

SDPC: Policy & Procedures



Student Data Privacy Consortium

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ARTICLE I: IDENTIFICATION

Name: The Student Data Privacy Consortium (SDPC) is a Special Interest Group (SIG) under the Schools/Systems Interoperability Framework Association (SIF Association) (the "Corporation"). The corporation will utilize the trade name of "Access 4 Learning" (A4L) for all community activities.

Purposes: The Student Data Privacy Consortium (SDPC) is a unique collaborative of schools, districts, regional territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns. The Consortium also leverages work done by numerous partner organizations but focuses on issues being faced by "on-the-ground" practitioners.

Consortium Goals:

- Establish a community of stakeholders who have various needs addressed through policy, technology and/or effective practice sharing around effective privacy management,
- Identify projects that have on-the-ground and real-world impact on student data privacy enabling schools, districts, state and vendors to find resources, adapt them to their unique context and implement needed protections,
- Development of tools and resources to address operational issues not currently being addressed,
- Leverage partnership organizations working in the privacy space to have their good work utilized and no reinvention of existing work,
- Development of a clearinghouse of student data privacy operational issues and resources to support schools, districts, states and vendors in managing those issues – no matter where the resources originate; and
- Accomplishing such other objectives as may be related and appropriate to the foregoing purposes.

ARTICLE II: MEMBERS

Members: The Consortium shall have two classes of MEMBERS known as "SDPC Participants" and "SDPC Partners" whose qualifications shall be as follows:

- (1) "SDPC Participants" shall be an association, company, individual or educational institution engaged in the education of children, the oversight of institutions which engage in the education of children, or other associations whose members are individuals or institutions which engage in such education as their primary activity. Each SDPC Participant shall be entitled to a single organizational vote on all matters.
- (2) "SDPC Partners" shall be an association or membership organization who has entered into a SDPC Partner agreement including reciprocal membership (as in another association). Interested entities must request "Partnership" status by petitioning requests through the

SDPC Governance Group. This is a non-voting classification but maintains all other SDPC membership benefits and obligations.

Approval of Members: The SDPC Governance Group shall have full power to accept or reject all applications for membership, and any SDPC Member may be expelled by the affirmative vote of two-thirds of the then serving members of the Governance Group.

Good Standing. To remain a SDPC Member in good standing, a company, individual or educational institution must pay its dues within 60 days of the anniversary date of being invoiced, or have been granted Partner status and agreed to comply with the SDPC Membership Agreement.

Dues: The dues for each SDPC Member shall be based upon a sliding scale of gross revenue or set amount for educational and government entities as approved by the Association Board of Directors and payable when invoiced.

ARTICLE III: MEETINGS OF MEMBERS

Annual Meeting: The annual business meeting of the approved local SDPC Membership (“Annual Meeting”) shall be held on such date and at such time and place as specified by the Governance Group upon recommendations from the Access 4 Learning leadership.

Voting-Election of Governance Group: All SDPC Participants in good standing may secretly vote in the SDPC elections held yearly at a time designated by the Governance Group. Only one Secret vote per SDPC Participant will be allowed. The ballot will be distributed to each SDPC Participant’s primary business contact at least two (2) weeks prior to voting.

ARTICLE IV: GOVERNANCE GROUP

General Powers. The SDPC Governance Group shall have general control over all officers and activities that are proper to be done by the Consortium. The vote of a majority of the votes cast by the Governance Board at a duly called meeting of the Governance Group at which a quorum was represented shall be necessary for the adoption of any matter by the Consortium.

Specific Powers: The Governance Group shall have specific powers:

- **Manage Consortium.** To conduct, manage and control the affairs and business of the Consortium, and to make rules and regulations for the guidance of the officers, employees and representatives of the Consortium.
- **Financial Alignment.** To utilize the financial information to strategically align the Consortium and A4L’s resources and reporting requirements the A4L Association Board of Directors may deem proper.

- **Protect Brand.** The Governance Group is charged with the continued development and policing of the Association's brands (Trademark) and marketplace utilization.

Number: The number of Governance Group of the Consortium shall be made up of no less than four (4) and no more than eight (8) representatives consisting of voting member representatives. Upon completion of annual voting, the Governance Group may identify and nominate SDPC Participant agencies to serve as a representative of an "under represented group" (i.e. large LEA, small vendor, large SEA, legal, government, etc.). These nominated members must be voted on by the elected Governance Group for approval.

Tenure: Governance Group leaders shall hold office for two (2) calendar years or until a successor has been nominated or until the leader's earlier death, resignation, retirement or removal. There shall be a four-year term limit with an opportunity for appointment/re-election after a period of leave from the Governance Group of not less than two years unless removed by the Governance Group vote or lack of participation.

Removal: Any Governance Group member may be removed at any time, with or without cause, by a vote of two thirds of the votes cast by the Governance Group at which a quorum was represented and voting, called for that purpose, after proper notice of the meeting has been provided. Any Governance Group member who fails to participate in the majority of called meetings each year will relinquish his or her Governance Group seat. The Governance Group may make an exception if illness or unusual personal circumstances cause the absence. Such removal shall result in a vacancy as treated below.

Vacancies: Any Governance Group member may resign at any time by giving written notice thereof to the Governance Group. If a Governance Group member resigns prior to the completion of his or her term or if a member becomes ineligible prior to the completion of his or her term, the Governance Group may appoint a successor to fill the vacant seat. If a Governance Group member leaves his or her employer during his or her term, the Governance Group member may continue to serve until the next election, so long as the individual is employed by a SDPC Participant within 60 days of leaving previous employer, unless such a Governance Group member joins a SDPC Participant already represented on the Governance Group, in which case the seat becomes vacant. If the member wishes to retain his or her seat they must run for re-election during the next election cycle.