or race of the characters is made explicit in the stage directions, or is clearly implicit in the text, such casting requirements are deemed a business necessity and the characters are to be performed by actors who meet such bona fide occupational qualifications, unless the author has expressly approved other casting choices.

Requests for permission to make any changes to the text of the play or in the casting of the play must be made in writing to Dramatists Play Service for review and consideration by the author or copyright holder.

2. All playbills and programs must include the following on the title page: "[TITLE] is presented by special arrangement with Dramatists Play Service, Inc., New York."

3. You must adhere to any additional terms set forth in the license under the paragraph entitled **BILLING REQUIREMENTS**.

a. If there are no additional acknowledgment requirements set forth in the license under the paragraph entitled BILLING REQUIREMENTS, adhere to the following standards: The author(s) shall receive credit as sole and exclusive author(s) of the play in all programs distributed in connection with performances of the play(s) and in all instances in which the title(s) of the play(s) appears for purposes of advertising, publicizing or otherwise exploiting the play(s) and/or a production thereof. The name(s) of the author(s) must appear on a separate line in which no other name appears, immediately beneath the title(s) and in size and prominence of type equal to 50% of the largest letter used for the title(s) of the play(s).

4. Performances must take place on the dates specified on the license and in the location designated. Any proposed changes in the dates, venue, or number of performances must receive prior written approval Dramatists Play Service, Inc, in order to be effective.

5. Payment should be received in full by the due date. As permitted by law, should my/our account need to be placed with a collection agency or attorney by Dramatists Play Service, Inc., I/we agree to pay any and all costs and expenses of no more than 30% of the total licensing fee(s) past due, including but not limited to all actual attorney fees and court costs incurred by Dramatists Play Service, Inc.

6. If you cancel any performances you must notify us in writing via the cancellation application on the DPS website and state the reason for the cancellation.

Refund Policy:

- a. If you submit your cancellation request **before** the first performance, a full refund will be processed.
- b. If you submit your cancellation request **after** the first performance, but within 14 days after the last performance, a \$25 cancellation fee will be applied.
- c. If you submit your cancellation request later than **14 days after the last performance**, your licensing fees will not be refunded.

7. This authorization applies to nonprofessional stage performance rights only. All other rights of every kind nature, including but not limited to television, video or audio, in whole or in part, or any other form of mechanical or electronic reproduction, such as information storage and retrieval systems, recording, web pages and photocopying, are reserved by the author(s) and are not included in this authorization. Reproduction of any kind, including for personal use, is also strictly prohibited.

8. In addition, amateur leasing rights for this production or for any of the plays listed in our Catalogue may be withdrawn by the Play Service at any time. Any fees previously paid will be promptly refunded, and Dramatists Play Service, Inc. shall have no other financial or legal responsibility with regard to such withdrawal.

BILLING REQUIREMENTS:

SPECIAL NOTE

Anyone receiving permission to produce THE CRUCIBLE is required to give credit to the Author as sole and exclusive Author of the Play on the title page of all programs distributed in connection with performances of the Play and in all instances in which the title of the Play appears for purposes of advertising, publicizing or otherwise exploiting the Play and/or a production thereof. The name of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and in size of type equal to 50% of the size of the largest, most prominent letter used for the title of the Play. No person, firm or entity may receive credit larger or more prominent than that accorded the Author.