


Directions

Below is the Third Party contact that will fill out the Part 121 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
Chanel Dublin	chanel@bookcreator.com		Tools for Schools, Inc.
Thom Leggett	thom@bookcreator.com		

General Information

Third Party Profile:	Tools for Schools, Inc.	Overall Status:	Approved
Questionnaire ID:	303956	Progress Status:	 100%
Engagements:	Tools for Schools, Inc. (DREAM) 23-24	Portal Status:	Vendor Submission Received
Due Date:	2/7/2023	Submit Date:	3/31/2023
		History Log:	View History Log

Review

Reviewer:	CRB Archer Third Party: Risk Management Team	Review Status:	Approved
		Review Date:	3/31/2023
Reviewer Comments:			

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?

We use student/teacher/principal data to:

- provide Book Creator and make sure you can use it properly and effectively;
- manage and administer your account and the books that you create;
- respond to any questions, requests or complaints we receive from you;
- communicate with you about Book Creator if we need to;
- investigate potential illegal activities on Book Creator;
- analyse use of Book Creator; and
- to improve Book Creator.

We will never use your information to target advertising at you based on your behavior. We will not build a personal profile of you other than for supporting authorised educational or school purposes, or as authorised by you (or by a parent or guardian if necessary). We also won't use your information for any purposes except those above without letting you know and getting your permission if necessary.

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)?

Any and all sub-contractors are engaged in such way as to preserve the same obligations and protections outlined in this plan.

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)

Upon termination or expiry of the contract, data can be returned to the educational agency, within 30 days of a written request, as JSON data and ePub 3 book files.

Contact support for termination of the service.

We may transfer data to a successor contractor. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it. More details are in Section 11 of our standard terms and conditions:

<https://bookcreator.com/terms-of-service/>

Data is removed from servers using NIST compliant secure deletion. Certification of deletion available on written request.

<p>NYCRR - 121.3 (b)(4):</p>	<p>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?</p>	<p>A teacher or principal may challenge the accuracy of the data by contacting our support team by visiting https://support.bookcreator.com/ and selecting "Get support for Book Creator online".</p> <p>Suewan Kemp, Support Operative</p> <p>Mail: 1321 Upland Dr., Suite 8524, Houston, TX 77043.</p> <p>Phone: 877-366-5116</p> <p>A parent, student or eligible student may challenge the accuracy of the data by contacting the educational agency who will contact Tools for Schools on their behalf.</p>
<p>NYCRR - 121.3 (b)(5):</p>	<p>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.</p>	<p>All data is stored in Google Cloud data-centers in the continental US. Detailed information about the administrative, technical and organisational protections can be found here: https://cloud.google.com/security/.</p> <p>The Book Creator terms and privacy policy can be found here: https://bookcreator.com/privacy-policy/</p>
<p>NYCRR - 121.3 (b)(6):</p>	<p>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.</p>	<p>All data in flight sent using SSL/TLS. See https://cloud.google.com/security/encryption-in-transit/ for more details.</p> <p>Encryption at rest is AES 128/256 provided provided by Google Cloud: https://cloud.google.com/security/encryption-at-rest/.</p>
<p>NYCRR - 121.6 (a):</p>	<p>Please submit the organization's data security and privacy plan that is accepted by the educational agency.</p>	<p>Data_Privacy_and_Security_Plan_(NY__2-d).pdf</p>

**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 mission to empower the next generation of creators includes some important principles about how we safeguard the data you entrust to us.

We are COPPA, FERPA and GDPR compliant: Book Creator is fully compliant with these important laws and we're proud to have achieved COPPA and FERPA certification from the Internet Keep Safe Alliance.

Teachers are always in control: For example, a student's book is private by default. Only teachers can choose to share a book with a wider audience.

We don't sell user data or advertise: We will never advertise or sell data about you. Our business model is simple – we charge for access to Book Creator.

We protect your information: We use security industry best practices, such as encryption of your data in transit and at rest. All data is stored in Google Cloud offering the best security in the world.

Ownership of content: Your books belong to you, and you can download them at any time.

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.

All employees are vetted for working with student data.

Regular security audit conducted (quarterly). This includes user access review, information security policy adherence and both static and dynamic application security scans.

Regular penetration tests conducted (at least annually).

Data is encrypted at-rest and in-transit using industry standard mechanisms - see <https://cloud.google.com/security/>

Access to systems that store, process or transmit data is controlled by a role-based access system. Users are authenticated by this system using a strong password and two-factor authentication (not SMS-based).

Regular employee training (internally and by iKeepSafe) to ensure awareness of, and compliance with, COPPA, FERPA, GDPR, NY Education Law 2-d.

All data is stored in Google-owned datacenters in the continental US. Detailed information about the administrative, technical and organisational protections can be found here: <https://cloud.google.com/security/>.

The Book Creator terms and privacy policy can be found here: <https://bookcreator.com/privacy-policy/>

All data in flight sent using SSL/TLS. See <https://cloud.google.com/security/encryption-in-transit/> for more details.

Encryption at rest is AES 128/256 provided by Google Cloud: <https://cloud.google.com/security/encryption-at-rest/>.

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.

All employees who have access to student data are required to take annual training on their obligations under FERPA and COPPA as provided by iKeepSafe.

All employees who have access to student data are required to take annual training on their obligations under NY Education Law §2-d.

All employees who have access to student data are required to take annual training NIST Cybersecurity and Privacy Framework v1.1.

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.

Any and all sub-contractors are engaged in such way as to preserve the same obligations and protections outlined in this plan.

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 maintain an operational Incident Reporting Policy - copy available on request.
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.	<p>Upon termination or expiry of the contract, data can be returned to the educational agency, ****within 30 days of a written request, as JSON data and ePub 3 book files.</p> <p>We may transfer data to a successor contractor. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it. More details are in Section 11 of our standard terms and conditions: https://bookcreator.com/terms-of-service/</p> <p>Data is removed from servers using NIST compliant secure deletion. Certification of deletion available on written request.</p>
NYCRR - 121.9 (a)(1):	Is your organization compliant with the NIST Cyber Security Framework ?	Yes
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.	As per the measures outlined in this plan.
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.	<p>Access to systems that store, process or transmit data is controlled by a role-based access system. Users are authenticated by this system using a strong password and two-factor authentication (not SMS-based).</p> <p>Only employees that need access are granted the necessary role.</p>
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)	Access to systems that store, process or transmit data is controlled by a role-based access system. Users are authenticated by this system using a strong password and two-factor authentication (not SMS-based).
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.	As per the measures described in this plan.

<p>NYCRR - 121.9 (a)(6):</p>	<p>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.</p>	<p>All employees are vetted for working with student data.</p> <p>Regular security audit conducted (quarterly). This includes user access review, information security policy adherence and both static and dynamic application security scans.</p> <p>Regular penetration tests conducted (at least annually).</p> <p>Data is encrypted at-rest and in-transit using industry standard mechanisms - see https://cloud.google.com/security/</p> <p>Access to systems that store, process or transmit data is controlled by a role-based access system. Users are authenticated by this system using a strong password and two-factor authentication (not SMS-based).</p> <p>Regular employee training (internally and by iKeepSafe) to ensure awareness of, and compliance with, COPPA, FERPA, GDPR, NY Education Law 2-d.</p> <p>All data is stored in Google-owned datacenters in the continental US. Detailed information about the administrative, technical and organisational protections can be found here: https://cloud.google.com/security/.</p> <p>The Book Creator terms and privacy policy can be found here: https://bookcreator.com/privacy-policy/</p> <p>All data in flight sent using SSL/TLS. See https://cloud.google.com/security/encryption-in-transit/ for more details.</p> <p>Encryption at rest is AES 128/256 provided by Google Cloud: https://cloud.google.com/security/encryption-at-rest/.</p>
<p>NYCRR - 121.9 (a)(7):</p>	<p>Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.</p>	<p>All data in flight sent using SSL/TLS. See https://cloud.google.com/security/encryption-in-transit/ for more details.</p> <p>Encryption at rest is AES 128/256 provided provided by Google Cloud: https://cloud.google.com/security/encryption-at-rest/.</p>
<p>NYCRR - 121.9 (a)(8):</p>	<p>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.</p>	<p>Affirm</p>
<p>NYCRR - 121.9 (a)(b):</p>	<p>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.</p>	<p>Any and all sub-contractors are engaged in such way as to preserve the same obligations and protections outlined in this plan.</p>

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.	We maintain an operational Incident Reporting Policy - copy available on request.
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.	<p>Commercial General Liability</p> <p>\$2m per occurrence / \$2m aggregate</p> <p>Provider: Hiscox</p> <p>Cyber</p> <p>\$3m per occurrence / \$3m aggregate</p> <p>Provider: Coalition</p>
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=B U4QYA6B81BF)	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=B WZSQ273BA12)	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	CRB_Parents_Bill_Of_Rights_-Vendors.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
No Records Found				

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 Part 121:	<p>In order for a vendor to engage with a New York 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 Tools for Schools, Inc. ("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.</p>	Requesting Company:	Capital Region BOCES
Created By:		Third Party Name:	Tools for Schools, Inc.
		Name:	Tools for Schools, Inc.-303956