



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

Issue Paper

DATE:

February 6, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve the public performance site license agreement between Swank Motion Pictures Inc. and River Ridge Elementary.

APPLICABLE BOARD POLICY:

8.2321 Copyrighted Materials

HISTORY/BACKGROUND:

Swank Motion Pictures, Inc. is a copyright and compliance tool we use to provide opportunities for our staff to show portions of movies when appropriate. Viewings are approved by the principal ahead of time and meet criteria established to support and enhance instruction. Teachers provide a rationale including a connection to their grade level standards and how the viewing will support student mastery of the standards.

FISCAL/BUDGETARY IMPACT:

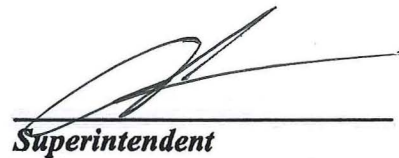
\$552.00 (Title I Budget)

RECOMMENDATION:

Approve the public performance site license agreement between Swank Motion Pictures Inc. and River Ridge Elementary.

CONTACT PERSON:

Jena Smiddy


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.

SWANK

MOVIE LICENSING USA

INVOICE NO.	INVOICE DATE
3268262	03/07/2023
PURCHASE ORDER NO.	LICENSE NO.
	147000001
Terms:	
Invoice is due and payable upon receipt	

We accept Visa, Mastercard, American Express and Discover. Please call 800-876-5445 to make your payment today.

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Kenton County Schools
Accounts Payable
River Ridge Elementary School
1055 Eaton Drive
Fort Wright, KY 41017

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River Ridge Elementary School
Ms. Sherry Taylor, Bookkeeper
2772 Amsterdam Rd
Villa Hills, KY 41017

LICENSE

PUBLIC PERFORMANCE SITE LICENSE covering legal use of
movies from 11/16/22 - 11/15/23 within the school facilities of:

\$552.00

River Ridge Elementary School

\$552.00

Pay This Total

\$552.00

Inquiries: Toll-Free (800) 876-5445 or Fax (877) 876-9873
Or e-mail: mail@movlic.com

Federal Tax ID# 43-1382264

Public Performance Site License to exhibit Motion Pictures legally at your school. A list of the studios covered is listed on the latest copy of your Site License.

TEAR HERE

SWANK
MOVIE LICENSING USA

PLEASE MAIL THIS PORTION WITH YOUR REMITTANCE TO:

2844 Paysphere Circle
Chicago, IL 60674

Please make check payable to
Swank Movie Licensing USA

SITE LICENSE NUMBER:	147000001
INVOICE NUMBER:	3268262
TOTAL DUE:	\$552.00
INVOICE DATE:	03/07/2023



NOVEMBER, KENEN
Copyright
MATERIAL

Bill-To Customer:

Ms. Sherry Taylor
Bookkeeper
River Ridge Elementary School
1055 Eaton Drive
Fort Wright KY 41017

Ship-To Customer:

Ms. Sherry Taylor
Bookkeeper
River Ridge Elementary School
2772 Amsterdam Rd
Villa Hills KY 41017

Order: 1886355

--Line--

#	Type	Quantity	Bill Date	Product Description	Total Price
1	BO	1	10/16/22	Public Performance Site License Planned Usage From: 11/16/22 to 11/15/23	\$552.00

Renewal Total: \$552.00
(includes applicable taxes)

Please remit payment to: **2844 Paysphere Circle, Chicago, Illinois 60674**

This email and any attachments are the property of Swank Motion Pictures, Inc. and are intended solely for the use of the email recipient or entity to whom the email is addressed. Emails are not to be distributed to other parties without the express written permission of the original sender. If you are not the intended recipient of this email, please delete this message. Any other use, retention, or dissemination is strictly prohibited.

Please consider the environment before printing this email

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 on school property and cannot be open to the general public. 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 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

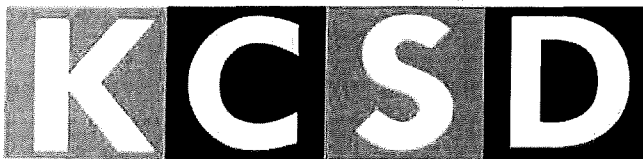
When fundraising at movie events, an unlimited amount of funds can be raised for the school.

RENEWAL OF YOUR LICENSE

This Public Performance Site License can renew at the request of the school. Requests for renewal may be made by calling toll-free **1.877.321.1300** or emailing: movielicensing@swankmp.com

Authorized Swank Movie Licensing Representative: _____

Seth Acock



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

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

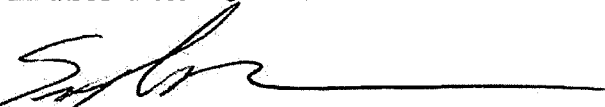
In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Swank Motion Pictures dba Swank Movie Licensing USA
Vendor Name

10795 Watson Rd, St. Louis, MO 63127
Vendor Address

877-321-1300
Vendor Telephone

movielicensing@swankmp.com
Vendor Email Address


Signature by Vendor's Authorized Representative

Seth Acock
Print Name

12/7/22
Date