



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:

August 15, 2019

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract from Dramatists Play Service, Inc. (DPS) to perform the production of Coney Island Christmas in December 2019. The show will be produced by the Dixie Drama Department.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each winter season the Dixie Drama Department produces and performs a variety of shows including, but not limited to, first run Broadway shows. During the spring of 2019, the Dixie Drama Department performed Mama Mia to several sold out houses. In December of 2019, Dixie Drama would like to perform/produce the production Coney Island Christmas.

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 of The Dixie Drama Department to contract with Dramatists Play Service, Inc. (DPS) to produce and perform the production of Coney Island Christmas.

CONTACT PERSON:

Alex Koenig


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 Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

NONPROFESSIONAL LICENSE

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

Alex Koenig
Kenton County School District
3010 Dixie Highway

EDGEWOOD, KENTUCKY 41017
United States

Tel. 859341-7650
Fax 1859466638

alex.koenig@kenton.kyschools.us

Applicant Type: School/High School
Postal Code of Venue: 41017
Number of Performances: 4
License Period: 12/05/2019 - 12/07/2019
License Number: web240951
Customer Number:
Purchase Order Number:
Subtotal Amount Due: \$400.00

Final Total Amount Due will be reflected on your invoice.

Payment Due Date: 11/21/2019

*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: CONEY ISLAND CHRISTMAS

Author(s): Donald Margulies, based on the story "The Loudest Voice" by Grace Paley

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 CONEY ISLAND CHRISTMAS are hereby granted to Alex Koenig for the period 12/05/2019 through 12/07/2019.

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 CONEY ISLAND CHRISTMAS.

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. Furthermore, the gender or race of the characters may not be changed or altered in production in any way, and the characters are to be performed by actors who match the specified gender or race, unless the author has indicated flexible casting possibilities.

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.

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SPECIAL NOTE

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CONEY ISLAND CHRISTMAS

by Donald Margulies

based on the story "The Loudest Voice" by Grace Paley

(The credit for "The Loudest Voice" should be 50% the size, boldness and prominence of the credited Author.)

In addition, the following acknowledgments must appear on the title page in all programs distributed in connection with performances of the Play:

"Coney Island Christmas" was originally commissioned and produced by

Geffen Playhouse

(Gilbert Cates, Producing Director; Randall Arney, Artistic Director; Ken Novice, Managing Director)

ADDITIONAL NOTE:

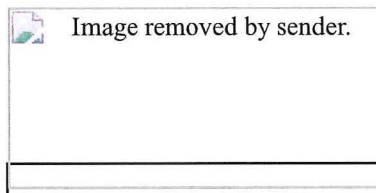
CONEY ISLAND CHRISTMAS was created for a specific, southern California audience. With permission of the author,

the brief scenes that book-end the central flashback may be customized to fit the locale of a particular production. Elements where minimal changes may be permitted are noted in brackets. Please submit your request by contacting Dramatists Play Service, Inc.

From: "nonpro@dramatists.com" <nonpro@dramatists.com>
Date: Wednesday, July 31, 2019 at 2:59 PM
To: "Koenig, Alex" <alex.koenig@kenton.kyschools.us>
Subject: DPS License ID# web240951 (alex.koenig@kenton.kyschools.us)

External Message

440 Park Avenue South
New York, NY 10016



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

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7/31/2019

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Alex Koenig
Kenton County School District
3010 Dixie Highway

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