



iKeepSafe Product Profile *The Digital SLP*

Introduction

The iKeepSafe Privacy Program is available to operators and service providers of websites and online services, data management systems and other technologies that are, in whole or in part, intended for use in and by schools, and which may collect, store, process or otherwise handle student data.

This *iKeepProfile* is intended to assist you in determining whether the Digital SLP complies with FERPA. It indicates that Digital SLP has been assessed for alignment with the iKeepSafe FERPA Privacy Program Guidelines.

Product Overview

Product: The Digital SLP: <https://www.thedigitalslp.com/>

Product Description:

The Digital SLP site is what's known as a "membership site" which has resources that can be used by speech language pathologists, referred to in the rest of this document as "SLPs." Many SLPs work for school districts, but there are also many other SLPs who work for other agencies or who are independently employed. Regardless, SLPs work with school-age children on a variety of different activities aimed at improving their abilities.

The website provides many different types of activities that must be accessed via a web browser by the SLP, and the SLP will complete the activities with a student either in-person or by sharing the SLPs' screen with a student via something like Zoom. Each SLP receives their own unique user account to control access to the site and the things they can do.

Students do not have their own accounts and do not independently log into the system. However, SLPs can create "QuickLinks" which are URLs that allow a student to directly access an activity that the student can use to practice assignments on their own time and/or with their parents. No logon is performed when using a QuickLink which is a specially formatted, and expiring, link that allows accessing an activity without logging in.

Within the site, each SLP has an area where they can create so-called "lists" of various activities. The lists can be given any name, and some SLPs can and do enter their students' names (or potentially even other PII related to the student) on the lists.

Agreement

As related to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Section 1232g), The Digital SLP agrees:

1. Student records obtained by The Digital SLP from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to The Digital SLP.
2. The Digital SLP users may retain possession and control of their own generated content.
3. The Digital SLP will not use any information in a student record for any purpose other than those required or specifically permitted by The Digital SLP Terms and Conditions and Privacy Policy.
4. Parents, legal guardians, or eligible students may review personally identifiable information in the student’s records and correct erroneous information by contacting their educational institution. Additionally, The Digital SLP users may access, correct, update, or delete personal information in their profile by signing into The Digital SLP, accessing their Digital SLP account, and making the appropriate changes.
5. The Digital SLP is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions:
 - a. we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities;
 - b. we conduct background checks on our employees that may have access to student data;
 - c. we conduct regular employee privacy and data security training and education; and
 - d. we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
6. In the event of an unauthorized disclosure of a student’s records, The Digital SLP will promptly notify customers unless specifically directed not to provide such notification by law enforcement officials.
7. The Digital SLP will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
8. The Digital SLP agrees to work with educational institutions to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described above.
9. The Digital SLP prohibits using personally identifiable information in student records to engage in targeted advertising.
10. The Digital SLP will not make material changes to our Terms of Use or Privacy Policy, including making significant changes impacting the collection, use, disclosure or retention of data collected without prior notice to the educational user.

Data Review Process

The Digital SLP encourages users to update their personal information in order to have accurate, current and complete information. Users may correct any errors or request that The Digital SLP deletes all or some of the personal information. Users may also submit a request not to have any further contact from The Digital SLP.

Users have certain rights in relation to Personal Information they hold about them. Users can exercise any of the following rights by contacting The Digital SLP using any of the methods in the Contact section below.

In general, the Educational Institution determines the information collected, maintained, and processed using The Digital SLP' services. If there are any questions regarding the collection, storage, and use of the information the Educational Institution shares with The Digital SLP, please contact the Educational Institution directly.

Right of Correction or Completion. If personal information The Digital SLP holds about the user is not accurate, out of date or incomplete, users have a right to have the data corrected or completed. To make corrections to the account please contact them at the email address in the Contact section below.

Right to Access. Users have the right to access information held about them for the purpose of viewing and in certain cases updating or deleting such information. Furthermore, if users prefer that The Digital SLP, LLC does not share certain information as described in this Privacy Policy, users can direct The Digital SLP, LLC not to share that information. They will comply with an individual's requests regarding access, correction, sharing and/or deletion of the personal data they store in accordance with applicable law. To make changes to the account affecting personal information, please contact them at the email address in the Contact section below. For any deletion, non-sharing or update request, they will make the changes as soon as practicable, however this information may stay in their backup files. If they cannot make the changes users are requesting, they will let the user know and explain why to them.

Contact information:

Jessica Cassity
446 3rd Street #10
Neptune Beach, FL 32266
support@thedigitalslp.com

Security Protocols

The Digital SLP has a comprehensive Security Program in place designed to protect the confidentiality, integrity and availability of systems, networks and data. The following is a general overview of data security protocols:

Data in Transit:

SSL-backed HTTPS for website access; SFTP for uploads.

Data at Rest:

List names are encrypted with the Defuse PHP Encryption library in the WordPress database. The encryption key is stored separately on the server filesystem. User passwords are protected by the WordPress password encryption algorithm.

Data Center Security:

The database is stored on the LiquidWeb dedicated server along with the files for the website. LiquidWeb provides an Acronis backup service which backs up to the LiquidWeb cloud storage on a daily basis. Additional backup data is stored within Dropbox Business; the database is encrypted before it is uploaded to Dropbox, and the website files are also stored there in zip form.

<https://www.liquidweb.com/products/cloud-servers/>

Personnel:

Background Checks: All employees with access to student data have undergone criminal background checks.

Training: Employees of The Digital SLP will receive annual privacy and security training that includes FERPA.

Access: Access to student data is role-based; limited to those employees who need access to perform job responsibilities.

Employees are given access to the minimum services that are required for their job function.

Access to Audit

Once per year, The Digital SLP will provide schools with:



audit rights to the school's data



access to the results of The Digital SLP' or its third-party security audit

Data Breach

In the event of an unauthorized disclosure of a student's records, The Digital SLP will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.

Notification shall identify:

- a. the date and nature of the unauthorized use or disclosure;
- b. the Private Data used or disclosed;
- c. general description of what occurred, including who made the unauthorized use or received the unauthorized disclosure;
- d. what The Digital SLP has done or shall do to mitigate any effect of the unauthorized use or disclosure;
- e. advice to the impacted user on how they can best protect themselves.
- f. what corrective action The Digital SLP has taken or shall take to prevent future similar unauthorized use or disclosure; and
- g. who at The Digital SLP the user can contact. The Digital SLP will keep the user fully informed until the incident is resolved.

The Digital SLP will notify impacted user (s) within 72 hours upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information,

Data Deletion

The Digital SLP states that:

The Digital SLP will retain and use users information as necessary to comply with their legal obligations only. They will retain user information only for as long as the account is active or as needed to provide services.

Unless the user requests that The Digital SLP delete certain information, they will retain the information collected for as long as the account is active or as needed to provide the services. Following termination or deactivation of the account, they will retain information for at least 3 years and may retain the information for as long as needed for business and legal purposes.

Right of Deletion. In certain circumstances, users have the right to request that personal information The Digital SLP holds about them be deleted. If they cannot delete the information which is requested, they will let the requester know and explain why. To request deletion of information please contact them at the email address below in the Contact Information:

Jessica Cassity
446 3rd Street #10
Neptune Beach, FL 32266
support@thedigitalslp.com

Research

The Digital SLP stated; They use none of the customer data for research or statistical purposes at this time. If data is used for behavioral or product improvements the data is aggregated and cannot be identified to any particular individual.

The Digital SLP may also analyze information that does not contain “Personal Information” (or contains “Personal Information” in anonymous or aggregated form) for trends and statistics, such as through the use of Google Analytics or other similar analytics services.

Third Parties

The Digital SLP does not sell, trade, lease or loan the personal information they collect or maintain, in the course of providing the service, to any third party for any reason, including direct marketers, advertisers, or data brokers.

The Digital SLP contracts with other third-party companies to perform business functions or services on their behalf and may share PII with such third parties as required to perform their functions. The Digital SLP has agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service and to ensure they maintain the confidentiality and security of the information. The agreements align with The Digital SLP’ data privacy and security policies and expectations.

The Digital SLP utilizes the following third-party vendors:

ConvertKit: Used for sending membership-related emails.

Information Shared: Member email address and name.

Facebook: Used for Facebook remarketing campaigns to previous visitors to the site.

Information shared: Facebook directly collects information regarding the user’s browser-based upon their Facebook “Pixel” scripts.

Google AdWords: Used for Google-related advertising on third-party websites to previous visitors to the site.

Information Shared: Google collects information directly regarding a user’s browser-based on their Google AdWords scripts.

Google Analytics: Used to collect anonymized data regarding overall website page visits including what pages were accessed.

Information Shared: Google directly collects this anonymized data through the use of their Google Analytics scripts.

PayPal: Processes payments for legacy subscriptions.

Information Shared: Member details such as name and address along with the subscription details.

Information Shared: PayPal processes the transaction directly on their servers and no PayPal

information is retained by The Digital SLP.

Stripe: Processes credit card subscriptions for members who directly sign up on the website. Information shared: Member details such as name, address along with subscription details. Stripe processes the payment transaction and no payment card information is retained directly by The Digital SLP.

Third-Party Providers that potentially have access to student PII:

Dropbox Business: Provides alternative storage of website backup files. Information Shared: Website files are stored here but the database is kept encrypted; no member information is directly shared with Dropbox.

LiquidWeb: Provides website hosting and data storage. Information Shared: All of the website-related files and database are stored on their servers, but no member information is directly shared with LiquidWeb. All network traffic passes through their servers and is subject to inspection for the express purpose of troubleshooting or securing data.

Sucuri: Provides website firewall and security services. Information Shared: No member information is directly shared with Sucuri. All network traffic passes through their servers and is subject to inspection for the express purpose of troubleshooting or securing data.

Product Data List

The Digital SPL Data Collection:

Data Collected for Operation	General Purpose of Data Collection
Student First and Last Name	Required to support product functionality
Browser Type	Analytics
Access time	Analytics
TIME SPENT ON SITE	Analytics
PAGE VIEWS	Analytics
Referring URL	Analytics
Other	Payment and Billing Information (Potential)

Accuracy Statement

The Digital SLP, LLC, hereby confirms the accuracy and truthfulness of all information contained in The Digital SLP profile and has authorized iKeepSafe to make the profile available to any interested schools.

Signed and agreed:




(Signature)

Jessica Cassity
President and CEO
446 3rd Street #10
Neptune Beach, FL 32266
support@thedigitalslp.com

December 7th, 2020

The Digital SLP service has been reviewed and found in alignment with iKeepSafe's FERPA Privacy Program Guidelines as indicated by this product profile. The Digital SLP has been awarded the iKeepSafe FERPA Privacy Program badges.

DocuSigned by:

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(Signature)

Amber Lindsay
President & CEO
iKeepSafe

December 7th, 2020

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