

EXHIBIT ____

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE
Agreement

1. Purpose

(a) This Exhibit supplements the LEARNING A-Z (“AGREEMENT”) to which it is attached, to ensure that the AGREEMENT conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of BOCES Parents Bill of Rights for Data Security and Privacy signed by LEARNING A-Z, and the Supplemental Information about the Agreement that is required to be posted on BOCES website.

(b) To the extent that any terms contained within the AGREEMENT, or any terms contained within any other Exhibits attached to and made a part of the AGREEMENT, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that LEARNING A-Z has online or written Terms of Service (“TOS”) that would otherwise be applicable to its customers or users of its Product that is the subject of the AGREEMENT, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

Any capitalized term used within this Exhibit that is also found in the AGREEMENT will have the same definition as contained within the AGREEMENT.

In addition, as used in this Exhibit:

(a) “Student Data” means personally identifiable information, as defined in Section 2-d, from student records that LEARNING A-Z receives from a Participating Educational Agency pursuant to the AGREEMENT.

(b) “Teacher or Principal Data” means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that LEARNING A-Z receives from a Participating Educational Agency pursuant to the AGREEMENT.

(c) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to LEARNING A-Z’s Product.

(d) “Participating Educational Agency” means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use LEARNING A-Z’s Product pursuant to the terms of the AGREEMENT.

3. **Confidentiality of Protected Data**

(a) LEARNING A-Z acknowledges that the Protected Data it receives pursuant to the AGREEMENT may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b) LEARNING A-Z will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and BOCES policy on data security and privacy. LEARNING A-Z acknowledges that BOCES is obligated under Section 2-d to adopt a policy on data security and privacy, but that adoption may not occur until a date subsequent to the effective date of the AGREEMENT. BOCES will provide LEARNING A-Z with a copy of its policy as soon as practicable following adoption, and LEARNING A-Z and BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure LEARNING A-Z’s continued compliance with Section 2-d.

4. **Data Security and Privacy Plan**

LEARNING A-Z agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with BOCES Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by LEARNING A-Z and is set forth below.

Additional elements of LEARNING A-Z’s Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with BOCES data security and privacy policy, LEARNING A-Z will: [The Company is committed to enabling the accessibility of our services and protecting the privacy of website visitors. We do not share personally identifiable information or any aggregate information with third parties. and does not use individually identifiable student information for any commercial purpose except to support the school or school system in its efforts to educate its students. The Company’s staff is not authorized to disclose student login information, and information regarding student login credentials is strictly controlled by the teacher.

The Company does not disclose any individually identifiable information to any third party and does not use individually identifiable student information for any commercial purpose except to support the school or school system in its efforts to educate its students. The Company’s staff is

not authorized to disclose student login information, and information regarding student login credentials is strictly controlled by the teacher.

(b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the AGREEMENT, LEARNING A-Z will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the AGREEMENT:

[The data is stored in our private servers in Ann Arbor MI and Dallas TX we use reasonable technical, administrative and physical security measures designed to safeguard and help prevent unauthorized access to your information, maintain data security and correctly use the information we collect. These measures include but not limited to the use of encryption, physical access controls, information access controls and anti-virus and anti-malware software

(c) LEARNING A-Z will comply with all obligations set forth in BOCES "Supplemental Information about the AGREEMENT" below.

(d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, LEARNING A-Z has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows:

[Learning A-Z trains employees on a yearly basis _____

(e) LEARNING A-Z [check one] _____ will X will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the AGREEMENT. In the event that LEARNING A-Z engages any subcontractors, assignees, or other authorized agents to perform its obligations under the AGREEMENT, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in BOCES "Supplemental Information about the AGREEMENT," below.

(f) LEARNING A-Z will manage data security and privacy incidents that implicate Protected Data, including identify breaches and unauthorized disclosures, and LEARNING A-Z will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section A of this Data Sharing and Confidentiality Agreement.

(g) LEARNING A-Z will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the AGREEMENT is terminated or expires, as more fully described in BOCES "Supplemental Information about the AGREEMENT," below.

5. **Additional Statutory and Regulatory Obligations**

LEARNING A-Z acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the AGREEMENT and the terms of this Data Sharing and Confidentiality Agreement:

(a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist LEARNING A-Z in fulfilling one or more of its obligations under the AGREEMENT.

(c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of LEARNING A-Z using the information to carry out LEARNING A-Z's

obligations under the AGREEMENT, unless:

- (i) the parent or eligible student has provided prior written consent; or
- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in BOCES "Supplemental Information about the AGREEMENT," below.

(g) Provide notification to BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section A of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by LEARNING A-Z or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to LEARNING A-Z or its subcontractors or assignees.

6. Notification of Breach and Unauthorized Release

(a) LEARNING A-Z shall promptly notify BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after LEARNING A-Z has discovered or been informed of the breach or unauthorized release.

(b) LEARNING A-Z will provide such notification to BOCES by contacting Michele Jones directly by email at Michele.jones@neric.org or by calling (518) 464-5139 (office).

(c) LEARNING A-Z will cooperate with BOCES and provide as much information as possible directly to the General Counsel or designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date LEARNING A-Z discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the LEARNING A-Z has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for LEARNING A-Z representatives who can assist affected individuals that may have additional questions.

(d) LEARNING A-Z acknowledges that upon initial notification from LEARNING A-Z, BOCES, as the educational agency with which LEARNING A-Z contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). LEARNING A-Z shall not provide this notification to the CPO directly. In the event the CPO contacts LEARNING A-Z directly or requests more information from LEARNING A-Z regarding the incident after having been initially informed of the incident by BOCES, LEARNING A-Z will promptly inform General Counsel or designees.

(e) LEARNING A-Z will consult directly with General Counsel or designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT ____ (CONTINUED)

PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Albany-Schoharie-Schenectady-Saratoga BOCES (BOCES) is committed to protecting the privacy and security of personally identifiable information about students who attend BOCES instructional programs in accordance with applicable law, including New York State Education Law Section 2-d.

To further these goals, BOCES wishes to inform parents of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be directed to the NYS Chief Privacy Officer by writing to the New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

BY THE LEARNING A-Z:



Signature

**Title Sr. Vice President
of Sales**

Date May 22, 2020

EXHIBIT ____ (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE AGREEMENT BETWEEN Albany-Schoharie-Schenectady- Saratoga BOCES AND LEARNING A-Z

BOCES has entered into An Agreement (“AGREEMENT”) with LEARNING A-Z (“LEARNING A-Z”), which governs the availability to Participating Educational Agencies of the following Product(s):

LEARNING A-Z Exams

Pursuant to the AGREEMENT, Participating Educational Agencies may provide to LEARNING A-Z, and LEARNING A-Z will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”).

Exclusive Purpose for which Protected Data will be Used:

To be completed by LEARNING A-Z:

The exclusive purpose for which LEARNING A-Z is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. LEARNING A-Z agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the AGREEMENT. Protected Data received by LEARNING A-Z, or any of LEARNING A-Z’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that LEARNING A-Z engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the AGREEMENT (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of LEARNING A-Z under the AGREEMENT and applicable state and federal law. LEARNING A-Z will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: *[Describe steps the LEARNING A-Z will take]*

Duration of AGREEMENT and Protected Data Upon Expiration:

- The AGREEMENT commences on *[date]* and expires on *[date]*. Upon expiration of the AGREEMENT without renewal, or upon termination of the AGREEMENT prior to expiration, LEARNING A-Z will securely delete or otherwise destroy any and all Protected Data remaining in the possession of LEARNING A-Z or its assignees or subcontractors. If requested by a Participating Educational Agency, LEARNING A-Z will assist that entity in exporting all Protected Data previously received for its own use, prior to deletion.
- At BOCES request, LEARNING A-Z will cooperate with BOCES as necessary in order to transition Protected Data to any successor LEARNING A-Z(s) prior to deletion.
- LEARNING A-Z agrees that neither it nor its subcontractors, assignees, or other authorized agents will

retain any copy, summary or extract of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, LEARNING A-Z and/or its subcontractors, assignees, or other authorized agents will provide a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to LEARNING A-Z, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to LEARNING A-Z by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data LEARNING A-Z receives will be stored on systems maintained by LEARNING A-Z, or by a subcontractor under the direct control of LEARNING A-Z, in a secure data center facility located within the United States. The measures that LEARNING A-Z will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: LEARNING A-Z (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.



Parents Bill Of Rights for Vendors Working With Capital Region BOCES

Albany-Schoharie-Schenectady-Saratoga BOCES (Capital Region BOCES), in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. BOCES establishes the following parental bill of rights:

- Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
- A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by BOCES or any a third party contractor. BOCES will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by BOCES in accordance with BOCES policy;
- Parents have the right to inspect and review the complete contents of their child's education record (for more information about how to exercise this right, see 5500-R);
- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- A complete list of all student data elements collected by the State Education Department is available for public review at <http://nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to the Data Protection Officer, 518-464-5139, DPO@neric.org, Capital Region BOCES, 900 Watervliet-Shaker Rd., Albany NY 12205. Complaints can also be directed to the New York State Education Department online at <http://nysed.gov/data-privacy-security> by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to privacy@mail.nysed.gov or by telephone at 518-474-0937.
- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

In the event that BOCES engages a third party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting the Data Protection Officer, 518-464-5139, DPO@neric.org, 900 Watervliet-Shaker Rd., Albany NY 12205, or can access the information on the Capital Region BOCES website www.capitalregionboces.org.

Vendor/Company Name: Learning A-Z, LLC

Signature: [Signature]

Title: Vice President, Bids and Proposals

Date: 03.17.2022

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:	<div><div></div>100%</div>
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: