

Standard Student Data Privacy Agreement for Heartland School Solutions

IL-NDPA v1.0a

Lombard Elementary School District 44 or LEA

and

Heartland Payment Systems, LLC

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: **Lombard Elementary School District 44**, located at 150 W Madison Street, Lombard, IL (the “**Local Education Agency**” or “**LEA**”) and Heartland Payment Systems, LLC, located at 765 Jefferson Rd #400, Rochester, NY 14623 (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), including but not limited to the Illinois School Student Records Act (“**ISSRA**”), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (“**MHDDCA**”), 740 ILCS 110/, Student Online Personal Protection Act (“**SOPPA**”), 105 ILCS 85/, Identity Protection Act (“**IPA**”), 5 ILCS 179/, and Personal Information Protection Act (“**PIPA**”), 815 ILCS 530/, and Local Records Act (“**LRA**”), 50 ILCS 205/, and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in this Agreement.

2. Special Provisions. Check if Required

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA for so long as the Services are being provided to the LEA or as long as Provider has any Student Data.

4. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

5. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

The designated representative for the Provider for this DPA is:

Name: Shelley R. Lorren

Title: Senior Sales Operations Specialist

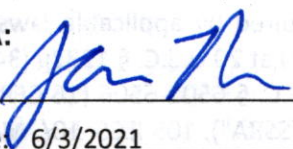
Address: 765 Jefferson Road, Suite 400, Rochester, NY 14623

Phone: (602) 459-9894

Email: shelley.lorren@e-hps.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By:  _____

Date: 6/3/2021

Printed Name: Jeremy Loch

Title/Position: SVP & General Manager, School Solutions

Provider:

By: Shelley R. Lorren

Date: 6/3/21

Printed Name: Shelley R. Lorren

Title/Position: Senior Sales Operations Specialist