

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Murrieta Valley Unified School District

("Originating LEA") which is dated 04-07-2025, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

shelly.lorren@e-hps.com.

PROVIDER: Heartland Payment Systems, LLC dba Heartland School

BY:  Solutions Date: 04-07-2025

Printed Name: Jeremy Loch Title/Position: President School Solutions

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Murrieta Valley Unified School District** and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA: Ceres Unified School District

BY:  Date: 07/15/2025

Printed Name: Chris Hagle Title/Position: Chief Technology Officer

SCHOOL DISTRICT NAME: Ceres Unified School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Chris Hagle

Title: Chief Technology Officer

Address: 2503 Lawrence Street Ceres CA 95307

Telephone Number: 2095561500

Email: chagle@ceres.k12.ca.us

EXHIBIT "H" – Additional Terms or Modifications

Version Heartland Payment Systems, LLC dba Heartland School Solutions

LEA and Provider agree to the following additional terms and modifications:

ARTICLE IV: DUTIES OF PROVIDER

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data ~~after providing the LEA with reasonable prior notice.~~ in accordance with the data retention policy described in Exhibit A*. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

Note* Exhibit A language will include the following:
Provider needs to provide the detailed retention policy details, including the timeline.

ARTICLE V: DATA PROVISIONS

2. **Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any legally required audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's ~~facilities~~, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

EXHIBIT "C"

DEFINITIONS

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's educational record ~~or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names~~ persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes ~~Meta-Data~~ Metadata containing "Personally Identifiable Information (PII)". Student Data further includes ~~"p~~P~~ersonally i~~dentifiable i~~nformation (PII),"~~ as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not ~~constitute that information that has been anonymized or~~ include properly d~~e~~i~~dentified~~ Information; or anonymous usage data regarding a student's or LEA's use of Provider's s~~S~~Services.

Envelope ID: 2054714

Exhibit E.pdf

Original SHA256:

546xgVJ0_mhTNjODQpdCcBWmrKVaqgS1ILE6J2pLcCU=

Result SHA256:

K-ckUokMBtzEL3qSphWqKYaMK-MiGscQ2iBsiln1ejo=

Generated at: July 15, 2025 04:56 PM PDT

bwise@ceresk12.ca.us,chigle@ceres.k12.ca.us

Ceres Unified School District

IP: 47.45.44.230

User agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/138.0.0.0

Safari/537.36

Time zone: America/Los_Angeles

*LEA

Ceres Unified School District

SIGNATURE FIELD 1



DATE FIELD 1

07/15/2025

*LEA REP

Chris Higle

*LEA REP TITLE

Chief Technology Officer

*LEA ADDRESS

2503 Lawrence Street Ceres CA 95307

*LEA PHONE NUMBER

2095561500

*LEA EMAIL

chigle@ceres.k12.ca.us

Event Log

July 15, 2025 04:56 PM PDT

Form viewed by Ceres Unified School District

July 15, 2025 04:56 PM PDT

Submission started by Ceres Unified School District

July 15, 2025 04:56 PM PDT

Submission completed by Ceres Unified School District