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 26, 2020

AGENDA ITEM (ACTION ITEM):
Consider/Approve Retroactively, the agreement and Sora Activation Form for the Kenton County School District to set up an OverDrive Sora account that all district schools can use to access free digital content. Additionally, approval for KCSD Schools to sign a Sora Content Deposit Forms for the purchase of additional digital content to be added to the account.

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
Through the OverDrive Sora District account students can access free digital content. Individual schools can purchase titles specific to classroom needs. Our high schools have agreed to share their content with each other and students gain access using their KCSD assigned student email account through Google Suite. Likewise, our middle schools will share content and our elementary schools will share content. The student email will only allow the student to access grade appropriate content.

FISCAL/BUDGETARY IMPACT:
KCSD Account – Free Individual Schools – Based on $1.00 per student – SBDM Funds

RECOMMENDATION:
Approval of Retroactively, the agreement and Sora Activation Form for the Kenton County School District to set up an OverDrive Sora account that all district schools can use to access free digital content. Additionally, approval for KCSD Schools to sign a Sora Content Deposit Forms for the purchase of additional digital content to be added to the account.

CONTACT PERSON:
Nate Niemi on behalf of Shannon Bosley

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.

Kenton County Board of Education
Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jesica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

Sora
The student reading app

Sora Activation Form

District Information

Name of District:	Kenton County School District
School Address	1055 Eaton Drive
City, State, Postal Code:	Ft. Wright, KY 41017

Primary Contact

Name:	Shannon Bosley	Title:	Libray Media Specialist
Telephone:	(859) 341-7650	Work Email:	shannon.bosley@kenton.kyschools.us

Technology/Authentication Contact

Name:	Chris Setters	Title:	Director of Technology
Telephone:	(859) 344-8888	Work Email:	chris.setters@kenton.kyschools.us

Authentication Type (Please select one)

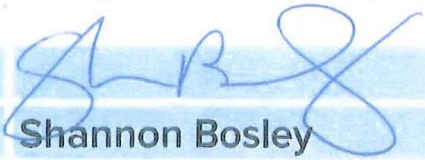
☐ LDAP	☐ Federated	☑ Google G Suite	☐ Direct ILS/LMS Authentication

OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails. Opt In: ☑

Access Agreement: OverDrive products and services for schools are licensed pursuant to the OverDrive Sora Access Agreement, available at https://company.overdrive.com/sora-aa.pdf, the terms of which are incorporated herein and which may be modified from time to time.

Public Library Connect: School Account consents to enrollment in Public Library Connect ("PLC") to allow access for School Account to the OverDrive digital collection available at their local public library, according to the Public Library Connect School Terms and Conditions available at https://company.overdrive.com/school-plctc.pdf; or If School Account does not consent to enroll in Public Library Connect, check this box to Opt Out: ☐

Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature)		Title:	Libray Media Specialist
Name: (Print)	Shannon Bosley	Date:	3/13/20

Please complete this form and email to sales@overdrive.com or return by fax to +1 216-573-6889.

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Sora
The student reading app

Sora Content Deposit

School Information

Name of School/District: **Kenton County Schools**

School Address: **Beechgrove 1029 Bristow Road, Independence, KY 41051**

Primary Contact

Name: **Jessica Nitschke** Title: **librarain**

Telephone: **859-371-1636** Work Email: **jessica.nitschke@kenton.kyschools.us**

Accounting Information

Name: Title:

Telephone: Work Email:

Bill To Address:

Content Deposit Amount

$ 1,500.00

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- If School Account does **not** consent to enroll in Public Library Connect, check this box to Opt Out: ☐

Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature) Title: **librarain**

Name: (Print) Date:

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Sora Content Deposit

School Information

Name of School/District:	Kenton County / FT. WRIGHT ELEMENTARY
School Address:	501 Farrell Drive Covington, KY 41011

Primary Contact

Name:	Erin E. Weaver	Title:	LMS
Telephone:	859-331-7742	Work Email:	erin.weaver@kenton.kyschools.us

Accounting Information

Name:	Kim DelBarba	Title:	book keeper
Telephone:	859-331-7742	Work Email:	kim.delbarba@kenton.kyschools.us
Bill To Address:	501 Farrell Drive Covington, KY 41011		

Content Deposit Amount

$ 525.00

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- If School Account does **not** consent to enroll in Public Library Connect, check this box to Opt Out: ☐

Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature)		Title:	LMS
Name: (Print)		Date:	

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Sora Content Deposit

School Information

Name of School/District:	River Ridge Elementary, Kenton County School District
School Address:	2772 Amsterdam Road Villa Hills, KY 41016

Primary Contact

Name:	Melissa	Title:	
Telephone:	859-341-5260	Work Email:	melissa.robinson@kenton.kyschools.us

Accounting Information

Name:	Sherry Taylor	Title:	Financial Secretary
Telephone:	859-341-5260	Work Email:	sherry.taylor@kenton.kyschools.us
Bill To Address:	2772 Amsterdam Road Villa Hills, KY 41017		

Content Deposit Amount

$ 1,000

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Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature)		Title:	
Name: (Print)		Date:	

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Sora

Sora Content Deposit

School Information

Name of School/District:	TWENHOFEL MIDDLE Kenton County
School Address:	11846 Taylor Mill Rd Independence, KY 41051

Primary Contact

Name:	Ellen Graydon	Title:	LMS
Telephone:	859-356-5559	Work Email:	ellen.graydon2@kenton.kyschools.us

Accounting Information

Name:	Mary Jo Schmiade	Title:	Bookkeeper
Telephone:	859356-5559	Work Email:	maryjo.schmiade@kenton.kyschools.us
Bill To Address:	11846 Taylor Mill Rd. Independence, KY 41051		

Content Deposit Amount

$ 1000.00

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- If School Account does **not** consent to enroll in Public Library Connect, check this box to Opt Out: ☐

Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature)	Ellen Graydon	Title:	LMS
Name: (Print)	Ellen Graydon	Date:	8/3/20

Please complete this form and email to sales@overdrive.com or return by fax to +1 216-573-6888.

Sora
The student reading app

Sora Content Deposit

School Information

Name of School/District:	Kenton County School District
School Address:	Woodland Middle School 5399 Old Taylor Mill Rd. Taylor Mill, Ky. 41015

Primary Contact

Name:	Denise Newbolt	Title:	Media Specialist
Telephone:	859.356.7300	Work Email:	denise.newbolt2@kenton.kyschools.us

Accounting Information

Name:	Carrie Justice	Title:	Financial Secretary
Telephone:	859-356-7300	Work Email:	carrie.justice@kenton.kyschools.us
Bill To Address:	See school address		

Content Deposit Amount

$ 1,200.00

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Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature)	Denise Newbolt	Title:	Media Specialist
Name: (Print)	Denise Newbolt	Date:	8/20/20

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Sora Content Deposit

School Information

Name of School/District:	Scott High School, Kenton County Schools
School Address:	5400 Old Taylor Mill Rd. Covington, Ky 41015

Primary Contact

Name:	Lisa Marshall	Title:	Library Media Specialist
Telephone:	859-356-3146	Work Email:	lisa.marshall@kenton.kyschools.us

Accounting Information

Name:	Kenton County Board of Ed	Title:	Accounts Payable
Telephone:	859-344-8888	Work Email:	Accounts.Payable@Kenton.KySchools.US
Bill To Address:	1055 Eaton DR. Ft Wright Ky 41017		

Content Deposit Amount

$ 900.00

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Acknowledgement and Acceptance: On behalf of School Account, my signature below indicates acceptance of the OverDrive Sora Access Agreement, as well as my authority to enter into a legally binding agreement.

By: (Signature)	Carolyn Stewart	Title:	Principal
Name: (Print)	Carolyn Stewart	Date:	8/20/20

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Sora Content Deposit

School Information

Name of School/District:	Simon Kenton High School (Kenton County School District)
School Address:	11132 Madison Pike Independence, KY 41051

Primary Contact

Name:	Toni Moore	Title:	Librarian
Telephone:	(859) 960-0112	Work Email:	toni.moore@kenton.kyschools.us

Accounting Information

Name:	Kenton County Schools	Title:	Attn: Accounts Payable Dept.
Telephone:	(859) 344-8888	Work Email:	
Bill To Address:	1055 Eaton Dr. Fort Wright, KY 41017		

Content Deposit Amount

$ 1800

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By: (Signature)	Toni O. Moore	Title:	Librarian
Name: (Print)	Toni Moore	Date:	8/10/20

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Sora Access Agreement

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us", or "our") provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to OverDrive's Sora service ("School Account"). This Access Agreement ("Agreement") applies to School Account's use of the OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as "Sora Service").

By accessing and/or using the OverDrive Sora Service, School Account agrees to be legally bound by this Agreement, OverDrive's Terms and Conditions, general Privacy Policy, Privacy Policy for Children, and the OverDrive Marketplace Local Content Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all School Account terms and conditions listed on purchase orders or other School Account documents sent to OverDrive.

1. Sora Service License

1.1 OverDrive grants School Account and authorized employees, staff, students, and other users that School Account authorizes to access, use, and connect to the Sora Service (collectively "End Users") a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the Sora Service. School Account shall implement and maintain commercially reasonable measures to ensure that only authorized End Users have access to the Sora Service and Digital Content. OverDrive reserves the right to prohibit any conduct involving the Sora Service, including but not limited to School Account allowing unauthorized access to Sora Service, that it deems to be in violation of this Agreement in its sole reasonable discretion. If OverDrive makes the determination that any prohibited conduct in violation of this Agreement has occurred, OverDrive may take all necessary remedial measures, up to and including requiring the School Account to use an alternative authentication method to access the Sora Service and/or termination of this Agreement.

1.2 OverDrive shall create a single website for School Account's and End Users' use of the Sora Service. OverDrive has the right, at any time, to make modifications to the operation, performance, or functionality of the Sora Service to improve the quality of the Sora Service, in OverDrive's sole reasonable discretion. OverDrive has the right, at any time, to discontinue distribution of any or all components of the Sora Service or Digital Content, to add and/or remove supported services or Digital Content from the Sora Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

1.3 OverDrive grants School Account access to an administrative account in the OverDrive Marketplace where School Account may run reports, purchase and manage Digital Content. The grant for access to the OverDrive Marketplace is non-transferable and the login credentials are confidential and shall not be disclosed to any third party.

2. Digital Content License

2.1 OverDrive grants School Account and End Users a non-assignable, non-transferable, limited license to use the digital content provided by OverDrive's suppliers ("Digital Content") for personal, non-commercial use.

2.2 End Users and/or School Account may access and/or download the Digital Content:

(a) On school-issued devices or school-owned computers with exclusive and individual unique user accounts where the device is restored to its original configuration after each use.

(b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;

(c) On End User personal devices directly;

(d) On shared school, classroom or media center computers which employ an application that restores the computer to its original configuration after use by an individual student (e.g. Deep Freeze, Windows SteadyState, or other similar application). or

(e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.

2.3 All rights, title, and interest in the Digital Content are reserved by its owners and School Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.

2.4 OverDrive is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not OverDrive. OverDrive neither endorses nor is responsible for the accuracy or reliability of information in the Sora Service or Digital Content made by anyone other than authorized OverDrive employee spokespersons acting in their official capacities.

3. Support Services

3.1 School Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its Sora Service or for any issues arising from the use of the Sora Service ("Primary Support"). School Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the Sora Service and to provide Primary Support.

3.2 School Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the Sora Service pursuant to installation and support procedures and policies as developed by OverDrive and as modified from time-to-time. OverDrive shall provide School Account with documentation regarding Primary Support.

3.3 OverDrive shall provide Secondary Support to School Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to School Account, including reasonable efforts to assist School Account in providing Primary Support. OverDrive shall provide such Secondary Support by email and phone during its normal business hours of Monday - Friday 8:30 AM to 5:30 PM United States Eastern Time.

4. Term, Termination and Payment

4.1 Unless otherwise agreed, the term for School Account's access to the Sora Service shall be for a period of twelve (12) consecutive months starting the effective date of service launch. OverDrive, in its sole discretion, may launch the Sora Service sixty (60) days after receipt of the School Account's order form if the Sora Service has not launched before that time. The Sora Service and the terms of this Agreement shall automatically renew for successive terms of twelve (12) consecutive months unless either party provides written notice of intention not to renew at least thirty (30) days prior to the expiration of the then current twelve (12) month term.

4.2 School Account obtains certain rights and access to use the Digital Content and Sora Service for the term of its agreement with OverDrive. At the end of such term, all the licenses granted to School Account shall be terminated immediately, including School Account's access to the Sora Service and any and all Digital Content.

4.3 All payments are due to OverDrive within thirty (30) days of receipt of invoice. OverDrive, in its sole discretion, may require payment by School Account before OverDrive will set the Sora Service live. In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, School Account shall remedy the breach within thirty (30) days upon receipt of written notice from OverDrive. If School Account fails to remedy such a breach within the period of thirty (30) days, OverDrive may, in its sole discretion, terminate the Agreement with School Account upon written notice to School Account and/or temporarily or permanently suspend School Account's access to the Sora Service.

4.4 This Agreement is a commitment of the current revenues of the School Account and its governing body. If School Account's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) School Account shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by School Account's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive Sora Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all Sora Services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

5. General Provisions

5.1 OverDrive may assign this Agreement. In the event OverDrive enters into an agreement to sell substantially all the assets of OverDrive, this Agreement shall be binding upon the purchaser. This Agreement may not be assigned by School Account nor any duty hereunder be delegated by School Account without the prior written consent of OverDrive which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

5.2 Neither OverDrive nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

5.3 The Sora Service and/or Digital Content may require the use of third-party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under OverDrive's control. OverDrive expressly disclaims any and all risks and liabilities associated with the use of any such third-party offerings.

5.4 This Agreement, and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties. We may make changes to this Agreement. Please check this page periodically for updates. School Account acknowledges that School Account's continued use of the Sora Service means that School Account agrees to be bound by such changes.

Updated May 2019.

OverDrive

Privacy Policy for Children

OverDrive, Inc. and its affiliates ("OverDrive", "we", "us" or "our") are committed to ensuring the privacy of children under the age of 13 years old who use OverDrive-hosted websites, software, technologies, services, and applications such as Sora, Libby, and the OverDrive app (collectively referred to as "Services").

Please be sure to read this Privacy Policy for Children with your parent(s) and/or legal guardian(s) (collectively referred to as "parents") and ask them questions about what you do not understand.

The OverDrive Privacy Policy is incorporated herein by reference.

Why is there a separate Privacy Policy for Children?

The Federal Trade Commission's Children's Online Privacy Protection Act ("COPPA") requires us to inform parents about how we collect, use, and disclose Personal Information from children under 13 years of age.

What kind of Personal Information is covered by COPPA?

Under COPPA, "Personal Information" is defined as individually identifiable information, and includes: full name (first and last); a home or other physical address including street name and city or town; online contact information such as an email address or screen name; a phone number; a Social Security number; a photograph, video or audio file containing a child's image or voice; a persistent identifier that can be used to recognize a child over time and across different websites or online services; geolocation information sufficient to identify street name and name of city or town; or information collected that is combined with the individually identifiable information listed above.

Does OverDrive collect Personal Information from children?

No, we do not knowingly collect Personal Information (as defined under COPPA) from children. Children can use most Services without creating an OverDrive account or providing any Personal Information to OverDrive. Children under the age of 13 are not permitted to create, access, or use an OverDrive account.

What information does OverDrive collect?

In order to checkout digital content, we request children enter their library card number, student ID number or, in some cases, a PIN number or password. Our request for such identification number is solely for the purpose of validating the status of the identification number. We do not request, access, or retrieve any additional information. All information, including identification numbers, is protected from unauthorized disclosure.

OverDrive may also collect information about a child's online activity, digital content selections, interactions with digital content such as bookmarks, highlights, and notes, reviews and ratings, as well as IP address, device type, unique device data such as device ID, and operating system.

How does OverDrive collect information?

OverDrive collects information through active participation of the child and passively through the use of "cookies" and similar technologies. For more information on how OverDrive uses cookies, please see our general Privacy Policy.

How does OverDrive use information?

OverDrive collects information from a child in order to:

- Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication of users or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;

- Determine the child's current geographic location and/or language so that we may provide localized content and Services;
- Comply with the requirements of our publisher, library, and retail partners;
- Provide recommendations for digital content we think the child may enjoy;
- Integrate with additional service providers for use of the Services;
- Personalize our Services to better reflect particular interests and preferences; and
- Generally improve the user experience.

OverDrive never sells a child's information. We may share anonymized information in aggregated form with third parties and/or business partners in order to analyze Service usage, improve the Services and user experience, or for other similar purposes. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy for Children. A child's information is only retained by OverDrive for the time period necessary to support the authorized school or educational purposes.

What if a child shares information with others while using the Services?

While using the Services, children may enjoy opportunities to post reviews, rate digital content, and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, and Goodreads. When a child shares such information, it is made public and is not subject to this Privacy Policy for Children. We are not responsible for any third party's use of information a child publicly displays or discloses through our Services.

How can parents control their child's information?

Parents may email privacy@overdrive.com to inquire if their child has submitted Personal Information to OverDrive and to request the review, correction, and/or removal of any such Personal Information from our system.

If you are a teacher or administrator at an educational institution using the school Services, please email privacy@overdrive.com to request the review, correction, and/or removal of a student's Personal Information, and we will facilitate your access to and correction of such Personal Information promptly upon your request.

Changes to this Privacy Policy for Children

This Privacy Policy for Children was last updated in **January 2020**. Please check this Privacy Policy for Children periodically for updates. Your continued use of the Services after the posting of any changes to this Privacy Policy for Children means that you agree to be bound by such changes.

In the event of a change of control (i.e. sale of sale or merger of OverDrive, Inc.) the successor entity will be subject to these same privacy commitments.

Contact OverDrive

OverDrive, Inc. is the operator for the Services. If you have any questions or concerns regarding this Privacy Policy for Children, please contact OverDrive via email at privacy@overdrive.com.

You can also contact OverDrive by calling (216) 573-6886 or mailing us at One OverDrive Way, Cleveland, Ohio 44125 USA, Attention: General Counsel.

For more information about COPPA, please visit: www.business.ftc.gov/documents/0493-Complying-with-COPPA-Frequently-Asked-Questions