KCSD

Issue Paper

DATE:
6/13/2023

AGENDA ITEM (ACTION ITEM):
Consider/Approve of the annual renewal to Radio ID Equipment, Inc. for Car Rider Pro for 11 Elementary Schools (Beechgrove, Fort Wright, Caywood, Kenton, Piner, Hinsdale, River Ridge, Ryland Heights, Summit View, Taylor Mill, White's Tower)

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
The Car Rider Pro System is utilized by 11 elementary schools to streamline parent pickup after school. The system saves valuable time and overhead for each school by safely streamlining the dismissal of students. By combining resources, we are able to reduce the overall cost to each school by $200. This service is a school level expense.

FISCAL/BUDGETARY IMPACT:
$8,800 (School Level Funding)

RECOMMENDATION:
Approval of the annual renewal to Radio ID Equipment, Inc. for Car Rider Pro for 11 Elementary Schools (Beechgrove, Fort Wright, Caywood, Kenton, Piner, Hinsdale, River Ridge, Ryland Heights, Summit View, Taylor Mill, White's Tower)

CONTACT PERSON:
Matthew Winkler, Director of Technology

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.

CarRider PRO

Pickup Management System By: Radio ID Equipment, Inc.

May 25, 2023

Mr. Matthew Winkler, Director of Technology
1055 Eaton Dr.
Ft. Wright, KY 41017

Quote: C-2315A
Rev-A

Email: Matthew.Winkler@kenton.kyschools.us
Phone: 859-957-2612

Quotation

<u>Software Renewal</u>
Software subscription for (11) schools .... $8800 annually
(August 1, billing cycle)

<u>Subscriber Schools:</u>

Beechgrove	River Ridge
Fort Wright	Ryland Heights
Caywood	Summit View
Kenton	Taylor Mill
Piner	White Tower
Hinsdale	

Thank you for allowing us to provide this quotation for your district-wide software renewal.

Submitted By: *Keith Chevalier, 5/25/2023*
Keith Chevalier, Radio ID Equipment, Inc.

What is CarRiderPro?

- The CarRider Pro system is designed to streamline the pickup process for elementary schools when students are released at the end of the school day.
- It utilizes discretely encoded vehicle tags that are assigned to each student in the CarRider system and is cross referenced to parents or guardians that are responsible for their pickup after school each day.
- It automatically detects each tag as it enters the pickup zone and identifies all students linked to it.
- It displays each student's name on a Client computer display, in real time, in proper sequence with the vehicles in the pickup line.
- It stages the student's names into two groups to expedite preassembly and release to their ride.
- It automatically detects each tag as it leaves the pickup zone and logs out any student names associated with it.
- It automatically sequences the next group of student names onto the Client computer display for preassembly.

How does CarRiderPro work?

- The CarRider Pro system software is proprietary and is hosted on our secure web server.
- The system requires an assigned static IP address from your IT administrator and an Ethernet connection.
- It uses no personal student or guardian information.
- School staff can access the CarRider Pro database through a Client computer link after entering their user name and password.
- Each school has control over and maintains its own CarRider Pro database.
- It allows school staff to utilize hand held devices such as tablet computers or smart phones to make on the fly additions or adjustments to the assemblage of students.

KCSD
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.

Revised 01/26/2022

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.

Radio IQ Equipment Inc.
Vendor Name

91 Anderson rd Frankfort, KY 40601
Vendor Address

_502-223-1670_
Vendor Telephone

Keith.Botkins@carriderpro.com
Vendor Email Address

[signature]
Signature by Vendor's Authorized Representative

Keith Botkins
Print Name

_6/9/22_
Date