

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

Issue Paper

DATE:

11/17/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Approve the contract with Carnegie Visual & Performing Arts Center, Inc., for Twenhofel Middle School to perform the musical Willy Wonka Junior Performance. The students will provide a showing of the performance to the Twenhofel student body as well as two nightly performances during the spring 2023 semester.

APPLICABLE BOARD POLICY:

01.1 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Twenhofel Middle School embraces the arts and student engagement. This musical performance showcases the talents of our students and allows for students to be connect to the Arts as well as the school through extracurricular activities.

FISCAL/BUDGETARY IMPACT:

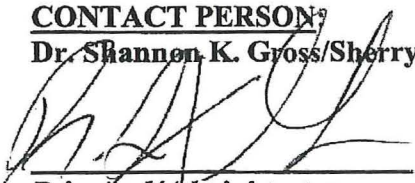
A total of \$805.00 that will come from the Chorus Budget

RECOMMENDATION:

Approval to Approve the contract with Carnegie Visual & Performing Arts Center, Inc., for Twenhofel Middle School to perform the musical Willy Wonka Junior Performance. The students will provide a showing of the performance to the Twenhofel student body as well as two nightly performances during the spring 2023 semester.

CONTACT PERSON:

Dr. Shannon K. Gross/Sherry Clark,


Principal/Administrator
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.

Via E-mail: sherry.clark@kenton.kyschools.us (3 pages total)

November 3, 2022

Sherry Clark
Twenhofel Middle School
Independence, Kentucky

RE: *Willy Wonka Junior* Performance License

You recently placed an order with one of our music retailers for the Broadway Junior ShowKit, *Willy Wonka Junior*, which has been sent to me for licensing. All Broadway Junior shows must have a performance rights license completed and one is attached which covers your production of this show.

Please fill out the top section of the license, initial item #3, sign and date the bottom and fax it to **414-774-0747** or scan and email it to **broadwayjunior@halleonard.com**. You do not need to mail a hard copy.

We cannot ship your ShowKit until we receive your completed license. All licenses must be returned within 60 days.

Please note that all actors must be enrolled in Grade 9 or under.

Please note that there is no video or audio taping allowed of this show.

Also for your reference only, I have included a product price list. For a complete list and information on all the junior musical shows available, please visit our web site at www.halleonard.com/choral and click on CLASSROOM MUSIC.

If you have any questions, please contact me at **800-524-4425 ext. 5370**.

Sincerely,



Jody A. Kulig
Licensing Coordinator for Junior Musical ShowKits
broadwayjunior@halleonard.com

Attachment

THIS LICENSE IS FOR WILLY WONKA JUNIOR (60-70 MINUTE SHOW). THERE IS ALSO A WILLY WONKA KIDS (30 MINUTE SHOW) AVAILABLE. PLEASE BE SURE THIS LICENSE IS FOR THE SHOW YOU WANT.



Contract #: 51591609

**DRAMATIC PERFORMING RIGHTS LICENSE for
WILLY WONKA JUNIOR**

By signing below, You the undersigned ("You" or "Your"), hereby agree to perform this musical show, using the authorized ShowKit™ from MTI's Broadway Junior Collection® (the "ShowKit™") provided in conjunction with the issuance of this license:

School:	<u>Twenhofel Middle</u>	Principal:	<u>Dr. Shannon Gross</u>
Teacher:	<u>Sherry Clark</u>	Teacher E-mail:	<u>sherry.clark@kenton.kyschools.us</u>
School Address:	<u>11846 Taylor Mill Rd</u>	City:	<u>Independence</u> ST/PRV: <u>Ky</u> Zip/PC: <u>41051</u>
School Telephone:	<u>(859) 356-5559</u>	School Fax:	<u>(859) 356-1137</u>

Your ShowKit™ includes the following materials: (30) Actor's Scripts (script & music)
(1) Director's Guide (including logo pages, production handbook, script, etc.) • (1) Piano/Vocal Score
(2) Accompaniment and Guide Vocal CDs • (1) Choreographic DVD • (1) Media Disk • (30) Family Matters Booklets

YOU AGREE TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. You shall have unlimited rights to perform this play during the following dates: **11/17/2022 to 11/17/2023**.
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. You agree that: [a] ticket prices for any performance of the show shall not exceed \$10.00 per ticket, and [b] no performances 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.
2. The performance rights granted by this license apply only to the school named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play.
3. (PLEASE INITIAL) You affirm You represent an accredited school and affirm that this play will be performed solely by Your students enrolled in ninth grade and under.
4. The student libretto/vocal books are to be distributed to the performers and are theirs to keep.
5. 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 tee shirts if purchased from Music Theatre International. You will inform the parents and students that they are also bound by this prohibition.
6. You understand that this play is fully protected by 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 to some students as needed which may contain up to a maximum of three (3) songs per each 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 digital sequencing. You, on behalf of the undersigned school, assume full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement.

SHOWKITS™ ARE NON-TRANSFERABLE AND NON-REFUNDABLE.**AGREED TO AND ACCEPTED BY:**

Print Your Name: _____ Title: _____

Your Signature: _____ Date: _____



CONTRACT NO. 111122

**THE CARNEGIE VISUAL & PERFORMING ARTS CENTER
COVINGTON, KENTUCKY**

This Agreement is executed as of November 11, 2022, by and between the **CARNEGIE VISUAL & PERFORMING ARTS CENTER, INC.**, a Kentucky non-profit organization ("The Provider"), and the **Twenhofel Middle School** ("The Contractor")

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES. The Carnegie hereby agrees to provide the following services during school to **Twenhofel Middle School** continuing through May of 2023. The Program(s) will be held on the date(s) indicated on Exhibit A (the "Program Date").

- The Carnegie will provide two (10 session) theatre residencies for grades 6 and 7 and one (3 session) public speaking residency for grade 8 during school at **Twenhofel Middle School**.
- The Carnegie will design, communicate, prepare, travel, purchase necessary supplies, and instruct each workshop.

2. SERVICES FEE. **Twenhofel Middle School** ("The Contractor"), upon receipt of the invoice calculated and submitted prior to the first day of the program; will pay The Carnegie Visual and Performing Arts Center ("The Provider") \$35 per contact hour.

A minimum total amount of \$805 will be paid to the Carnegie. Invoices will be submitted prior to the program to be paid in full at the completion of the program. The fee and payment dates are indicated on Exhibit A (the "Program Date").

3. PROVIDER CONSENT AND COMPLIANCE TO RULES & REGULATIONS. The Provider shall teach in a safe and careful manner and in compliance with all federal, state, and local laws, ordinances, and rules and regulations. ("Rules and Regulations").

4. NOTICES. Invoices and notices under this Agreement shall be sent to the following addresses:

If to "The Contractor": **Twenhofel Middle School**
11846 Taylor Mill Road
Independence, KY 41051
Sherry Clark

If to "The Provider": The Carnegie
1028 Scott Blvd.
Covington, Kentucky 41011
T.859-491-2030
Alissa Paasch
Education Director

Notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified or registered mail, postage paid, to the other party at the address set forth above or to such other persons and address as either party may designate in writing.

5. MISCELLANEOUS.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreements between them respecting any matter covered by this Agreement. To the extent there are any conflicts between terms stated herein and terms stated in any letter of proposal or other document or correspondence related to this Agreement or to the Program, the terms herein shall control.

5.2 Assignment. This Agreement shall not be assigned by "The Provider" without the express written consent of "The Contractor".

5.3 Force Majeure. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be responsible to the other for failure to perform any provision of this Agreement arising from cause beyond its control, including but not limited to floods, civil disturbances, war, riot, acts of God, governmental rules, laws or actions, fires, and embargoes. If such a situation should arise, this Agreement may be terminated by either party upon written notice to the other by registered mail, in which event both parties shall be relieved of any responsibility under this Agreement.

5.4 Severability. If a court in any proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such

provision to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to affect the original intent of the parties to the greatest extent possible.

5.5 Governing Law. This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules and with jurisdiction over any action related to this Agreement limited to courts located in Kenton County, Kentucky.

5.6 Injunctive Relief. The parties hereto agree that Carnegie may enforce this Agreement by seeking specific performance, without any necessity of the showing of irreparable harm or posting a bond, which requirements are hereby waived, and that by seeking specific performance, Carnegie shall not be precluded from seeking or obtaining any other relief to which it may be entitled.

5.7 Captions; References. The captions and Section headings used herein are for convenience only, shall not be deemed part of this Agreement and shall not in any way restrict or modify the context or substance of any provision hereof. All Section references herein shall refer to Sections of this Agreement unless the context otherwise requires.

5.8 Further Assurances. Each party hereby shall perform such further acts and execute such further agreements as may be reasonably required to carry out the provisions and intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]