



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

Issue Paper

DATE:

September 8, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Dixie Heights High School and The Technopraxis Group to provide the sound design for the production of Radium Girls in November of 2023. 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 November of 2023, Dixie Drama would like to perform Radium Girls.

FISCAL/BUDGETARY IMPACT:

All expenses for the show will be paid from the Dixie Drama Department. The sound design cost will be approximately \$139.00. Proceeds from ticket sales will benefit the Dixie Drama Department.

RECOMMENDATION:

Approval to contract with Dixie Heights High School and The Technopraxis Group to perform the provide the sound design for the production of Radium Girls in November of 2023. The show will be produced by the Dixie Drama Department.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen/Alex Koenig


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.



Sound Design Licensing Agreement

This Sound Design Licensing Agreement is entered into and is dated October 3, 2023, by and between the Kirk D. Longhofer dba The Technopraxis Group (the "**LICENSOR**") and the entity specified below (the "**LICENSEE**").

This license covers the use of certain audio, documentation, and programming files, collectively making up a Sound Design (the "**DESIGN**") for use in the play "**RADIUM GIRLS**" (the "**PLAY**").

In return for compensation agreed upon, the **LICENSOR** hereby grants the **LICENSEE** rights to the use of the **DESIGN** for a production of the **PLAY** scheduled to begin performances on October 26, 2023.

This license is granted for unlimited rehearsal use, and for any number of performances for a period of 30 days commencing on the date of first performance specified above. At the conclusion of this term, the **LICENSEE** agrees to delete or otherwise destroy all audio, documentation, and programming files relating to the **DESIGN**.

The **DESIGN** as whole, as well as any original or compiled sound effects and any original music provide as part of the design are the copyrighted property of the **LICENSOR**, and may not be used for any purpose other than as outlined herein. This license is non-exclusive, and does not convey any ownership or any other rights to the **LICENSEE**, except as outlined above.

The **DESIGN** may not be used for additional performances or productions other than those outlined above, by any party, without the expressed written permission of the **LICENSEE**.

In some cases, the **DESIGN** may include the use of copyrighted musical selections. In any such case, the musical selection will be clearly identified in the **DESIGN** documentation as "copyrighted material." Alternative musical selections not protected by copyright will generally also be provided as part of the **DESIGN**. The **LICENSEE** is entirely and wholly responsible for seeking any permissions or licenses required for the use of any copyrighted material.

The **LICENSEE** is also required to obtain any necessary music performance rights licenses for the use of pre-show, intermission, or post-show playlists provided as part of the **DESIGN**.

The **LICENSEE** agrees to fully defend, indemnify and hold harmless the **LICENSOR** from all claims, lawsuits, demands, or actions of any kind resulting from the use of the **DESIGN** by the **LICENSEE**. This includes, without any limitation, the payment of any and all fees, penalties, fines, judgements, awards, attorney's fees, and any other costs incurred by the **LICENSOR** with respect to the **LICENSEE**'s use of the **DESIGN**.

The Technopraxis Group
Kirk D. Longhofer
www.technopraxis.org

In the event that any provision of this agreement is determined to be illegal, void or unenforceable, such determination shall not affect the remainder of this agreement, which shall continue to be in full force and effect.

LICENSEE agrees to credit Kirk D. Longhofer as Sound Designer in the show program and in any other promotional material in the same manner and format as the lighting, scenic, costume, or other designers. Please contact us if a program bio is needed. Please provide a copy of your program by email. A photograph or two is also greatly appreciated. THANK YOU!

The party below warrants and promises that they have the authority to enter into and bind their organization to the terms and conditions of this licensing agreement

In witness hereto, the parties execute this agreement as of the date first written above.

For the LICENSEE

Dixie Heights High School
By: Alex Koenig
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Edgewood, KY 41017
859-341-7650
alex.koenig@kentonschools.us

For the LICENSOR

The Technopraxis Group
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