Student Data Privacy Consortium
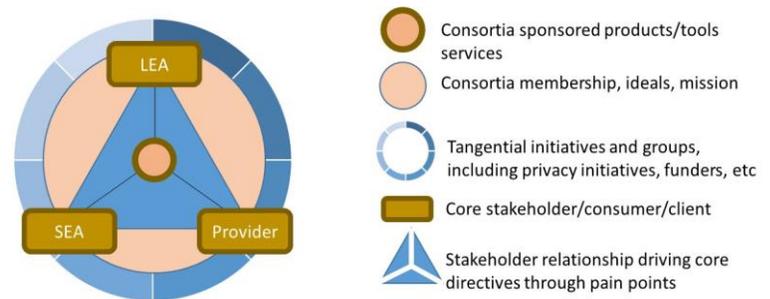
Preferred Provider Program

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 Management Board, 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 (P³)** 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"* (P³) containing a set of established rules and benefits
- P³ members will be promoted in 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 <u>must be met</u>:

- ➢ The organization/individual must:
    - o Be a member in good standing of the SDPC
    - o Promote their products/services in the A4L/SDPC Marketplace and keep information current
    - o Have two verifiable recommendations from clients on products/services
    - o Provide customers with a *"SDPC Preferred Provider Survey"* after engagement
    - o Enter into an agreement with the SDPC Management Board regarding reimbursement fee structure for Program inclusion

- ➢ The organization/individual can:
    - o Use the SDPC logo on promotional materials as long as they maintain good standing status
    - o Update their promotional information on the SDPC Marketplace
    - o 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
Alliance Support	Alliance Awareness Campaigns	o Establishing, growth, ownership, communications, etc. o Target audience beyond IT: Curriculum & Instruction, Risk Management, CBOs & Superintendents o Resources: SDPC sample presentations, emails, etc. available for customization
	Alliance Training Programs	o Train the trainer model for self-sufficient Alliance (with own support staff)
	Alliance State Admin	o Account approval, contact changes
LEA/School Support	Training and Registry Start Up	o Resources Housing (videos, collateral, etc.), Webinars, Scheduling to delivery
	Registry Ongoing	o Monitoring data, addressing questions, troubleshooting
	Contracting	o Vendor Interactions (questions, troubleshooting / Intermediary to legal support)
Legal Support	Contract Creation	o State-based Model Agreement that would include all related provisions, including warranty, liability, etc.
	Contract Maintenance	o State-based Data Privacy Agreement, including updates required because of statutory or industry changes.
	Contract Modifications	o Modifications to make vendor agreements compliant with the state DPA as well as negotiate and draft the changes to these agreements.

Appendix B - Preferred Provider Application

To get started, complete & sign this form (below), then go to the A4L website – www.A4L.org/page/P3-Application - to submit your application!

Organization/Individual: _____ **Date:** _____

Address: _____

Email: _____ **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

Two Recommendations for Preferred Provider Status:

Organization: _____ **Contact Name:** _____

Email: _____ **Phone:** _____

Service(s)/Product(s) Provided:

Organization: _____ **Contact Name:** _____

Email: _____ **Phone:** _____

Service(s)/Product(s) Provided:

continued on next page....

Engagements will be summarized every six months and a payment schedule agreed.

The SDPC is not a party to any contractual agreement goods/services between the Preferred Provider and the engaged customers (Appendix C).

The SDPC can only verify information provided by the Preferred Provider to the SDPC Marketplace.

Provider signature   *SDPC Representative signature*

Print Name   *Print Name*

Appendix C - Legal Indemnifications

SDPC Obligation

The Student Data Privacy Consortium's (SDPC) *Preferred Provider Program (P³)* has been developed to support the education marketplace successfully address student data privacy issues. Under the P³, 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.

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