



Student Data Privacy Consortium

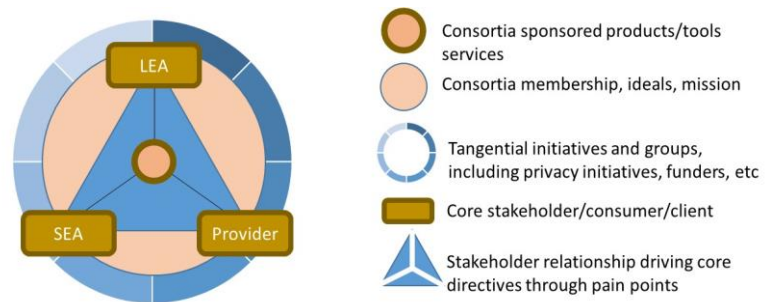
# Preferred Provider Program

## *Program Guide*

## Rationale

The Student Data Privacy Consortium (SDPC), A Special Interest Group (SIG) of the Access 4 Learning Community (A4L), has had immediate and still growing success addressing “tactical” student data privacy issues facing schools each day. This unique Consortium, made up of K12 end users and marketplace product and service providers, has had an immediate impact in schools and the vendor’s partners they work with in delivering better operational and learning technical solutions.

The intent of the Consortium is to have this diverse group of stakeholders to identify and then collaborate on projects that are not addressing, or needing additional support, their student privacy issues. The intent has always been to focus on those collaborative activities and not replace products or services available in the marketplace. This allows for marketplace ingenuity and opportunities for vendors to be a part of the Community.



The SDPC has already been positioned as a trusted resource and information source for both marketplace providers and end users. With its exponential growth and development of tools that have already been embraced tools, the community already is asking for “more”! There have been multiple requests from schools, districts and state agencies asking for additional legal, implementation, professional learning, etc. support as they now pivot to addressing their student privacy pain points. These additional “services” requested may or may not be in the core activities of, but are impacted by, the Consortium tools, effective practices, etc.

## Program Description

The Consortium’s Governance Group, as well as the A4L’s Board of Directors, are very aware to not enter into the competition space with community members but want to play a leadership role in supporting the numerous requests from members to make the SDPC Project a success. In an attempt to balance those required requests and the desire to not enter into competition with members, the ***SDPC Preferred Provider Program (P<sup>3</sup>)*** has been developed. The Program consists of:

- A possible set of SDPC Services established and approved by SDPC leadership (Appendix A)
- A call sent to marketplace providers to become a cadre of possible entities that can provide such goods and/or services to interested customers
- These providers will enter into a contractual agreement with the SDPC to become a “*SDPC Preferred Provider*” (P<sup>3</sup>) containing a set of established rules and benefits
- P<sup>3</sup> members will be promoted in all SDPC communications
- These providers will be reviewed by customer surveys after each engagement

## Preferred Provider Requirements

To become an “SDPC Preferred Provider” the following criteria must be met:

- The organization/individual must:
  - Be a member in good standing of the SDPC
  - Promote their products/services in the A4L/SDPC Marketplace and keep information current
  - Have two verifiable recommendations from clients on products/services
  - Enter into an agreement with the SDPC to accurately reimburse 15% of gross income from engagements to the SDPC for reimbursable overhead and product/service promotion
  - Provide customers with a “SDPC Preferred Provider Survey” after engagement
- The organization/individual can:
  - Use the SDPC logo on promotional materials as long as they maintain good standing status
  - Update their promotional information on the SDPC Marketplace
  - Schedule a once a year SDPC sponsored webinar to promote privacy support activities across the entire Community and marketplace

## Appendix A - Example Services

➤ Those as a value add for membership and those for fee TBD

Support Area	Service	Description
<b>Alliance Support</b>	Alliance Awareness Campaigns	<ul style="list-style-type: none"> <li>Establishing, growth, ownership, communications, etc.</li> <li>Target audience beyond IT: Curriculum &amp; Instruction, Risk Management, CBOs &amp; Superintendents</li> <li>Resources: SDPC sample presentations, emails, etc. available for customization</li> </ul>
	Alliance Training Programs	<ul style="list-style-type: none"> <li>Train the trainer model for self-sufficient Alliance (with own support staff)</li> </ul>
	Alliance State Admin	<ul style="list-style-type: none"> <li>Account approval, contact changes</li> </ul>
<b>LEA/School Support</b>	Training and Registry Start Up	<ul style="list-style-type: none"> <li>Resources Housing (videos, collateral, etc.), Webinars, Scheduling to delivery</li> </ul>
	Registry Ongoing	<ul style="list-style-type: none"> <li>Monitoring data, addressing questions, troubleshooting</li> </ul>
	Contracting	<ul style="list-style-type: none"> <li>Vendor Interactions (questions, troubleshooting / Intermediary to legal support)</li> </ul>
<b>Legal Support</b>	Contract Creation	<ul style="list-style-type: none"> <li>State-based Model Agreement that would include all related provisions, including warranty, liability, etc.</li> </ul>
	Contract Maintenance	<ul style="list-style-type: none"> <li>State-based Data Privacy Agreement, including updates required because of statutory or industry changes.</li> </ul>
	Contract Modifications	<ul style="list-style-type: none"> <li>Modifications to make vendor agreements compliant with the state DPA as well as negotiate and draft the changes to these agreements.</li> </ul>

# Appendix B - Preferred Provider Application

Go to the A4L website – [www.A4L.org/page/P3-Application](http://www.A4L.org/page/P3-Application) - to start your application!

## SDPC PREFERRED PROVIDER PROGRAM APPLICATION

More in this Section...

Share | [f](#) [t](#) [p](#) [m](#)

**Organization \***

**Address Line 1 \***

**Address Line 2**

**City \***

**State/Territory \***

**Zip/Postal Code \***

**Country \***

**Submitted by (full name): \***

**Email Address \***

**Phone Area Code \***  **Phone \***

**Website URL \***

**Facebook Page**

**Service/Product Support Area(s) \***

- Direct SDPC Alliance Support
- Privacy Training
- Cyber Security & Audits
- Privacy Services & Audits
- Cyber Security & Privacy Services
- Application Monitoring & Support
- Legal Privacy & Cyber Security Services
- Data Integration & Protection

**Description of services provided \***

1000 of 1000 characters remaining

**Preferred Provider Status: Recommendation One**

**1-Organization \***  **1-Full Name \***

**1-Email \***  **1-Phone \***

**1-Service(s) provided to them:**

**Preferred Provider Status: Recommendation Two**

**2-Organization \***  **2-Full Name \***

**2-Email \***  **2-Phone \***

**2-Service(s) provided to them: \***

**Agreement**

**Reimbursement:** Any contractual work made through the Student Data Privacy Consortium will require the Provider to accurately reimburse 15% gross income from the engagement for reimbursable overhead and product/service promotion. Payments may be done during the engagement but must be completed before the end of the engagement.

**Contractual:** The Student Data Privacy Consortium (SDPC) is not party to any contractual agreement of goods/services between the Preferred Provider and the engaged customers. The SDPC can only verify information provided by the Preferred Provider to the Vendor Marketplace.

**Submission:** By submitting this form, the above Submitter confirms that they have read and understood the reimbursement commitments and legal agreements for the SDPC Preferred Provider Program, and agrees to any/all pre-determined requirements as an individual and/or on behalf of their organization.

**Cancellation:** To cancel this Agreement at any time, please contact staff@A4L.org. Agreements may not be cancelled whilst work is being undertaken through the SDPC Preferred Provider Program.

I'm not a robot

October 2018

Page 5 of 7

## Appendix C - Legal Indemnifications

### SDPC Obligation

The Student Data Privacy Consortium's (SDPC) *Preferred Provider Program (P<sup>3</sup>)* has been developed to support the education marketplace successfully address student data privacy issues. Under the P<sup>3</sup>, the SDPC and A4L Association does not assume any legal obligation in the contractual agreement between the provider and contracting entity. The Consortium and Association are not responsible for the actions and deliverables associated with the contracting of a Preferred Provider third party.

### Copyright in Content and Notices

Unless otherwise noted, all P<sup>3</sup> materials contained are copyrighted and may not be used except as provided in these Terms and Conditions or in the copyright notice or other proprietary notices provided with the relevant materials. No material may be modified, edited or taken out of context such that its use creates a false or misleading statement or impression as to the Access 4 Learning's positions, statements or actions. Use of the Access 4 Learning or Access 4 Learning's trademarks and service marks is covered by the Access 4 Learning's Marketing Guidelines and Trademark License, for further information, [Contact Us](#).

### Access 4 Learning Trademark

The trademarks, logos, and service marks (collectively the "Trademarks") displayed are registered and unregistered Trademarks of Access 4 Learning Community (A4L TM). All use of A4L trademarks is governed by the Marketing Guidelines and trademark license. No additional rights are granted by implication, or otherwise. Any questions concerning these Trademarks should be directed to: A4L Community, Box 1024, New Albany, OH 43054 United States.

### Member and Third-Party Trademarks

The P<sup>3</sup> Program may reference trademarks, logos, and service marks owned by Members or other third parties, and these marks are the property of their respective owners. The Access 4 Learning Community does not grant any rights to use such marks, whether by implication, or otherwise.

### Legal Disclaimers

The Access 4 Learning Community has endeavored to review all of the web sites linked from their web site but is not responsible for the content of any off-site pages or any other web sites linked. In addition, a link to a non-A4L web site does not mean that the Association endorses or accepts any responsibility for the content, or the use, of such site. It is the user's sole responsibility to take precautions to ensure that whatever is selected is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. Information on the P<sup>3</sup> site may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice.

**Other Trademarks:**

All member logos are trademarks of their respective organizations and legal limitations, warranties and liabilities may be in effect. The Access 4 Learning Community has permission to display these logos as the organizations are members of the A4L Community but would advise any other party wishing to display these logos to review the legal documentation and/or permissions from each individual organization prior to using their respective logos.