

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 10/27/21

Contract/Agreement Vendor:   
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

*Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.*

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

**Summary** *This area must be complete with full explanation of contract*

The quoted cost of \$528.00 is for services for 301-500 students and will be paid from Arrowhead Elementary 889 Media Center Fund. The dates of service will be 12/01/21-06/30/22. The vendor will provide appropriate licensing by the copyright owners i.e. Walt Disney, Warner Bros, Sony, Lionsgate, Miramax, Disney-Pixar, MGM, etc.

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## MEMORANDUM

To: BOE

From: Tobi Kula, Arrowhead Elementary

Date: November 8, 2021

Re: SWANK MOVIE LICENSING USA

### **SUBJECT**

Discussion, motion and vote on to approve or disapprove a RENEWAL contract between SWANK MOVIE LICENSING USA and Broken Arrow Public Schools for MOVIE LICENSE COPYRIGHTS

### **ENCLOSURES/ATTACHMENTS**

Contract agreement – ATTACHED

### **SUMMARY**

The quoted cost of \$528.00 is for services for 301-500 students and will be paid from ARROWHEAD ELEMENTARY 889 MEDIA CENTER FUND. The dates of service will be 12/01/2021-06/30/2022. The vendor will provide appropriate licensing by the copyright owners i.e. Walt Disney, Warner Bros, Sony, Lionsgate, Miramax, Disney-Pixar, MGM, etc.

### **FUNDING**

AH MEDIA 889/441/900/1050/000/120

### **RECOMMENDATION**

Approve



# Annual Public Performance Site License Order Form

Please fax, email or mail form when complete.

## SCHOOL INFORMATION

School Name: ARROWHEAD ELEMENTARY

School District: BROKEN ARROW PUBLIC SCHOOLS

School Street Address: 915 WEST NORMAN STREET

City: BROKEN ARROW State: OK Zip: 74012

School Phone Number: (918)259-4390 Fax Number: (918)251-8183

*Mailing address for license if different from above:*

School Mailing Address: 915 WEST NORMAN STREET

City: BROKEN ARROW State: OK Zip: 74012

Reason for Ordering License: STUDENT ACTIVITY AND ENGAGEMENT

Notes: \_\_\_\_\_

Two contact names are required to best service your account. Please provide at least one school contact.

### BILLING/RENEWAL CONTACT

*This person will receive the invoice and renewal information packet.*

Full Name: TOBI KULA

Job Title: PRINCIPAL

Phone Number: (918)259-4390

Email: TLKULA@BASCHOOLS.ORG

### MOVIE EVENT PLANNING CONTACT

*This person will receive movie suggestions, copyright info and ideas to share.*

Full Name: LISA GARCIA

Job Title: PRINCIPAL'S SECRETARY

Phone Number: (918)259-4390

Email: LGARCIA@BASCHOOLS.ORG

Please check this box if the Billing/Renewal Contact should also receive movie ideas and suggestions.

Additional email addresses for newsletters (if applicable): \_\_\_\_\_

## SITE LICENSE DETAILS

Total Student Enrollment: 425

Total Price: \$ 528.00

License Start Date: 12/01/2021

Term of Agreement:  1 yr.  2 yr.  3 yr.

Your license will renew on this date.

## PAYMENT OPTIONS

### Bill Us:

School at address above

District office: BROKEN ARROW PUBLIC SCHOOLS

Attn to: FINANCE

Address: 701 SOUTH MAIN STREET

City, State, Zip: BROKEN ARROW, OK 74012

Purchase Order #: \_\_\_\_\_

State Tax Exempt Number: \_\_\_\_\_

*(Please include state issued exemption certificate)*

### Payment Included:

Check enclosed (*postal mail only*)

Credit card

Card Type:  VISA  MC  AMEX  DISCOVER

Card Number: \_\_\_\_\_

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

Name on Card: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

### For Office Use Only

Credit Card Auth #: \_\_\_\_\_

Order #: \_\_\_\_\_



# Annual Public Performance Site License Terms & Conditions

## INSTRUCTIONS AND GUIDELINES

This form must be completed before the license coverage can be processed. The start date for the license is yours to select. The agreement will run consecutively from the chosen date for the time period selected. Swank Movie Licensing USA does not provide a copy of the physical movie content; however, you may buy, borrow or rent physical copies of the movie or stream movies from any legal source. This license authorizes unlimited movie showings by anyone in the school buildings, regardless of whether or not they are affiliated with the school. The invoice and all licenses are sent directly to the billing/renewal contact listed on this agreement.

## LICENSE AND COPYRIGHT RESTRICTIONS

This license is for K-12 schools only. Refunds are not granted after the license has been processed; however, you may request cancellation any time after the initial term of agreement. Movie showings must take place inside the school building. Coverage does **not** include outdoor events or showings off campus. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of available studios can be found on our website.

## ADVERTISING GUIDELINES

We encourage you to print publicity materials from [swank.com/k-12-schools](http://swank.com/k-12-schools) to advertise the movie in your facility or to pass out directly to students and staff. You are permitted to use the studio approved images provided by Swank. Please note that these images may not be edited or altered and must include the © symbol and the studio name. Advertising movie showings via on-premises signage, the school specific website, email targeted to families of students, school specific social media accounts or direct mail to enrolled student's families is acceptable.

## FUNDRAISING AND DONATIONS

When fundraising at movie events, an unlimited amount of funds can be raised for the school. These funds can come from suggested donations, concessions, giveaways, and more. Some popular event ideas are Dinner and a Movie (charging for dinner), Parent's Night Out (charging for childcare), or Book to Movie themed showings (bringing a book to donate to the library).

## RENEWAL OF YOUR LICENSE

This Public Performance Site License is scheduled to renew at the end of your selected initial agreement. You may, however, request cancellation any time after the initial term of the agreement. Approximately one month prior to expiration, the renewal packet will be mailed. Any changes to the list of licensed schools need to be submitted prior to the current license expiration. As long as payment is made promptly, your district will remain in compliance without interruption. Requests for cancellation may be made by calling toll-free **1.877.321.1300** or emailing: [movielicensing@swankmp.com](mailto:movielicensing@swankmp.com)

I have agreed to the Terms & Conditions as outlined above and authorize Swank Movie Licensing USA to process my request as completed.

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

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