



**EXHIBIT C**  
**Data Privacy Addendum**  
**Adams 12 Five Star Schools – January 5, 2017**

This Exhibit C to the CIC Licensed Product Agreement (“Exhibit B”), is by and between Computer Information Concepts, Inc., 2843 31st Avenue, Greeley, Colorado 80631 (“CIC”) and Adams 12 Five Star Schools, 1500 East 128<sup>th</sup> Avenue, Thornton, Colorado 80241 (“Customer”) and amends the agreement between the same parties titled Licensed Product Agreement with an effective date of August 15, 2008.

This Addendum supersedes the Agreement by adding to, deleting from and modifying the Agreement as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the terms of the Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

Although the District will be self-hosting its Infinite Campus implementation, for troubleshooting and technical assistance purposes Contractor (which includes CIC, Infinite Campus, and/or their respective agents and subcontractors) may from time to time temporarily have access to or copies of student PII, as defined below, stored by the District. The following language shall apply whenever Contractor is accessing or storing student PII of the District.

**Covered Data**

As used in this addendum, confidential information, confidential data, student information, student data, and personally identifiable information (“PII”) have the same meaning. Student PII means information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student’s parent or family, in accordance with C.R.S. § 22-16-103(13) & 34 C.F.R. § 99.3.

**Compliance with State and Federal Law**

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 (“FERPA”) and C.R.S. § 22-16-101, *et seq.*

**Contractor Obligations:**

1. *Uses and Disclosures as Provided in the Agreement.* Contractor may use and disclose the confidential information provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the confidential information to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to confidential information are contractually bound to follow the provisions of the Agreement.
2. *Nondisclosure Except as Provided in the Agreement.* Contractor shall not use or further disclose the confidential data except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose data to a third party.
3. *Safeguards.* Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of student information. Contractor shall ensure that student information is secured and encrypted during transmission or at rest. Contractor agrees that student information will be stored on equipment or systems located domestically.
4. *Reasonable Methods.* Contractor agrees to use “reasonable methods” to ensure to the greatest extent practicable that Contractor and all parties accessing data are compliant with state and federal law. Specifically, this means: 1. Only de-identified student data may be used for the purposes of educational research. 2. Contractor must protect confidential data from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use confidential data for one purpose does not confer approval to use it for another.
5. *Confidentiality.* Contractor agrees to protect student information according to acceptable standards and no less rigorously than they protect their own confidential information.

6. *Reporting.* Contractor shall report to the District within 48 hours of Contractor becoming aware of any use or disclosure of the confidential information in violation of the Agreement or applicable law.
7. *Data Destruction of Confidential information held by Contractor.* Any Confidential information maintained by Contractor must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Contractor agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the work as described in the proposal. Additionally, during the term of the Agreement, Contractor shall destroy confidential information upon request of the District as soon as practicable. Contractor shall destroy confidential information in such a manner that it is permanently irretrievable in the normal course of business.
8. *Minimum Necessary.* Contractor attests that the confidential information requested represents the minimum necessary information for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum will have access to the confidential information in order to perform the work.
9. *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the confidential information in any manner beyond the scope or after the termination of the Agreement.
10. *Data Ownership.* The District is the data owner. Contractor does not obtain any right, title, or interest in any of the data furnished by the District.
11. *Misuse or Unauthorized Release.* Contractor shall notify the District as soon as possible upon discovering the misuse or unauthorized release of student PII held by Contractor or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.
12. *Data Breach.* In the event of a data breach by Contractor, Contractor will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. Contractor will promptly notify the District upon the discovery of any data breach.

### **Prohibited Uses**

Contractor shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

Notwithstanding the previous paragraph, Contractor may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on Contractor's website, online service, or application; or investigate a matter related to public safety. Contractor shall notify the District as soon as possible of any use described in this paragraph.

### **School Service Contract Provider Additional Provisions**

Contractor represents and warrants that under no circumstances will it collect, maintain, generate, or infer any information that, alone or in combination, personally identifies an individual student or the student's parent or family. Should Contractor at any point collect, maintain, generate, or infer any information that, alone or in combination, personally identifies an individual student or the student's parent or family, the following provisions will also apply.

If Contractor is a School Service Contract Provider – defined in C.R.S. § 22-16-103 as an entity that enters into a contract with the District to provide a website, online service, or application that is designed and marketed primarily for using in a school and collects, maintains or uses student personally identifiable information – the following provisions shall apply:

1. *Data Collection Transparency and Privacy Policy.* Contract shall provide clear information that is understandable by a layperson explaining the data elements of student PII that Contractor collects, the learning purpose for which it collects the student PII, and how Contractor uses and shares the student PII. The information must include all student PII that Contractor

collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Contractor shall provide the District with a link to the information on a webpage maintained and updated by Contractor so that the District may post the link on its website. If Contractor does not collect student PII, no such policy shall be required.

2. *Notice Before Making Changes to Privacy Policy.* Contractor shall provide notice to the District before making material changes to Contractor's privacy policy that affects student PII.
3. *Access to Student Information.* In the event that Contractor maintains any student PII, upon request by the District, Contractor agrees to provide in a readable electronic format a copy of all student PII maintained by the Contractor for individual students.
4. *Correction of Inaccurate Student PII.* In the event that Contractor maintains any student PII, Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request for correction that the District receives. Contractor may satisfy this requirement by destroying the student PII in accordance with the provisions above.
5. *Grounds for Termination.* Contractor understands that any breach by Contractor or any subcontractor of this addendum, state or federal law regarding student information, or the Contractor's privacy policy described above, may be grounds for termination of the Agreement in accordance with C.R.S. § 22-16-107(2)(a).

**COMPUTER INFORMATION CONCEPTS, INC.**

**CUSTOMER**

By: Steven K. Bohlender  
Steven K. Bohlender (Jan 11, 2017)

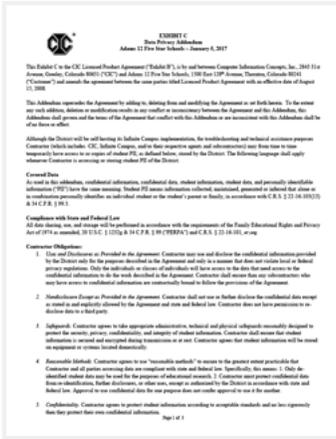
By: Pat Hamilton  
Pat Hamilton (Jan 11, 2017)

Name: Steven K. Bohlender

Name: Pat Hamilton

Date: Jan 11, 2017

Date: Jan 11, 2017



# 382c ADAMS 12 FIVE STAR SCHOOLS, CO, CIC Exhibit C 2017 01 FINAL

Adobe Sign Document History

01/11/2017

Created:	01/05/2017
By:	Cathy Cardon (ccardon@cicesp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMXTJbocjh3q8R_2kgAm0Q-Ay8sugauCK

## "382c ADAMS 12 FIVE STAR SCHOOLS, CO, CIC Exhibit C 2017 01 FINAL" History

- Document created by Cathy Cardon (ccardon@cicesp.com)  
01/05/2017 - 4:32:00 PM MST- IP address: 63.253.67.94
- Document emailed to Steven Bohlender (sbohlender@cicesp.com) for approval  
01/05/2017 - 4:32:40 PM MST
- Document viewed by Steven Bohlender (sbohlender@cicesp.com)  
01/05/2017 - 6:41:38 PM MST- IP address: 63.253.67.94
- Document approved by Steven Bohlender (sbohlender@cicesp.com)  
Approval Date: 01/05/2017 - 6:41:52 PM MST - Time Source: server- IP address: 63.253.67.94
- Document emailed to greg.a.mortimer@adams12.org for signature  
01/05/2017 - 6:41:53 PM MST
- Document viewed by greg.a.mortimer@adams12.org  
01/05/2017 - 7:03:52 PM MST- IP address: 64.233.172.137
- Document viewed by greg.a.mortimer@adams12.org  
01/09/2017 - 12:54:47 PM MST- IP address: 64.233.172.139
- Document signing delegated to Pat Hamilton (pat.hamilton@adams12.org) by greg.a.mortimer@adams12.org  
01/10/2017 - 10:29:49 AM MST- IP address: 204.228.117.196
- Document emailed to Pat Hamilton (pat.hamilton@adams12.org) for signature  
01/10/2017 - 10:29:50 AM MST

 Document viewed by Pat Hamilton (pat.hamilton@adams12.org)

01/11/2017 - 7:34:35 AM MST- IP address: 64.233.172.139

 Document e-signed by Pat Hamilton (pat.hamilton@adams12.org)

Signature Date: 01/11/2017 - 7:37:36 AM MST - Time Source: server- IP address: 204.228.117.198

 Document emailed to Steven K. Bohlender (sbohlender@cicesp.com) for signature

01/11/2017 - 7:37:37 AM MST

 Document viewed by Steven K. Bohlender (sbohlender@cicesp.com)

01/11/2017 - 9:42:49 AM MST- IP address: 107.19.64.40

 Document e-signed by Steven K. Bohlender (sbohlender@cicesp.com)

Signature Date: 01/11/2017 - 9:43:15 AM MST - Time Source: server- IP address: 107.19.64.40

 Signed document emailed to Steven Bohlender (sbohlender@cicesp.com), Cathy Cardon (ccardon@cicesp.com), Marilyn Goetz (mgoetz@cicesp.com), greg.a.mortimer@adams12.org, Steven K. Bohlender (sbohlender@cicesp.com) and Pat Hamilton (pat.hamilton@adams12.org)

01/11/2017 - 9:43:15 AM MST