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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, FEBRUARY 9, 2026
7:00 P.M.
JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET

AGENDA ADDENDUM

VIII. Administrative Items

A. Personnel Consent Items

1. Employments

c) Supplemental Contracts

(5) Caitlin Krauss, Director, WHS play (5% of 14% contract)
(6) Alex Mangano, Director, WHS play (5% of 14% contract)
(7) Lindsay Patterson, Director, WHS play (3% + longevity of 14% contract)
(8) Brianne Pernod, Director, WHS play (1% + longevity of 14% contract)
(9) Mindy Workman, WHS ESports Asst. Coach (volunteer)

e) Administrators

(1) Mike Burkhart, eff. 2/16/2026

B. Action Consent Items

14. Recommendation to approve the n2y Terms of Use, Privacy, and Confidentiality

15. Recommendation to approve the Student Data Privacy Agreement for Technology Providers between n2y and the Wadsworth City School District Board of Education

XI. Board Member Items

B. Ratification of Resignations

4. Mike Burkhart, Non-teaching Employee, eff. 2/16/2026

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
February 9, 2026

Agenda Addendum Detail Sheet

VIII. Administrative Items

A. Personnel Consent Items

1. Employments

e) Administrators

(1) Mike Burkhart: Mr. Burkhart is being recommended to fill the Supervisor of Facilities and Grounds position that was left open when Mr. Mark Miller resigned.

B. Action Consent Items

14. & 15.: The n2y Terms of Use, Privacy, and Confidentiality and the Student Data Privacy Agreement for Technology Providers between n2y and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to use the n2y product.

n2y.com will soon move to Everway.com. Find out more.

Terms of Use, Privacy, and Confidentiality

Contact Us

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~~MODIFICATIONS~~

~~n2y may revise this Agreement from time to time as a result of changes in applicable law, regulations, product and service offerings or n2y operations. Revisions to this Agreement when possible will be posted on this website approximately 30 days in advance. You will be prompted to review and acknowledge your consent to this Agreement if any revisions have been made before using this.~~

MM 1/21/2026

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CONFIDENTIALITY

This website and its accompanying materials and content contain information and images confidential and proprietary to n2y, including, but not limited to, marketing information, product information, advertising and teacher and student data ("Confidential Information"). Accessing, using, copying, distributing, disseminating and changing Confidential Information is subject to n2y policies, restrictions and procedures regarding confidentiality, including, but not limited to, the policies set forth herein.

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If disclosure of any of the Confidential Information is requested pursuant to any subpoena or as part of any legal proceeding, deposition or cause of action, you will assert the privilege applicable to confidential business and proprietary information and will refuse to respond (to the fullest extent allowed by law). You will promptly advise your employer (or the party providing you with access to this website and its accompanying materials and content) and n2y in writing of any such request for disclosure.

~~Unless otherwise prohibited by law, you agree to indemnify and hold harmless n2y from and against all liabilities, injuries, damages, losses, costs (including, but not limited to, court costs and attorneys' fees), fines, penalties and expenses directly or indirectly resulting from the input of unsolicited Confidential Information saved in free-form text entry fields by yourself or any other person authorized to enter information on your behalf.~~ 1/21/2026

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Authorized Users include (but are not limited to) service providers and students with a student login credential. Deactivation of a customer's account will also deactivate any associated authorized users including service provider and student login credentials.

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DATE OF COMMENCEMENT OF SUBSCRIPTION

You have the option to delay commencement of your subscription to a date no later than 90 days from the date of said agreement. If a delayed commencement of subscription date is not elected and actually selected and identified on the date of your underlying agreement with n2y, your subscription shall be effective immediately.

SUBSCRIPTION EXPIRATION, RENEWAL AND APPLICABLE GRACE PERIOD

Certain n2y product subscriptions are eligible for autorenewal if purchased in the n2y store for individual use via credit card. If you purchase an eligible product subscription, you will be notified of the autorenewal 30 days prior to the expiration of the same. The payment method on file for each of these subscriptions will be charged for one additional year. If you would like to opt out of autorenewal, you can do so by setting the autorenewal flag to "no" in the n2y store prior to the subscription anniversary date. The remainder of n2y product subscriptions are not eligible for autorenewal and a renewal order will need to be placed by the customer before the subscription expiration to continue service.

Payment of your subscription fee must be made in full at the time of your renewal. If you are unable to pay the renewal fee in full at the time of your renewal, you may contact n2y to request a 30-day grace period (which may be granted or denied in n2y's sole discretion). In the event you fail to pay your renewal fee in full within any agreed-upon grace period, your account shall terminate effective immediately. You will be charged a prorated renewal fee for your subscription access during the grace period in accordance with the terms and conditions of your underlying agreement with n2y if your account is terminated for nonpayment of the renewal fee. You will be invoiced for this prorated renewal fee and payment is due upon receipt.

PLEASE NOTE: THE GRACE PERIOD IS A PART OF YOUR YEAR-LONG SUBSCRIPTION AND NOT AN EXTENSION OF SUCH SUBSCRIPTION.

PRIVACY AND SECURITY

Generally, n2y employs commercially reasonable security measures that comply, in n2y's reasonable discretion and interpretation, with all applicable Federal and state laws and regulations regarding data privacy and security, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act of 1998 ("COPPA"). These measures include appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration and use. n2y will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Except as expressly provided in this Agreement, neither n2y nor its successors or assigns shall have any liability for the breach of its privacy and security measures or the integrity of its hosting services, unless caused by the willful misconduct of n2y. n2y expressly disclaims any warranty that data exchanges are or will be secure.

Data residing on the n2y server is password protected, and account access is provided only to Authorized Users. However, the safety and security of your data also depends on you. You should not upload or send to n2y sensitive information via email, as this is not secure. You are also responsible for keeping account usernames and passwords confidential. Please notify n2y if you become aware that data has been lost, stolen, or used without permission; n2y may disable access to an account in order to prevent an unauthorized third party from obtaining access to the same.

THIRD PARTIES

n2y will not distribute or otherwise disclose PII to a third party that is not involved with providing the contracted services without the prior written consent of an applicable customer. n2y does not sell PII to third parties. n2y shall ensure that any third party that handles PII agrees to comply with this Agreement.

TRACKING PIXELS AND PRIVACY STATEMENT

We use tracking pixels, such as Google Analytics, LinkedIn and Facebook, on our marketing website solely to enhance our customers' e-commerce experience. These tools help us refine our marketing strategies and improve website content.

However, we do not use tracking pixels on our consumer-facing websites because we prioritize your privacy and the protection of your Personally Identifiable Information (PII).

FERPA AND PII

FERPA protects the privacy interests of students in their education records. It controls the disclosure of a student's PII from education records without the consent of the parent or eligible student. Per Federal regulation, PII includes (but is not limited to) a student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who an educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. Examples of the types of PII, student data and other data that n2y may acquire include: name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, login, and more.

It is n2y's policy to limit access to this website and its materials and content through secured interfaces that require user authentication and to have in place reasonable support measures to protect PII.

Some n2y solutions may offer a feature that permits Authorized Users to share limited content with other members of their subscription group or in certain circumstances with members outside a subscription group if the feature is enabled by the Authorized User. Please be aware that you are responsible to determine the appropriateness of the content, including, but not limited to, any PII, that you decide to share via these features and for obtaining the appropriate consents where required.

COPPA

The Children's Online Privacy Protection Act of 1998 ("COPPA") regulates the online collection, use and/or disclosure of personal information from and about children under the age of 13 on the internet. This notice is meant to inform you, the parents, of n2y's practices regarding its collection, use and/or disclosure of personal information from such children. Please note: If there is ever a material change in our collection, use and/or disclosure practices to which you have previously consented, this notice will be updated accordingly and provided again to you.

n2y may have collected your online contact information from your child, and, if such is the case, your name and/or the name of your child, in order to obtain your consent as required under COPPA. Your consent is required for n2y's collection, use and/or disclosure of your child's personally identifiable information ("PII") and n2y will not collect, use and/or disclose any personal information from your child if you do not provide such consent.

To obtain verifiable parental consent to n2y's collection, use and/or disclosure of your child's personal information, n2y requires you use a credit card, debit card or other online payment system that provides notification of each discrete transaction to you to purchase obtain access to this website and its accompanying materials and content. If

you do not provide consent within a reasonable time from the time you are presented with this notice, n2y will delete your online contact information (if any) from its records.

In the case of a school or other organization's purchase of a subscription to access the materials and content, the law permits it to obtain parental consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent to be given directly to the website operator.

Please note that you always have the right to consent to collection and use of your child's personal information without consent to disclosure of his or her personal information to third parties. Where applicable, n2y solutions are accessed via a separate teacher or student view. Student personal information such as name, student number, picture, level, gender, birthday, parent/guardian name, address, phone, username is entered and established via the teacher view by an adult such as a teacher, subscription administrator, parent or guardian. They are not entered by a child. Further, n2y may collect usage analytics to be presented back to you or your child or to your child's teacher (if applicable) to demonstrate progress and performance or for internal purposes to improve certain n2y products. n2y collects this information through the child's interaction with activities and assessments in the solutions. n2y will not require your child to disclose more information than is reasonably necessary to participate in an activity and will not retain personal information any longer than is necessary to fulfill the purpose for which it was collected and will de-identify or delete the information using reasonable measures to protect against its unauthorized access or use per n2y's retention policies.

You can review your child's personal information, direct us to delete said information and/or refuse to allow any further collection, use and/or disclosure of your child's information at any time. You may revoke your consent at any time by contacting n2y Customer Service at P.O. Box 550 Huron, OH 44839, or at (800) 697-6575. n2y takes seriously its obligation to safeguard the confidentiality, security and integrity of personal information collected from children and takes steps to release children's personal information only to third parties who are capable of maintaining the confidentiality, security and integrity of such information and who provide assurances that they will maintain the information in such a manner. n2y does not sell your child's personal information to third parties or use it for marketing purposes. It is important to n2y that children and their parents understand its policy and practices concerning the collection, disclosure and use of personal information. Please carefully read our Terms of Use, and if you have any questions about n2y's practices, please contact n2y Customer Service at P.O. Box 550, Huron, OH 44839, or at (800) 697-6575.

CALIFORNIA CONSUMER PRIVACY ACT OF 2018 NOTICE ("CCPA")

WHAT IS THE CCPA?

The California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA") is a law enacted in the State of California with an effective date of January 1, 2020. The CCPA generally expands upon the privacy rights available to California citizens and requires certain companies to comply with various data protection requirements. The detailed text of the law are available at: TITLE 1.81.5. California Consumer Privacy Act of 2018 [1798.100 – 1798.199]

The CCPA grants Californian consumers new rights with respect to the collection of their Personal Information (as defined herein) and requires companies to comply with certain obligations, including:

- The consumer's right to receive a copy, in a readily usable format, of the specific Personal Information collected about them during the twelve (12) months prior to their request;
- The consumer's right to know a business's data collection practices, including the categories of personal information it has collected, the source of the information, the business's use of the information, and to whom the business disclosed the information it has collected about the consumer;
- The consumer's right to have such personal information deleted (with exceptions);
- The consumer's right to know the business's data sale practices and to request that their personal information not be sold to third parties;
- A prohibition on businesses on discrimination for exercising a consumer right; and
- An obligation on businesses to notify a consumer of their rights.

WHAT IS PERSONAL INFORMATION?

The CCPA defines "Personal Information" as information that "identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular" California consumer or household. Personal information does not include publicly available information or consumer information that is de-identified or aggregate consumer information.

HOW DOES THE CCPA APPLY TO N2Y CUSTOMERS?

n2y processes data on behalf of its customers who purchase subscriptions to its products. n2y shall collect, access, maintain, use, process and transfer the Personal Information of our customers and our customers' end-users solely for the purpose of performing its obligations under existing contract(s) with our customers; and, for no commercial purpose other than the performance of such obligations and improvement of the services we provide.

n2y does not "sell" our customer's Personal Information as currently defined under the CCPA, meaning that we also do not rent, disclose, release, transfer, make available or otherwise communicate that Personal Information to a third party for monetary or other valuable consideration.

n2y may share aggregated and/or anonymized information regarding use of the service(s) with third parties to help us develop and improve the services and provide our customers with more relevant content and service offerings.

WHAT PERSONAL INFORMATION DOES N2Y COLLECT, FOR WHAT PURPOSE, FROM WHOM, AND DO WE DISCLOSE IT TO SERVICE PROVIDERS?

Personal Information is collected in n2y's system directly by its customers who use the data in the solutions. It is also collected by n2y to provide and develop our products and services. n2y works to maintain the trust and confidence consumers demonstrate when they share their personal information in the solutions. The chart below describes the categories of Personal Information as described in CPPA, the purpose of data collection in n2y's solutions, the source of the Personal Information, and whether n2y discloses the Personal Information for business purposes:

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY	PURPOSE OF COLLECTION	SOU
Identifiers	name or alias, address, IP address, email, account name, and other identifiers such as social security, driver's license, or passport number, id. § 1798.140(o)(1)(A);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	• Customers use of the products and services • Product sales process • Product servicing and support • Marketing • Product development • Corporate Administration/Operations	
Personal information categories listed in the California Customer Records Statute	"any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to," signature, physical characteristics, education, employment or employment history, and financial, medical or health insurance information, as well as the following numbers: telephone, insurance policy, bank account, credit card, and debit card, id. §§ 1798.140(o)(1)(B); 1798.80(e);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	• Customers use of the products and services • Product sales process • Product servicing and support • Marketing • Product development • Corporate Administration/Operations	
Protected classification or characteristics under California or federal law	"[c]haracteristics of protected classifications under California or federal law," id. § 1798.140(o)(1)(C); prohibits your employer from subjecting you to discrimination based on your: Sexual orientation. Gender identity and gender expression. "¦ Sex (including pregnancy, childbirth, and related medical conditions) Jun 22, 2017	Some information in this category is collected (optional) across n2y's products	• Customers use of the products and services • Product development	Cu an
Commercial information	commercial information, such as records of personal property, products or services purchased or considered, and purchasing histories or tendencies, id. § 1798.140(o)(1)(D);	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	• Customers use of the products and services • Product sales process • Product servicing and support • Marketing • Product development • Corporate Administration/Operations	
Biometric information	biometric information, meaning physiological, biological, or behavioral characteristics, including DNA, sufficient to establish identity, such as images of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings capable of producing an identifier template, as well as keystroke and gait patterns or sleep, health, or exercise data that contain identifying information, id. §§ 1798.140(o)(1)(E), 1798.140(b);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.	Not applicable	Nc

CPPA CATEGORIES	CPPA DESCRIPTIONS/EXAMPLES	RELEVANCE TO N2Y TERMS OF USE AND DATA PRIVACY	PURPOSE OF COLLECTION	SOI
Internet or other similar network activity	internet or other network activity such as browsing history or interactions with websites, apps, or ads, id. § 1798.140(o)(1)(f);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	Consumer use of the products or services	
Geolocation data	geolocation data, id. § 1798.140(o)(1)(g);	Some information in this category is collected across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	• Consumer use of the products or services • Product sales process • Product servicing and support • Marketing • Product development • Corporate Administration/Operations	
Sensory data	"[a]udio, electronic, visual, thermal, olfactory, or similar information," id. § 1798.140(o)(1)(h);	Some information in this category is collected (either required or optional) across n2y products.	• Customers use of the products or services • Product servicing and support • Product development	Cu an
Professional or employment-related information	"professional or employment-related information," id. § 1798.140(o)(1)(I);	This category is not relevant to the scope and functionality of n2y's customer facing solutions and support processes covered in the n2y Terms of Use.	Not applicable	Nc
Inferences drawn from other personal information	inferences drawn from any of the above information to create a consumer profile, Cal. Civ. Code § 1798.140(o)(1)(k).	Some information in this category is collected (either required or optional) across n2y's public website, n2y products, the n2y store, and the solutions used to support the products and services	• Customers use of the products or services • Product servicing and support • Product development	Cu an

CCPA PRIVACY POLICY RIGHT TO KNOW ABOUT PERSONAL INFORMATION COLLECTED AND/OR DISCLOSED

REQUEST TO KNOW:

You may request and, subject to certain exemptions, the following will be provided:

- The specific pieces of Personal Information that n2y has about you.
- The categories of Personal Information collected about you in the preceding 12 months.
- The categories of the sources from which the Personal Information is collected.
- The categories of Personal Information that n2y disclosed for a business purpose about you.
- The categories of service providers to whom the Personal Information was disclosed for a business purpose.
- The business or commercial purpose for collecting Personal Information.

REQUEST TO DELETE:

You may request deletion of Personal Information collected from you. Please note that this right does not apply in instances where n2y needs to retain the Personal Information such as (but not limited to) any of the following to:

- Provide goods or services to you;
- Detect or resolve issues regarding security or functionality-related issues;
- Comply with the law;
- Conduct research in the public interest; and
- Safeguard the right to free speech.

REQUEST TO "DO NOT SELL":

n2y does not sell personal information of its users for monetary or other valuable consideration.

SUBMITTING REQUESTS TO KNOW AND REQUESTS TO DELETE

Beginning January 1, 2020, if you are a California resident and would like to submit a CCPA request, you may:

- Contact n2y by phone at (800) 697-6575 or
- Initiate a request by completing an online request form by visiting: n2y CCPA Request Form (via partner OneTrust)

Only you, or a person you authorize to act on your behalf may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. To authorize another person to make a verifiable request on your behalf, you must provide that person with written permission clearly describing their authority to make a request on your behalf. That individual must also be able to verify their identity and provide documentation of their authority to act on your behalf. An individual to whom you have provided a power of attorney pursuant to Sections 4000 – 4465 of the California Probate Code may also make a request on your behalf.

In order to verify your identity, at a minimum, the following information will be collected:

- Name
- Your n2y subscription IDs (if you are the owner of the subscription(s))
- Name of the n2y subscription owner (if you are not the owner of the subscription)
- Date of birth
- Email and email validation confirmation
- Phone number
- Home address

The information you provide will be used to verify your identity and to respond to your CCPA request and for no other purpose. This information is used to verify your identity using reasonable methods in order to process your rights request. These methods may include matching information you provide with information already maintained by n2y or through the use of a third-party identity verification service. If you are not the subscription owner (or designated subscription administrator contact on the customer account), the subscription owner/administrator will be contacted as obligated in existing contracts to perform or authorize the release of the requested information.

We cannot respond to your request or provide you with Personal Information if we are not able to verify your identity or authority to make the request or confirm the Personal Information relates to you.

You are not required to have an account with n2y to make a verifiable request.

n2y will not discriminate against you for exercising your rights under the CCPA. In particular, n2y will not:

- Deny you goods or services;
- Charge you different prices for goods or services, whether through denying benefits or imposing penalties;
- Provide you with a different level or quality of goods or services; or
- Threaten you with any of the above.

CONTACT FOR MORE INFORMATION:

Please contact n2y by phone at (800) 697-6575 to:

- See how a consumer with a disability may access this Notice in an alternative format; or
- For questions or concerns about n2y's privacy policies and practices.

DATA ACCESSIBILITY

n2y supports student and parent access to PII for review and correction. PII is most often created by the classroom teacher or other school administration team members in accordance with the applicable school or district's policies. Typically, corrections can most easily be facilitated by parents and/or students notifying the applicable classroom teacher or school administrator. In almost all cases, schools and school districts have policies that permit these resources to make the desired corrections directly in the system. If your situation is different or you need further assistance, please contact n2y customer support at (800) 697-6575.

CONTENT RETENTION

n2y generally purges and/or de-identifies PII and other Authorized User data ninety (90) days following termination of a subscription. n2y performs daily system backups of production data for purposes of disaster recovery. These backups are encrypted, stored offline and are not directly accessible by Authorized Users. These backups are purged on a rolling twelve (12) month schedule. Upon written request, n2y may (in its sole discretion) consider an alternate content retention policy in certain circumstances. De-identified PII may be used by n2y for educational, product improvement and other similar purposes; n2y will not use PII for marketing.

DATA BREACH OR SECURITY INCIDENT

n2y has internal protocols in place to deal with a breach of PII. n2y will notify an affected subscriber no later than seven (7) business days after n2y becomes aware of any breach of or security incident involving PII. n2y will take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of such breach or security incident and the corrective action n2y has taken or will take to prevent future similar breaches or security incidents.

PRIVACY PLEDGE

As a public commitment for the responsible collection and use of student data, n2y is a signatory to the Student Privacy Pledge 2020 (the "Pledge") of the Future of Privacy Forum and the Software & Information Industry Association (SIIA). n2y believes this Agreement is consistent with the Pledge and will ensure that any current and future subcontractors and business partners operate in a consistent manner by agreeing to comply with this Agreement. The Pledge is available for review at: Student Data Privacy Pledge

CUSTOMER FEEDBACK

n2y welcomes feedback from customers regarding its products and services. Contact us at (800) 697-6575 or follow the Submit a Request link at n2y.com. You agree that any feedback given is entirely voluntary and n2y shall have a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license for its benefit to use, disclose, reproduce, license or otherwise distribute and exploit the feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

TERMINATION

n2y reserves the right, in its sole discretion, to terminate your access to all, or any part, of this website and its accompanying materials ~~and content at any time and without notice for any reason.~~ n2y, in its sole discretion, may also discontinue operating this website and terminate this Agreement at any time and without notice for any reason.

NO WAIVER

The failure of n2y to enforce any terms and conditions of this Agreement or to respond to any breach by you or other parties shall not in any way be deemed a waiver of n2y's right to enforce any terms or conditions of this Agreement.

GOVERNING LAW AND VENUE

By using this website and its accompanying materials and content, you agree that the laws of the State of Ohio without regards to principles of conflict of laws, will govern this Agreement and any dispute that may arise between you and n2y. Further, you expressly agree that exclusive jurisdiction for any dispute resides in the courts of Erie County, Ohio.

SEVERABILITY

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity, inapplicability or unenforceability of any other provision of this agreement.

QUESTIONS?

If you have any questions about this Agreement, you may contact us at (800) 697-6575.

Last Update: November 2022

- Link to Facebook
- Link to Instagram
- Link to Linkedin
- Link to Pinterest
- Link to Youtube

- Terms of Use and Privacy Policy
- Media Kit
- Trust Center
- n2y Sitemap

Privacy Badge

- Try & Buy
- Get a Quote
- Request a Trial
- Schedule a Demo
- Try some Samples
- Buy Now

- Sign In
- Solutions
  - Solutions
  - View All Solutions & Pricing
  - Total SolutionIntegrated solutions to meet the needs of the whole student
  - PolarisCollaborative system for IEP development and implementation
  - PositivityBehavior and classroom management
  - Unique Learning SystemInstruction to meet the needs of ALL learners
  - InspireTeacher-led and independent skill-based intervention
  - ClassicsAccessible world-class novels and plays
  - News2youWeekly current events newspaper for literacy and learning
  - SymbolStix PRIMESymbol-supported communication and learning tool
  - L^3 SkillsEducational games for high-interest skill practice

Everway LLC f/k/a n2y LLC	Customer
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Signature	Signature
Erinn O'Sullivan	
Name	Name
CFO	
Title	Title
2/6/2026	
Date	Date

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Wadsworth City School District
Student Data Privacy Agreement for Technology Providers

As used in sections 3319.325, 3319.326, and 3319.327 of the Revised Code:

(A) "Education records" has the same meaning as in the "Family Educational Rights and Privacy Act of 1974," 20 U.S.C. 1232g, and does not include any of the following:

- (1) Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher;

- (2) In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose;

- (3) Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Sub. S. B. No. 29 135th G.A. 22

(B) "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.

(C) "Information technology center" means an information technology center established under 3301.075 of the Revised Code.

(D) "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for dedicated student use.

(E) "Student" means an individual currently enrolled in a school district in any of grades kindergarten through twelve.

(F) "Technology provider" means a person who contracts with a school district to provide a school-issued device for student use and creates, receives, or maintains education records pursuant or incidental to its contract with the district.

Except as used in division (G) of section 3319.326 of the Revised Code, "technology provider" does not include a county board of developmental disabilities, educational service center, information technology center, assessment provider, curriculum provider, or city, local, exempted village, or joint vocational school district that enters into a service contract with a school district that includes issuing school-issued devices to students.

Sec. 3319.326. A technology provider shall comply with Chapter 1347. of the Revised Code with regard to the collection, use, and protection of data as if it were a school district.

(A) Education records created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a school district are solely the property of the school district.

(B) If education records maintained by the technology provider are subject to a breach of the security of the data, as described in section 1347.12 of the Revised Code, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section.

(C) Unless renewal of the contract is reasonably anticipated, within ninety days of the expiration of the contract, a technology provider shall destroy or return to the appropriate school district all education records created, received, or maintained pursuant or incidental to the contract.

(D) A technology provider shall not sell, share, or disseminate education records, except as provided by this section or as part of a valid delegation or assignment of its contract with a school district.

(E) A technology provider shall not use education records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent. A commercial purpose does not include providing the specific services contracted for by a school district. Nothing in this division prohibits the technology provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation.

(F) A contract between a technology provider and a school district shall ensure appropriate security safeguards for education records and include both of the following:

- (1) A restriction on unauthorized access by the technology provider's employees or contractors; Sub. S. B. No. 29 135th G.A. 23

- (2) A requirement that the technology provider's employees or contractors may be authorized to access education records only as necessary to fulfill the official duties of the employee or contractor.

For the Technology Provider:

DocuSigned by:
[redacted]
EDA678AA7E9A409...
Signature

2/6/2026
Date

For the Wadsworth City School District Board of Education:

Signature of Treasurer

Date