

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

# Issue Paper

**DATE:**

May 5, 2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract and conditions for Swank Site Licensing and Educational Streaming and Simon Kenton, Dixie Heights, Beechgrove, Summit View and River Ridge for the 26-27 school year.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Swank Motion Pictures is a copyright compliance tool we use to provide opportunities for 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.

**FISCAL/BUDGETARY IMPACT:**

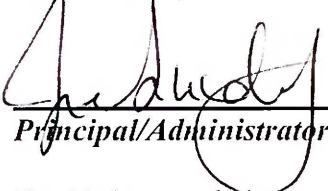
\$3,236.00 (School Instructional Funds-7000, Title 1)

**RECOMMENDATION:**

Approve the contract and conditions for Swank Site Licensing and Educational Streaming and Simon Kenton, Dixie Heights, Beechgrove, Summit View and River Ridge for the 26-27 school year.

**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.



Site Licensing  
& Educational  
Streaming



## SWANK K-12 PUBLIC PERFORMANCE LICENSING QUOTE

**KENTON COUNTY SCHOOL DISTRICT**  
1055 Eaton Dr  
FT WRIGHT, KENTUCKY, 41017-9655

**Date:** 5/7/2026  
(Quote valid for 120 days from above date)

### K-12 ANNUAL MOVIE LICENSE

Start Date: 7/1/2026

End Date: 6/30/2027

Quote Total: \$3,236.00

Estimated Tax: \$0.00

Students: 6,131

Total Amount: \$3,236.00

- Public Performance Site License
  - 24/7 Movie Licensing for unlimited showings
  - Indoor and outdoor showings on school property
  - Show movies using any legally obtained format
  - Customer resource hub filled with programming ideas

### Billing/Renewal Contact

This person will receive the invoice and renewal information

Name: Jena Smiddy  
Job Title: Assistant Superintendent  
Email: jena.smiddy@kenton.kyschools.us  
Phone: 859-344-8888

### School/District Contact

This person will receive copyright information/documentation on behalf of the school/district. Contact must have a district email address

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

*Must have at least one school/district employed contact including a district email address*

# **TERMS AND CONDITIONS OF K-12 PUBLIC PERFORMANCE LICENSE**

## **INSTRUCTIONS AND GUIDELINES**

Quote form must be completed before license can be processed. The start date of license is for customer (Licensee) to select. Swank Movie Licensing USA (Licensor) does not provide copy of the physical movie content; however, Licensee may use any legally obtained copy (including copy owned, borrowed or rented from a legal source) in order to show films corresponding with the license provided herein. This license authorizes unlimited movie showings by anyone on school property, regardless of whether or not they are affiliated with the school. Outdoor screenings on school property are allowed for by this license but are limited to students, faculty, staff and their families/friends ("School Community"). Outdoor movie events intended for audiences outside of School Community or open to the general public are not covered by this license.

## **LICENSE TERM AND LICENSE COPYRIGHT RESTRICTIONS**

The start date of this license selected by Licensee shall commence upon execution of this Public Performance Licensing agreement and will continue for 12 months unless otherwise indicated in writing. This license is for K-12 schools only. The movie content being utilized, regardless of how legally obtained, may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Licensor 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; or upon request. Violation of this agreement is subject to the penalties set forth in the Federal Copyright Act. This Site License is scheduled to renew at the end of Licensee's selected initial agreement; 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. Requests for cancellation may be made by calling toll-free 1.877.321.1300 or emailing: [movielicensing@swankmp.com](mailto:movielicensing@swankmp.com). The Licensee agrees to obtain all other necessary licenses for the use of any materials licensed under this Agreement. The Licensee shall ensure that all content used in the materials is properly licensed from the relevant rights holders, including but not limited to, rights organizations, publishers, and other entities. The Licensee agrees to indemnify and hold harmless the Licensor from any claims, damages, or expenses arising from the Licensee's failure to obtain the necessary licenses.

## **LICENSE INVOICE AND PAYMENT TERMS**

Sales tax liability, if applicable, in this Quote may be an estimate. The actual amount may vary on the invoice due to changes in tax laws, rates or taxability. Licensor will render detailed invoice to Licensee immediately upon execution of this agreement; or in alignment with license start date if otherwise noted. All invoices are due and payable upon receipt of invoice. Licensee is responsible for payment of all outstanding amounts including applicable sales, use or similar taxes, if it is determined that the Licensee is not tax exempt eligible. Refunds are not granted after the license has been processed; however, Licensee may request cancellation any time after the initial term of agreement.

## **ADVERTISING GUIDELINES**

Licensee is encouraged to access publicity materials from [swank.com/k-12-schools](http://swank.com/k-12-schools), along with the permitted Studio-approved images provided by Swank, to advertise and promote the movie in school facility via passing out directly to students and staff, 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, which is all acceptable. Please note that these images may not be edited or altered and must include the © symbol and the studio name. Advertising outside of these parameters including to the general public/community is prohibited.

## **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).

## **ASSIGNABILITY AND INDEMNIFICATION**

Licensee and Licensor may not assign the License or obligations hereunder without counterpart's prior written consent. Licensee agrees to indemnify, defend, and hold harmless Licensee from and against any and all claims, demands, costs, liabilities, damages, losses or expenses of whatever kind, including reasonable attorney's fees and court costs, arising from or relating to, and to the extent permitted by law, any Licensee Agreement breach or violation of restrictions.

## **EXHIBIT A**

*Please see below for a list of locations covered by this license.*

### **LOCATIONS COVERED BY THIS AGREEMENT**

- **Beechgrove Elementary School: 7/1/2026 - 6/30/2027**
- **Summit View Academy: 7/1/2026 - 6/30/2027**
- **Simon Kenton High School: 7/1/2026 - 6/30/2027**
- **Dixie Heights High School: 7/1/2026 - 6/30/2027**
- **River Ridge Elementary School: 7/1/2026 - 6/30/2027**



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](http://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, Inc

Vendor Name

10795 Watson Rd, St. Louis, Mo 63127

Vendor Address

877.321.1300

Vendor Telephone

k12streamingsupport@swankmp.com

Vendor Email Address

*Seth Acock*

Signature by Vendor's Authorized Representative

Seth Acock

Print Name

5/7/2026

Date