

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Oak Lawn-Hometown School District 123

and

Provider

Square Panda Inc.

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:

[Oak Lawn-Hometown School District], located at [4201 W. 93rd St Oak Lawn, IL] (the “Local Education Agency” or “LEA”) and

[Square Panda Inc.], located at [935 Benecia Avenue Sunnyvale, CA] (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), applicable state privacy laws and regulations 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 the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **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: Joseph Macchia Title: Assistant Superintendent

Address: 4201 W. 93rd St Oak Lawn, IL 60453

Phone: 708-423-0150 Email: legal@d123.org

The designated representative for the Provider for this DPA is:

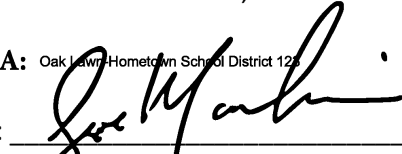
Name: Melissa Johnson Title: VP of Education Sales

Address: 935 Benecia Ave, Sunnyvale, CA

Phone: 972.955.0872 Email: melissa@squarepanda.com

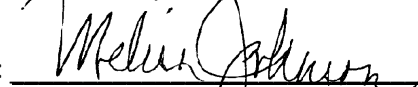
IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Oak Lawn-Hometown School District 123

By:  Date: 12/14/2021

Printed Name: Joseph Macchia Title/Position: Assistant Superintendent

Provider: Square Panda Inc.

By:  Date: 12/10/2021

Printed Name: Melissa Johnson Title/Position: VP of Education Sales

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall **obtain the LEA's written approval of the manner in which de-identified data is presented.**

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. 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".

7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

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 Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any 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.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES



Learning Squared, Inc. is an international EdTech company focused on early literacy. Its flagship product, the **Square Panda Literacy System**, combines adaptive phonics with multisensory play to unlock learning.



Our Purpose

Square Panda's purpose is to set all children on a successful educational trajectory by empowering early learners with foundational literacy and language skills. We focus explicitly on children ages 2-8 when 85% of their neurological circuitry is formed for the skillset. Instructional games are fun and engaging, and accelerate students toward independent reading success. [International Literacy Association Brief and SquarePanda](#)

The Problem We Solve

Reading is the gateway skill for success in all other subject areas of learning. COVID-19's disruptions have created grade-level cohorts of students with gaps in prerequisite foundational literacy skills that impede their ability to proficiently interact with on-grade level content, further widening pre-existing achievement gaps. Education leaders must now determine the best approaches to reduce early literacy gaps, increase student growth and progress, and improve teacher effectiveness. The Square Panda Literacy System develops automaticity with decoding, makes the orthographic mapping process more efficient, and accelerates student growth and progress toward independent reading success. [ESSER and Federal Funding of Square Panda](#)

The Solution

Every child deserves and needs an individual learning pathway. Square Panda's innovative play-to-learn game platform consists of a scalable, cloud-based, adaptive curriculum that uses multisensory techniques and an AI knowledge engine to provide real-time feedback. Square Panda is proven effective in supporting diverse student populations improving early literacy skills, including English learners, struggling and high achieving students. [Foundations Matter: A Key Role for Foundational Literacy Skills & Evidence-Based Instruction](#)

What Makes Square Panda Unique:

- ★ **Science of Reading:** Through a sequence of interactive learning games and decodable digital and print books, the Square Panda Literacy System assists in the development of phonological/phonemic awareness and phonics skills. Direct, explicit, systematic phonics instruction in a multisensory, multimodal way are extremely effective. Students can apply their new skills to use by reading engaging stories that correspond with their developing proficiencies. [Square Panda Literacy System Scope and Sequence](#)
- ★ **Multimodal Engagement:** Screen time alone is not healthy for early learners, and they lose attention through only one means of engagement; Square Panda uses manipulatives (physical), digital, visual, and audio to provide a balanced, engaging learning environment. Instructional games are fun and engaging, and they operate in the service of accelerating students toward independent reading success.
- ★ **Real Time Assessment:** Square Panda's platform has data gathering which provides invisible assessment; hence no tests are required. This invisible real time assessment can adjust the curriculum providing the opportunity for each individual student to work at their own pace each day in our adaptive learning environment.
- ★ **Home to School Connection:** Students have always learned best when their teachers and parents are actively involved. Because learning can take place in a classroom, at home, or in a hybrid setting, Square Panda allows teachers and parents to keep track of their students' development. Teachers can view completed activities both in the classroom and at home. Teachers gain rich insights into student performance through Square Panda's progress monitoring and data collection tools, which aid in regular and substantive interactions between students and their classroom instructors.
- ★ **Professional Development:** We offer multiple resources to help teachers become experts in early literacy. Our Teacher Portal contains contextual support of real-time student data and our highly experienced Client Success team is on hand to answer specific questions and be a literacy thought partner.
- ★ **Research and Efficacy:** Square Panda is dedicated to evidence-based trials that inform our curriculum team and allow us to continually optimize our platform. We have established a strategic partnership with our neighboring Mountain View Whisman School District where we recently showed gains in a single trimester as high as 23%. We have successfully run pilots where we have shown an average of 35% greater vocabulary growth over traditional teaching methodologies. [Square Panda Efficacy](#)



**square
panda™**

Literacy System
PreK - 1st Grade

SCOPE & SEQUENCE OVERVIEW



www.squarepanda.com

Square Panda Literacy System: Overview by grade level



Skill Areas

	PreK	Kindergarten	First Grade
Print Concepts	Letter names Letter recognition	Letter names Letter recognition Print directionality (words & sentences) Sentence conventions Book conventions	
Phonological Awareness	Rhyming Blending	Rhyming Blending Initial sound segmentation Final sound segmentation	
Phonics & Word Recognition	Alphabetic knowledge Consonants Short vowels	Alphabetic knowledge Consonants Short vowels Onset rimes CVC words CVC word families Sight words (Set 1) Words in connected text	CVC words Consonant digraphs (initial, final) Consonant blends (initial, final) Long vowels (final-e) Sight words (Set 2) Words in connected text
Spelling & Written Conventions	Tracing letters	Tracing letters (upper/lower) Word building and manipulation Spelling	Word building and manipulation Spelling
Vocabulary	Picture support	Picture support Receptive vocabulary	Picture support Receptive vocabulary
Comprehension		Comprehension support Story sequencing	Comprehension support Story sequencing
Fluency		Modelled fluent reading	Modelled fluent reading

Which literacy skills does the Square Panda app cover?

Core Skill	Subskill	Games & Books		
Print Concepts	Letter Recognition (Uppercase)	Lagoon (E) Letter Tree Song (E) Letter Boogie (E)	Letter Pop (E) Letter Tracing (E) Hide and Seek (A)	
	Letter Recognition (Lowercase)	Letter Tree Song (E) Letter Boogie (E)	Letter Pop (E) Letter Tracing (E)	
	Letter Names (Uppercase)	Letter Tree Song (E)		
	Letter Names (Lowercase)	Letter Tree Song (E)		
	Uppercase/Lowercase Matching	Letter Pop (E)	Letter Boogie (E)	
	Print Directionality (Left to Right)	Lagoon (E) Word Train (E) Letter Blender (E)	Lagoon Word Mode (P) SquareTales Books (Sets 1+) (E)	
Phonological Awareness	Rhyme Recognition	Rhyme Time (A)		
	Initial Sound Segmentation	Sound Matcher (A)		
	Final Sound Segmentation	Sound Seed Sorter (A)		
	Blending	Sound Blender (E)		
Phonics & Word Recognition	Consonants (Uppercase)	Letter Pop (E) Letter Boogie (E) Hide and Seek (A)	Word Train (E,P) Letter Blender (E) First Letter Dunk (P)	Last Letter Dunk (P) Lagoon Word Mode (P)
	Consonants (Lowercase)	Letter Pop (E)	Letter Boogie (E)	
	Short Vowels (Uppercase)	Letter Pop (E) Letter Boogie (E) Hide and Seek (A)	Word Train (E,P) Letter Blender (E) Middle Letter Dunk (P)	Lagoon Word Mode (P)
	Short Vowels (Lowercase)	Letter Pop (E)	Letter Boogie (E)	
	Onset Rime	Word Train (E)		
	CVC Words	Letter Blender (E) Read & Dunk (A)	SquareTales SwipePhonics Blending Practice (Sets 1+) (E) SquareTales Books (Sets 1+) (E)	
	CVC Final Double Consonants	SquareTales Books (Sets 9+) (E)		
	CVC Initial Consonant Digraphs	SquareTales Books (Sets 10+) (E)		
	CVC Final Consonant Digraphs	SquareTales Books (Sets 11+) (E)		
	CVCe (Silent -e)	SquareTales Books (Sets 12+) (E)		
	CCVC (Initial Blends)	SquareTales Books (Sets 13+) (E)		
	CVCC (Final Blends)	SquareTales Books (Sets 16+) (E)		
	Word Recognition (Sight Words)	SquareTales Books (Sets 1+) (E) SquareTales Sight Word Finder (Sets 1-4) (A) SquareTales Match & Feed (Sets 5+) (A)		
Spelling & Written Conventions	Letter Tracing (Uppercase/Lowercase)	Letter Tracing (E, P)		
	Manipulating Letters in Words/Word Building	Letter Zapper 1 (E, P) Letter Zapper 2 (P) Letter Zapper 3 (P) First Letter Dunk (P) Last Letter Dunk (P) Middle Letter Dunk (P)		
	Guided Spelling	Lagoon Word Mode (A)		
	Independent Spelling	Lagoon (E, P)		
Vocabulary	Receptive	SquareTales Books (Sets 1+) (E) SquareTales Word Match (Sets 1+) (A)		
Reading Comprehension	Story Sequencing	SquareTales Books (Sets 1+) (E) SquareTales Story Order (Sets 1+) (A)		
Fluency*	Accuracy*	SquareTales Books (Sets 1+) (E)		
	Prosody*	SquareTales Books (Sets 1+) (E)		
	Rate*	SquareTales Books (Sets 1+) (E)		

A = Assessment

E = Exposure

P = Practice

How it works: A tale of two learners



Adrianna

Player 1 - Beginner student: This graphic shows a student with little or no knowledge of letter-sound correspondences and her progression through the Square Panda Literacy System.

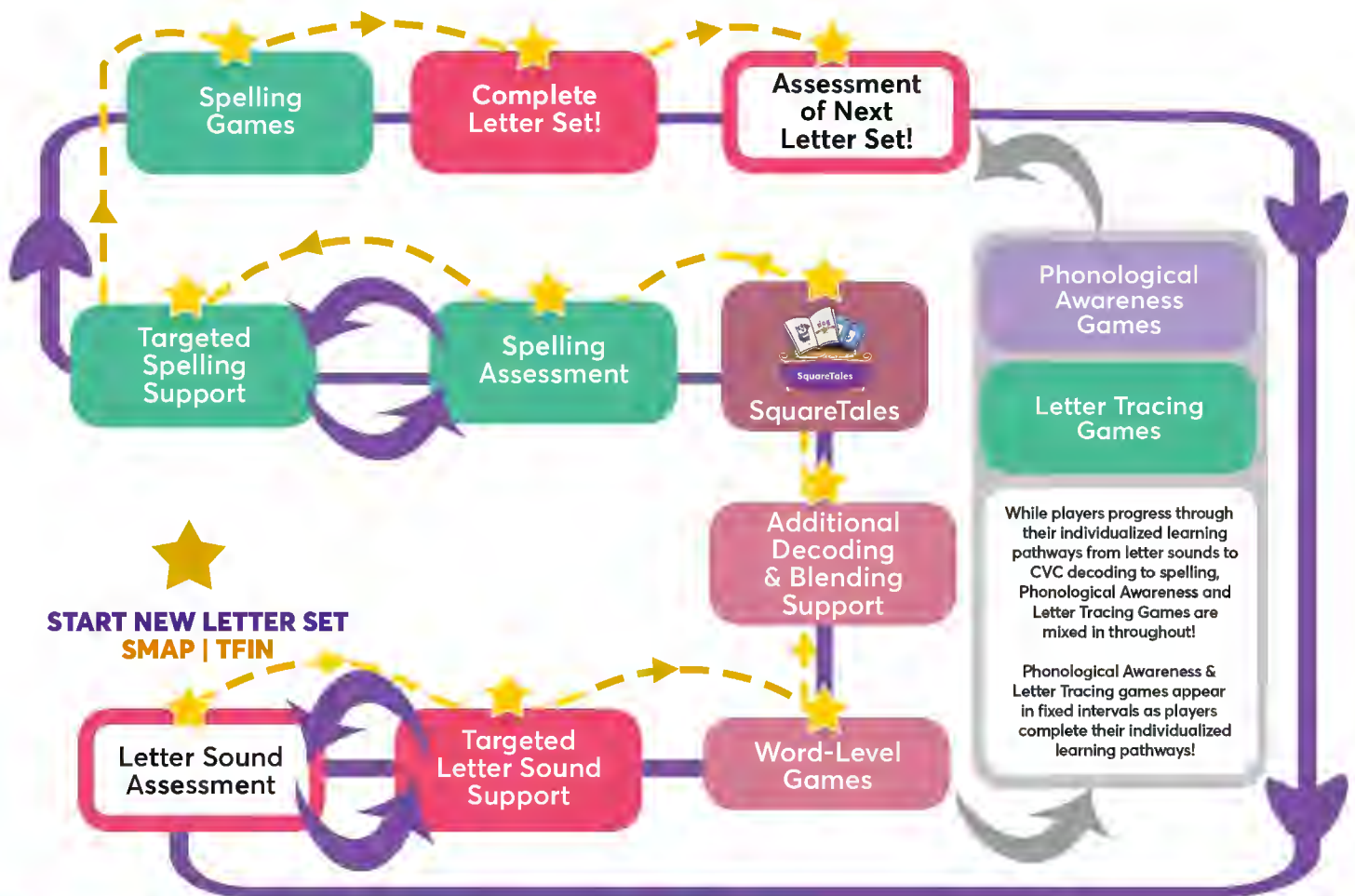
- An initial letter-sound assessment determines the student's need for targeted letter-sound correspondence and the star path guides the student to appropriate games.
- After receiving additional decoding support, the star path guides the student to sets of decodable readers where she can support her phonics development by applying her phonics knowledge and practice blending words & reading connected text.
- Lastly, the system then determines the need for additional spelling support. She then completes the current letter set and moves on to the next set of letters.

Square Panda Letter Set Sequence

SMAP | TFIN
DROG
LHEC
BKUW
VJYZ
QX

Corresponding SquareTales Books

SquareTales Set 1
SquareTales Sets 2-3
SquareTales Set 4
SquareTales Set 5
SquareTales Set 6
SquareTales Sets 7-8



How it works: A tale of two learners



Julian

Player 2 - Advanced student: This graphic shows a student with advanced knowledge of letter-sound correspondences and his progression through the Square Panda Literacy System.

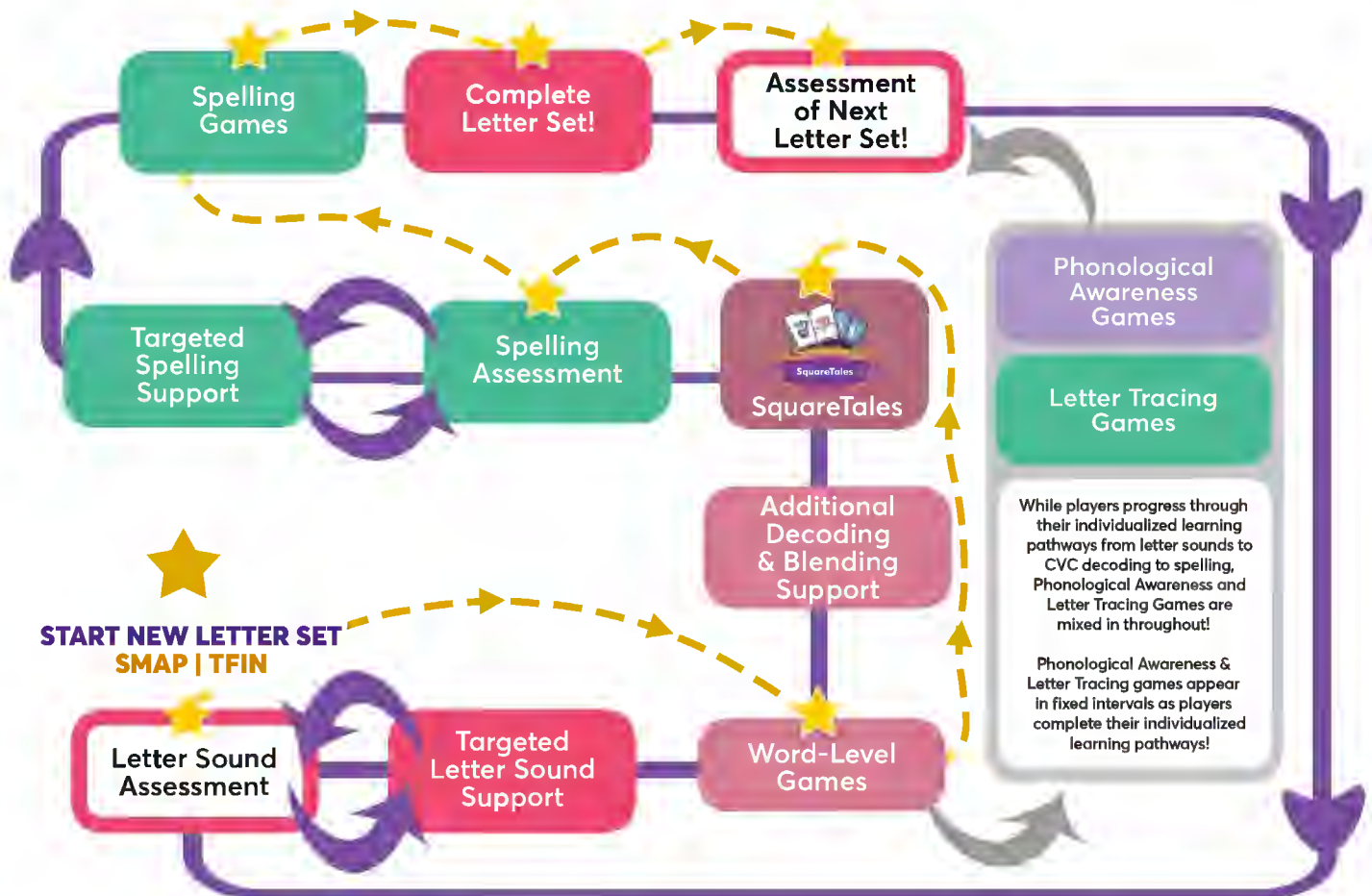
- The journey starts with an initial letter-sound assessment for the first letter set. The system adapts to student knowledge and guides them to appropriate games with an engaging star path.
- The student can then apply phonics knowledge supported by the star path within sets of decodable readers.
- After the star path takes the student to the appropriate spelling games, he completes the current letter set (e.g., SMAP, TFIN) and moves on to the next letter set (e.g., DROG).

Square Panda Letter Set Sequence

SMAP | TFIN
DROG
LHEC
BKUW
VJYZ
QX

Corresponding SquareTales Books

SquareTales Set 1
SquareTales Sets 2-3
SquareTales Set 4
SquareTales Set 5
SquareTales Set 6
SquareTales Sets 7-8





Questions regarding the Square Panda Literacy System?

Please contact the Square Panda Education Client Success Team at education-support@squarepanda.com with any questions.



squarepanda.com



facebook.com/playsquarepanda



[@squarepanda](https://instagram.com/squarepanda)



[@squarepandaedu](https://twitter.com/squarepandaedu)





SquareTales Scope & Sequence

SquareTales Digital and Print Books

Series 1: My First Stories!

Set	Book #	Title	Set Letter Restrictions Across All Set Titles	Word Families	Sight Words	
1	1	Pan Naps	SMAP	ap	in, is, on	
	2	Pan and the Mat	TFIN	at	is, on, the	
	3	Pan Sips		ip	the, they, to	
	4	Pan and the Fin		in	can, is, on, the	
	5	Sit and Sip. Review #1		Review	on, the, they, to	
2	1	Pan and Dad	SMAP	ad	a, and, is, no	
	2	Pan and Dan Ran!	TFIN	an	and, go, look, to	
	3	Pan Can Sit!	DROG	it	can, it, no, will	
	4	Pan and the Fig		ig	a, and, for, the	
	5	Pan, Dad, and Dan: Review #2		Review	a, and, can, is, on	
3	1	Pan and the Rod	SMAP	od	a, and, is, no, on, the, this	
	2	Pan Pops	TFIN	op	and, can, the, they	
	3	Pan in the Fog	DROG	og	and, in, is, look, the	
	4	Pan Plays Tag		ag	get, play, the, with	
	5	Pan and Og Play: Review #3		Review	and, at, in, is, look, no, play, the	
4	1	Pan and Cam	SMAP	am	a, and, at, is, on, the	
	2	Pan, Cam, and the Hen	TFIN	en	and, are, in, is, the, there, where	
	3	Pan, Cam, and the Pet	DROG	et	a, and, for, go, the, their, want	
	4	The Red Hen is Ten	LHEC	ed, en	a, and, for, is, the, they	
	5	The Hen and the Pen: Review #4		Review	and, are, in, the, where	
5	1	Pan, Cam, and the Bug	SMAP	ug	a, and, for, is, the, there, where	
	2	Pan and Cam Hum	TFIN	um	and, has, no, now, the	
	3	The Cub in a Tub	DROG	ub	a, and, is, play, the	
	4	The Hot Pot	LHEC	ot	a, and, do, is, look, the	
	5	Dot, Dot, Dot: Review #5	BKUW	Review	a, and, is, look, the	
6	1	Run in the Sun	SMAP	VJYZ	un	and, have, the, they
	2	Look, the Web!	TFIN	eb, et	a, and, go, is, look, the, to	
	3	Get the Cob!	DROG	ob, og	a, and, good, is, to, the	
	4	Jim and the Wig	LHEC	im, ig	a, and, for, is, the, them	
	5	Jim and the Web: Review #6	BKUW	Review	and, good, have, is, look, the, they	
7	1	Get the Hat!	SMAP	VJYZ	ap, at, ad, an, ag, am	a, and, for, has, is, no, the
	2	Sit, Sip, and Jig	TFIN	Q, X	ip, in, it, ig, im	a, and, do, for, is, the, they
	3	Og Can Hop!	DROG		od, op, og, ot, ob	and, good, look, play, the, they
	4	Get to the Vet	LHEC		en, et, ed	and, are, no, the, they, to
	5	The Cub Dug	BKUW		ug, um, ub, un	a, and, have, look, the, they
8	1	Fox in a Box	SMAP	VJYZ	ox, ix, et, an, op	a, and, is, the, where
	2	Look at Cam!	TFIN	Q, X	ag, un, an, ed, ot, en	a, and, are, is, play, the, there, they
	3	Pan and the Bag	DROG		ig, ag, op, ip, an, ad, in, ix, ob	a, and, good, has, look, of, the
	4	Tap, Jog, Hop	LHEC		ub, an, ap, og, op, it, et, am, um	and, look, the, they
	5	Get the Log!	BKUW		ed, en, an, et, un, ad, im, og, it, um, ot, ig	a, and, is, look, the, they



SquareTales Scope & Sequence

SquareTales Digital and Print Books

Series 2: My Fun Phonics Stories!

Set	Book #	Title	Instructional Focus	Phonics Patterns	Sight Words
9	1	Buzz in the Fuzz	Final Double Consonants	-zz	a, and, away, has, help, is, play, see, the, they
	2	Bell on the Hill		-ll	a, and, down, for, help, is, look, of, ring, the, there, to
	3	Tug on the Cuff		-ff	and, are, here, look, said, the, they
	4	Fix the Mess		-ss	a, and, has, is, no, the, to, where
	5	Puff, Toss, and Play		Review	a, and, has, is, look, now, play, the, them, they, to, want, with
10	1	Hit the Dot!	Initial Consonant Digraphs	th-	a, and, are, be, is, me, more, no, said, the, to, was, with
	2	Get a Shell		sh-	a, and, find, for, from, good, help, her, is, look, the, them, they, this, to
	3	Chill the Pot		ch-	and, has, help, is, now, play, the, them, they, this, to, too
	4	Get Set, Go!		wh-	and, by, for, go, now, said, them, to
	5	Fun on the Ship		Review	and, are, find, for, from, have, is, look, no, now, play, see, the, they
11	1	The Moths on the Path	Final Consonant Digraphs	-th	a, and, find, for, I, is, now, play, said, see, the, they, to
	2	Help the Fish!		-sh	a, all, and, down, help, is, look, now, off, out, play, see, the, they, to, with
	3	Pack the Sack		-ck	a, and, be, go, has, his, more, must, no, out, put, to, the, they
	4	Play and Sing		-ng	a, all, and, do, his, no, off, play, put, the, they, to, with
	5	Pan and Mom Fish		Review	a, be, I, is, no, said, the, they, to
12	1	The Tale in the Cave	Long Vowels (Final-e)	a e	a, and, are, find, I, is, look, no, of, said, see, the, they, to
	2	Pan and Cam Pick Limes		i e	a, and, do, for, go, I, is, more, put, said, the, they, to
	3	A Note from Pan and Cam		o e	a, and, from, go, he, his, I, is, play, put, said, saw, see, the, to
	4	Pan and Cam on the Dune		u e	a, and, by, down, go, her, is, off, play, said, the, they, to
	5	Fly the Kite!		Review	a, and, down, go, is, no, of, the, their, they, to
13	1	A Scope for Pan	Initial S-Blends	sc-/sk-	a, and, has, he, her, his, I, new, no, said, see, the, they, to
	2	Spin with Jake the Snake		sn-/sp-	a, and, I, help, is, jump, need, said, the, to, you
	3	Swing and Swim		st-/sw-	and, her, I, into, is, look, of, said, the, to, want
	4	Can the Slug Slide?		sl-/sm-	a, and, down, for, I, of, put, said, see, the, they, to, we, you
	5	Spot the Smoke		Review	a, and, find, for, has, have, he, his, I, said, the, they, to
14	1	Find the Chick	Initial L-Blends	fl-	a, and, find, is, my, open, said, see, the, they
	2	Red Blob, Blue Blob		bl-	a, and, color, find, for, has, is, new, now, of, said, see, she, the, to, too, you
	3	Make a Plane!		pl-	a, and, down, fly, from, is, more, now, of, out, said, the, they, to, we
	4	The Glass Globe		gl-	a, and, down, he, her, is, new, of, put, see, the, to, use
	5	Flip the Cake		Review	a, and, are, have, help, no, of, out, put, said, the, they, to
15	1	Be Brave, Cam!	Initial R-Blends	br-	and, be, do, for, help, I, is, must, now, said, the, to, want, you
	2	Trim the Cloth		tr-	a, and, do, has, he, I, is, look, need, now, of, said, she, the, to, too, we
	3	A Drum for Jim		dr-	a, and, find, for, give, his, is, new, put, said, the, their, they, to, you
	4	Crack the Box!		cr-	a, and, down, for, help, no, of, open, the, they
	5	The Crate in the Truck		Review	a, and, is, new, off, said, the, their, they, to, we
16	1	Make a Mask	Final Consonant Blends	-sk	a, and, for, he, help, his, I, is, look, need, new, now, of, out, said, the, they, to, two
	2	Check the Nest		-st	a, and, find, for, is, look, of, out, put, said, the, they, to, we
	3	A Gift for the Hen		-ft	a, and, do, help, I, into, is, out, said, the, they
	4	Camp by the Lake		-mp	a, and, by, for, I, is, my, play, said, the, they, to, what
	5	Pan and Cam Make a List		Review	a, all, and, are, do, down, here, go, is, me, of, said, the, their, they, to, too, we



**square
panda**

Literacy System
PreK - 1st Grade

Square Panda App

Learning Areas & Game Descriptions



Sing familiar nursery rhymes, increase phonological sensitivity, and learn to develop an ear for the English language with rhyming words, alliteration, letters of the alphabet, and more!



Explore rhyming, initial and ending sounds of spoken words, blending, and more.



Learn the relationship between individual letters and their corresponding sounds.



Practice blending and reading words at the CVC level.



Learn how to write uppercase and lowercase letters, spell CVC words, and manipulate each letter to create new CVC words.



Explore letter-sound correspondences and spell any word up to 8 letters long. Develop vocabulary with pictorial support for over 4000 words.



Carefully crafted text in each SquareTales story enables emergent readers to take the letters and sounds they have learned and start connecting words and sentences together.



Free play! Meet some of the cute, quirky animals of the island, see how the letter tree is growing, plant beautiful trees, and more.



Assessment

NEW New Game



EDU Exclusive

To learn more about Square Panda, visit school.squarepanda.com



SquareSongs Area

Ready to sing along? Sing familiar nursery rhymes, increase phonological awareness, and learn to develop an ear for the English language with rhyming words, the alphabet, and more!

NEW SquareSongs ★

Sing along to familiar nursery rhymes as Square Panda and Cameo host an interactive dance party! Children tap on instruments and other items to create their own unique experience, while learning to recognize rhyming words, the alphabet, and more!



Phonological Awareness Area

Go coconuts for learning sounds! Explore rhyming, initial and ending sounds of spoken words, blending, and more.

Rhyme Time

It's time to rhyme! Helps children tell the difference between words with similar ending sounds. Match rhyming words using pictures and spoken words.

Sound Matcher

Can you match the beginning sound? Practice identifying the initial sounds of spoken words. Hear the target letter sound and select the picture that matches.

Sound Seed Sorter

Hear the sounds and sort the seeds! Develops the ability to distinguish ending sounds of words. Sort between "sound seeds," representing common word endings (rimes) that share the same vowel sound. For example, /ag/ vs /ap/.

NEW Sound Blender ★

Go coconuts for sound blending! Introduces oral blending, which helps children understand how sounds can be blended to form words. Tap on the coconuts to hear the individual sounds or swipe to hear the sounds blended together into a word.



Phonics Area

Pop bubbles, do a fun dance, and play hide-and-peek in an assortment of mini-games to learn letters and their sounds.

Hide & Seek

Square Panda and friends love playing hide-and-peek! Assesses letter-sound knowledge for a set of four target uppercase letters at a time. Results from this assessment inform a child's path through appropriately leveled learning games.

Letter Tree Song

Let's sing a song about letters. Learn to recognize, name, and write the uppercase and lowercase forms of a target letter through an interactive song.

Letter Boogie

Dancing is fun when you can pop and play! Boogie along to a song that introduces a target letter and its sound. Pop the bubbles at the end to hear words that begin with that target letter.

Letter Pop

Pop, pop, pop your way to learning letters and sounds. Reinforces letter-sound knowledge for the uppercase and lowercase forms of a target letter in a playful, bubble popping game.

First Letter Dunk

DUNK! Identify the missing beginning consonant to complete a CVC word. Choosing the correct letter moves Cameo or Square Panda closer to making a splash in the dunk tank. Game difficulty dynamically changes in response to a child's performance.

Last Letter Dunk

SPLASH! Identify the missing ending consonant to complete a CVC word. Choosing the correct letter moves Cameo or Square Panda closer to making a splash in the dunk tank. Game difficulty dynamically changes in response to a child's performance.

Middle Letter Dunk

DUNK! SPLASH! Identify the missing middle vowel to complete a CVC word. Choosing the correct letter moves Cameo or Square Panda closer to making a splash in the dunk tank. Game difficulty dynamically changes in response to a child's performance.



Word Reading Area

Ready to hop on the word train? Practice blending and reading words at the CVC level with a fun set of mini-games.

Word Train **Requires Playset*

Choo choo! All aboard the word train! Practice reading simple words by first building the word ending, or rime, (for example, "IT" in SIT) and then adding an onset letter to construct a CVC word (for example, "S" in SIT). Children are then guided to substitute the onset letter to create a new word in the same word family (for example, "P" in PIT).

NEW Letter Blender ★

Let's blend! Practice reading words by blending together letter sounds. Tap on the letters to hear the individual sounds or swipe to hear the sounds blended together to form CVC words (for example, CAT)! Experience the words in context with mini stories featuring Square Panda and Cameo.

NEW Read and Dunk ★📝

Ready to read? SPLASH! Practice CVC decoding by matching a spoken word (with picture) with its corresponding printed word. Choosing the correct word helps a child get closer to dunking Cameo or Square Panda and making a splash! Game difficulty dynamically changes in response to a child's performance. Results from this assessment inform a child's path through appropriately leveled learning games.



Spelling & Writing Area

Zip! Zap! Learn how to trace uppercase and lowercase letters, complete spelling challenges, and manipulate letters to create new CVC words!

Letter Tracing ★

Let's learn to trace letters together. Teaches how to write uppercase and lowercase letters with proper directionality and stroke sequence. Dynamic leveling ensures each child traces at the appropriate level.

Letter Zapper 1 **Requires Playset*

Zap! Introduces the power of word building. A modeled sequence shows children how changing either the ending or middle sound in a CVC word (for example, HAT) creates a whole new word!

Letter Zapper 2 *Requires Playset

Zap! Zap! Guides children in substituting letters to create new words. With the support of visual cues, children are prompted to change the beginning, middle, or ending letter to create a series of new CVC words.

Letter Zapper 3 *Requires Playset

Zap! Zap! Zap! Helps children learn how to independently manipulate CVC words. Provided with a starting word, children determine which letter sound, in the beginning, middle, or ending position, needs to change to create each new word.

Lagoon Word Mode *Requires Playset

Let's go to the Lagoon! Provides a leveled spelling challenge with Square Panda and Cameo back at the Lagoon. Pictures and spoken prompts support children in spelling CVC words. Results from this assessment inform a child's path through appropriately leveled learning games.



Lagoon Area

Let's go to the Lagoon! Explore letter-sound correspondences and spell any word up to 8 letters long! Supports vocabulary development by unveiling pictures for many common words.

Lagoon *Requires Playset

Ready for an adventure? Children explore spelling words of their own choice with Square Panda and Cameo! Also supports vocabulary development by unveiling pictures for many common words. (The classroom subscription includes Spanish language translations of 5000 words.)



SquareTales Area

The carefully crafted text in each SquareTales story enables emergent readers to take the letters and sounds they have learned and start connecting words and sentences together. With 40+ ebooks and supporting activities, these stories help children learn how to read so they can say, "I read a book all by myself!"

SquareTales My First Stories (Sets 1-8)

SquareTales stories bridge the gap between sounding out individual letters and blending them into words with patent-pending SwipePhonics™ technology. Carefully crafted text in each story enables emergent readers to focus on common phonics patterns and begin connecting words and sentences to read fun stories featuring Pan and Cam. In My First Stories, children are introduced to high-frequency sight words, common CVC word families, and CVC words. Includes a short vowel review.



Assessment

NEW

New Game



EDU Exclusive

To learn more about Square Panda, visit school.squarepanda.com

NEW SquareTales My Fun Phonics Stories (Sets 9-16)

SquareTales continues the reading journey by introducing more advanced phonics patterns and longer, more complex stories. Stories feature dialogue, new characters, and additional sight words. Phonics patterns featured: final double consonants, initial and final double consonant digraphs, long vowel final-e patterns, initial and final consonant blends.

SquareTales Blending Practice Introductions (Sets 1-8)

Practice blending a selection of key words from the story. Using patent-pending SwipePhonics™ technology, children can tap on the letters to hear the individual sounds or swipe to hear the sounds blended together to form CVC words. **Some picture vocabulary support for select words.*

SquareTales Sight Word Finder (Sets 1-4)

Can you find the sight word? Provides practice recognizing important sight words in this story-themed activity.

SquareTales Match & Feed (Sets 5+)

Feed Cam by pairing and selecting sight words! To start, pair sight words in a visual memory match game. Then, listen to a spoken sight word and select the matching printed word to feed Cam.

NEW SquareTales Phonics Introductions (Sets 9+)

Join Pan and Cam as they introduce key phonics concepts and focus words for each book. Playful animations illustrate how letters can come together to form phonics patterns and reinforce vocabulary development.

SquareTales Word Match

Match the picture to the word! Checks understanding of story vocabulary from the corresponding SquareTales book.

SquareTales Story Sequencing

It's storytime! Arrange three key scenes from the SquareTales book in the correct order to check story comprehension.



Home Area

We're on an island adventure! Meet some of the cute, quirky animals of the island, see how the letter tree is growing, plant beautiful trees, and more here!

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>Demographics and Special Indicator categories of data listed above are optional. The only required student data is students' first and last name.</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made **a reasonable determination that a student's identity is not personally identifiable**, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, **records encompassing all the material kept in the student's cumulative folder**, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA **shall be considered an "operator" for the purposes of this section.**

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, **the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.**

Student Generated Content: **The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.**

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or **students'** parents/guardians, 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, or any other information or identification number that would provide** information about a specific student. Student Data includes Meta Data. Student Data **further includes** “Personally Identifiable Information (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 De-Identified, or **anonymous usage data regarding a student’s use of Provider’s services.**

Subprocessor: For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider’s General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term “Third Party” means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

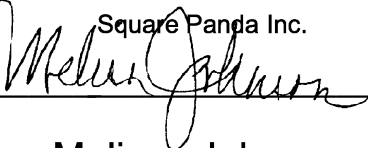
Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Oak Lawn-Hometown School District 123 ("Originating LEA") which is dated _____, 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: melissa@squarepanda.com.

PROVIDER: Square Panda Inc.
BY:  Date: 12/10/2021
Printed Name: Melissa Johnson Title/Position: VP of Education Sales

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 Oak Lawn-Hometown School District 123 and Square Panda Inc.

****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

**EXHIBIT “F”
DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks
2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between **Oak Lawn-Hometown School District 123**

(the "Local Education Agency" or "LEA") and Square Panda Inc. (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, 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/.**

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C**, Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under **Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.**

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. **Corrections to Factual Inaccuracies.** In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. **Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. **Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

- d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. Transfer or Deletion of Student Data. The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. Public Posting of DPA. Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. Subcontractors. By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. DPA Term.

- a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."
- b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: “**In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate.**”
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider’s products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider’s programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

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

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

None