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# Issue Paper

**DATE:**

July 18, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract with Dixie Heights High School and The FJH Music Company for use of a non-exclusive licensing agreement for the Dixie Heights High School Marching Band.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Each year the Dixie Heights High School Marching Band develops and performs competition shows, community shows and half time shows. This year they would like to enter into an agreement with FJH Music Company for use of a special arrangement "Hypnotic Fireflies by Brian Balmages which is controlled by FJH Music Company

**FISCAL/BUDGETARY IMPACT:**

All expenses for the use of the musical arrangement will be paid using the Band school activity account.

**RECOMMENDATION:**

Approval to contract with Dixie Heights High School and The FJH Music Company for use of a non-exclusive licensing agreement for the Dixie Heights High School Marching Band.

**CONTACT PERSON:**

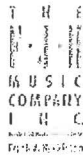
Roddy Stainforth/Teresa Catchen/Sarah Shamblin

  
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.*



May 17, 2024

VIA EMAIL: [sarah.shamblin@dixieheights.kyschools.us](mailto:sarah.shamblin@dixieheights.kyschools.us)

Sarah Shamblin, Band Director

Dixie Heights High School, 010 Dixie Hwy., Edgewood, Kentucky 41017

RE: Request to Arrange; reference no. 2483020 – B1522

Dear Sarah:

We have received and reviewed your request to make a special arrangement as detailed below. The FJH Music Company Inc. will grant you permission to do the arrangement under the specific conditions provided in this agreement. If you and your school agree to these terms, upon receipt of a signed agreement and all materials and fees called for below, including the signature of an authorized FJH representative, this license will be considered in full force and effect. **Please note that this license requires the signatures of the requesting person AND the school's principal or superintendent.** Upon full execution, we will return a copy to you for your records. **It is important to note that, until all conditions are met, as indicated, and the school representatives and FJH have signed where indicated, this license is not in effect. To proceed without an agreement in place would be an infringement of our copyrights.**

Sincerely,

*Sue Kalman*

Sue Kalman

Director of Business & Legal Affairs

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License No. 2483020 – B1522

1. The FJH Music Company Inc. ("FJH") enters into this non-exclusive licensing agreement with Dixie Heights High School ("School") to grant School permission to produce a special arrangement (the "Arrangement") of FJH's controlled composition, *Hypnotic Fireflies* by Brian Balmages (the "Work"), under the specific terms contained herein.
2. The Arrangement will encompass <<portion to be utilized provided in number of measures of minutes>> Work for marching band usage, only, with standard marching band instrumentation.
3. The Arrangement must not alter the underlying, fundamental nature of the Work.
4. The Arrangement is for the sole use of the School entering into this license agreement, for the sole use by the students in the School's marching band; it may not be, sold, loaned, borrowed, copied, or otherwise distributed or disseminated to any other parties. Further, the license will be issued on behalf of the School, not to the director of the performing group (although the requesting director is a signator in this agreement).
5. No right to record or to produce additional copies is hereby granted. A separate license is required for any recording (audio or video) of this Arrangement.
6. This permission shall expire eighteen (18) months after the date it is signed below by FJH.
7. All score copies and parts of the Arrangement shall bear (on their first pages) the FJH copyright notice (as it is indicated on the published version from which the Arrangement emanates) along with the words, "Arranged by Permission" next to it.

8. The School will furnish FJH with a complete copy of the score and parts of the Arrangement immediately upon its availability, but in no event later than ninety (90) days from the date of FJH's signing below.
9. The School will have the Arrangement made by a person connected with the School as a work for hire, without any payment or obligation, whatsoever, by FJH; neither the School nor the arranger will have any copyrights, whatsoever, in the Work or in the Arrangement; FJH retains full and sole rights of registering the Arrangement for copyright, at its discretion, registering it as a work made for hire, with all rights appurtenant thereto remaining with FJH.
10. The School agrees to pay to FJH three hundred fifty dollars (\$350.00) as full payment for the permission herein granted. This license is granted on a "most favored nations" basis. If any licensor receives a higher royalty than that stated herein, FJH shall also receive such higher royalty and same shall be automatically included herein as if it were an original term of this license.
11. This license represents the entire agreement between FJH and the School; it may not be modified or amended except by written agreement, signed by FJH and School representatives, and attached as an addendum to this license. Facsimile and/or e-mail pdf/jpg file signatures to this agreement shall be acceptable and binding.
12. This license has been entered into and, by agreement of the parties, is to be governed by and construed in accordance with the laws of the State of Florida applicable to agreements between residents of Florida as if to be wholly executed and performed therein. Any action or proceeding brought by either party against the other arising out of or related to this license shall be brought solely and exclusively in a federal or state court of competent jurisdiction located in Broward County, Florida, U.S.A., and each party consents to the in personam jurisdiction of said courts and waives any other jurisdictional, venue or forum non conveniens objections to such courts.
13. By signing below, the School representatives affirm that they are duly authorized, under law, to enter into this legally binding agreement on behalf of the School.

AGREED TO AND ACCEPTED:

DIXIE HEIGHTS HIGH SCHOOL

\_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Superintendent

\_\_\_\_\_  
Print name of Principal or Superintendent

THE FJH MUSIC COMPANY INC.:

\_\_\_\_\_  
Sue Kalman

Director of Business & Legal Affairs

Date: \_\_\_\_\_

Date: \_\_\_\_\_