Vendor Questionnaire (Data Privacy Agreement): 284824
Created Date: 3/4/2022 7:26 AM Last Updated: 3/18/2022 12:16 PM

Directions

Below is the Third Party contact that will fill out the Part 121//DPA questionnaire. If this is accurate, click the blue "Publish" button. If not, select the appropriate contact by clicking "Lookup" or create a new contact by clicking "Add New".

Vendor Compliance Contacts

Name (Full)	Email	Phone	Third Party Profile
Amy Otis	lazbidscontracts@learninga-z.com		Learning A-Z LLC

General Information

Third Party Profile:	Learning A-Z LLC	**Overall Status:**	Approved
Questionnaire ID:	284824	**Progress Status:**	100%
Engagements:	Learning A-Z LLC (DREAM) 22-23	**Portal Status:**	Vendor Submission Received
Due Date:	3/19/2022	**Submit Date:**	3/18/2022
		History Log:	View History Log

Review

Reviewer:	CRB Archer Third Party: Risk Management Team	**Review Status:**	Approved
		Review Date:	3/18/2022
Reviewer Comments:			
Unlock Questions for Updates?:	Assessment questions are set to read-only by default as the assessment should be completed by a vendor through the vendor portal. Do you need to unlock the questionnaire to manually make an update to the submitted questions? This field should be reset to null after the update is made, prior to existing the record.		

Data Privacy Agreement and NYCRR Part 121

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose**: To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **Educational Agency**: As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
6. **Eligible Student:** A student who is eighteen years of age or older.
7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
8. **NIST Cybersecurity Framework**: The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
9. **Parent:** A parent, legal guardian or person in parental relation to the Student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g ,

and Teacher or Principal APPR Data, as defined below.

11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
16. **Teacher or Principal APPR Data**: Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

NYCRR - 121.3(b) (1):	What is the exclusive purposes for which the student data or teacher or principal data will be used, as defined in the contract?	Use of our educational products.
NYCRR - 121.3(b) (2):	Will the organization use subcontractors? If so, how will the organization ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., FERPA; Education Law section 2-d, NIST Cybersecurity Framework)?	We do use subcontractors to help with our peak customer service demands. Each agency that we hire who provides these contingent workers is thoroughly vetted and contracted with before bring on their associates. Our master services agreement with our agents also require non-disclosure and confidentiality agreements. We also demand that the agency does criminal background checks on their associates. We also require security training as we onboard these new contractors, including training on FERPA.
NYCRR - 121.3(b) (3):	What is the duration of the contract including the contract's expected commencement and expiration date? If no contract applies, describe how to terminate the service. Describe what will happen to the student data or teacher or principal data upon expiration. (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be securely destroyed and how all copies of the data that may have been provided to 3rd parties will be securely destroyed)	We typically license our products for a school year. As the contract ends, we retain the education records for one school year before they are permanently deleted. We will remove the education records for your account upon request at any time. If any of your education records are provided to 3rd parties, that data will also be deleted or anonymized one year after contract end of upon request.
NYCRR - 121.3(b) (4):	How can a parent, student, eligible student, teacher or principal challenge the accuracy of the student data or teacher or principal data that is collected?	We direct students and parents to the student's teacher with questions about data accuracy and the teacher will have tools to make corrections as needed.
NYCRR - 121.3(b) (5):	Describe where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated.	Your education records will be stored in a Tier IV data center in Texas with a backup site in Michigan. There are several physical security controls in place, and all of the equipment running our products is owned and operated by our company and our employees. We also subscribe to least privilege principle, so only the network engineers who need access to your data will be given access.
NYCRR - 121.3(b) (6):	Please describe how and where encryption is leveraged to protect sensitive data at rest and while in motion. Please confirm that all encryption algorithms are FIPS 140-2 compliant.	Our file systems are all encrypted with AES-XTS-128, and data in transit is protected by TLS 1.2 or higher.
NYCRR - 121.6(a):	Please submit the organization's data security and privacy plan that is accepted by the educational agency.	Clarifications.pdf
NYCRR - 121.6(a) (1):	Describe how the organization will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy.	Our legal department, along with retained outside counsel, keep abreast of all federal and state laws dealing with student data privacy and make sure that we comply with them.
NYCRR - 121.6(a) (2):	Specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the engagement. If you use 3rd party assessments, please indicate what type of assessments are performed.	As part of our recent ISO-27001 certification, our company implemented an Information Security Management Systems which is audited by a 3rd party each year. Although our current ISO2-27001 certificate does not cover all of the company's products, we are working on adding the additional products to this audit and certification. We have implemented all 114 controls found in Annex A of the ISO-27001 standard.

NYCRR - 121.6(a) (4):	Specify how officers or employees of the organization and its assignees who have access to student data, or teacher or principal data receive or will receive training of the Federal and State laws governing confidentiality of such data prior to receiving access.	Our employees are required to take security and compliance training when they start with our company, and this includes compliance with FERPA.
NYCRR - 121.6(a) (5):	Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.	We do use subcontractors to help with our peak customer service demands. Each agency that we hire who provides these contingent workers is thoroughly vetted and contracted with before bring on their associates. Our master services agreement with our agents also require non-disclosure and confidentiality agreements. We also demand that the agency does criminal background checks on their associates. We also require security training as we onboard these new contractors, including training on FERPA.
NYCRR - 121.6(a) (6):	Specify how the organization will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency.	We have an incident response policy and procedure which defines how we process and deal with security incidents, including those that may lead to a verified security breach. We will collaborate closely with all stakeholders in the event of a verified security data breach and will work together on the best way to notify those users who may have been affected. We also have retainers with outside counsel to help us with data breach reporting to local, state, and federal agencies required by law.
NYCRR - 121.6(a) (7):	Describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires. Vendor will be required to complete a Data Destruction Affidavit upon termination of the engagement.	We can work with a customer to export their data at any time that it is requested. We also can delete a customer's records at any time requested. We delete each customer's records one school year after a contract ends.
NYCRR - 121.9(a) (1):	Is your organization compliant with the NIST Cyber Security Framework?	No
NYCRR - 121.9(a) (2):	Describe how the organization will comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law section 2-d; and this Part.	"The Company is a provider of SaaS-based educational subscription products and associated services to K12 school and district customers nation-wide, including in New York. The Company's information security and privacy policies and procedures with respect to its processing of student and staff data are designed to achieve and maintain compliance with requirements of state and federal educational records and student data privacy laws, including New York Education Law Section 2-d, and therefore, with the data security and privacy policy of the educational agency customer to the extent such policy is reflective of and consistent with what Education Law section 2-d requires."
NYCRR - 121.9(a) (3):	Describe how the organization will limit internal access to personally identifiable information to only those employees or sub-contractors that need authorized access to provide services.	We use the least privilege principle when assigning users access to all of our systems, including our products. All access is formally requested and granted and recorded in our Help Desk system. User access is reviewed at least annually to all of our enterprise systems.
NYCRR - 121.9(a) (4):	Describe how the organization will control access to the protected data and not use the personally identifiable information for any purpose not explicitly authorized in its contract. (e.g. Role Based Access, Continuous System Log Monitoring/Auditing)	We grant access to users specific to their roles with the least privilege principle. We also do authentication and access monitoring with logs which are monitored.
NYCRR - 121.9(a) (5):	Describe how the organization will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i)except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with State and Federal law, regulations and its contract with the educational agency; or (ii)unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.	It is our company's policy to never disclose customer PII to parties who do not own the data without authorization from the customer. Only limited employees have access to customer records, and this access is formally granted and reviewed annually.

NYCRR - 121.9(a) (6):	Describe how the organization will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.	We have an Information Security Management Systems that addresses administrative, technical and physical safeguards of our products, and this ISMS is audited by a 3rd party annually for continual improvements and compliance to the ISO-27001 security standards.
NYCRR - 121.9(a) (7):	Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.	Our file systems are all encrypted with AES-XTS-128, and data in transit is protected by TLS 1.2 or higher.
NYCRR - 121.9(a) (8):	Affirmatively state that the organization shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.	Affirm
NYCRR - 121.9(a) (b):	Describe how the organization will supervise its subcontractors to ensure that as subcontractors perform its contractual obligations, the subcontractor will conform with obligations imposed on the third-party contractor by State and Federal law to keep protected data secure.	Our subcontractors who provide customer service during peak times of the school year are supervised by employees of our company. They are help to the same standards of conduct and policies as our employees when dealing with customer information. They also go through annual security and compliance training just our employees do.
NYCRR - 121.10 (a):	Describe how the organization shall promptly notify each educational agency with which it has a contract of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.	As soon as a security incident has been thoroughly investigated and customer data breach has been confirmed, the company will reach out promptly within 3 business days to inform all affected customers.
NYCRR - 121.10(f) :	Affirmatively state that where a breach or unauthorized release is attributed to the organization, the organization shall pay for or promptly reimburse the educational agency for the full cost of such notification.	Affirm
NYCRR - 121.10 (f.2):	Please identify the name of your insurance carrier and the amount of your policy coverage.	Aon for $20 million in cybersecurity insurance.
NYCRR - 121.10(c) :	Affirmatively state that the organization will cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.	Affirm
Acceptable Use Policy Agreement:	Do you agree with the Capital Region BOCES Acceptable Use Policy? (Click here: http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BU4QYA6B81BF)	I Agree
Privacy Policy Agreement:	Do you agree with the Capital Region BOCES Privacy Policy? (Click here: http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BWZSQ273BA12)	I Agree
Parent Bill of Rights:	Please upload a signed copy of the Capital Region BOCES Parent Bill of Rights. A copy of the Bill of Rights can be found here: https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf	NY_CRBOCES_RFP21-014_DREAMConsortium_BillofRights_LAZ_03_22.pdf
DPA Affirmation:	By submitting responses to this Data Privacy Agreement the Contractor agrees to be bound by the terms of this data privacy agreement.	I Agree

Attachments

Name	Size	Type	Upload Date	Downloads
Clarifications.pdf	49298	.pdf	3/18/2022 11:45 AM	0

Comments

Question Name	Submitter	Date	Comment	Attachment
No Records Found				

Vendor Portal Details

Contact Name:	The Risk Mitigation & Compliance Office	**Publish Date:**	
Required Portal Fields Populated:	Yes	**Contact Email Address:**	crbcontractsoffice@neric.org
About NYCRR	In order for a vendor to engage with a New York	**Requesting**	Capital Region BOCES

Part 121:	State Educational Agency, the vendor must provide information required by the New York State Commissioner's Regulations Part 121 (NYCRR Part 121) and the National Institute of Standards and Technology Cyber Security Framework. If deemed appropriate, the responses you provide will be used as part of the data privacy agreement between the vendor and the Albany-Schoharie-Schenectady-Saratoga BOCES. This Data Privacy Agreement ("DPA") is by and between the Albany-Schoharie-Schenectady-Saratoga BOCES ("EA"), an Educational Agency, and Learning A-Z LLC ("CONTRACTOR"), collectively, the "Parties". The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.	**Company:**	
Created By:		**Third Party Name:**	Learning A-Z LLC
		Name:	Learning A-Z LLC-284824
		Legacy Submit Date:	