

NYS Ed Law §2-d Data Privacy Agreement

MOSAIC by LERNO Co. · Third-Party Contractor supplement

This Data Privacy Agreement (DPA) is entered into between _____ ("**District**") and **MOSAIC by LERNO Co. ("Contractor")**, effective _____, **20**____, and is a supplement to the master service agreement governing use of the MOSAIC platform. It is provided in compliance with New York State Education Law §2-d and Part 121 of the Regulations of the Commissioner.

1. Purpose and scope

Contractor operates the MOSAIC platform to deliver WIDA-aligned English Language Development screening and assessment services to K-12 students identified as multilingual learners. This DPA governs any personally identifiable information (PII) as defined in FERPA and §2-d that Contractor receives from District.

2. Categories of data collected

- Student roster data (name, grade level, home language, date of birth, student ID) — *required* to administer assessments and produce reports.
- Assessment responses (item responses, speaking-task audio, writing-task text) — *required* to compute proficiency levels.
- Optional teacher observation notes — *district opt-in*.
- District/school employee data (email, role) — *required* for authentication.

3. Purpose of data collection

Data is used **exclusively** for: (a) administering the assessment, (b) computing WIDA proficiency levels, (c) producing reports for teachers, administrators, and parents, (d) providing customer support, and (e) maintaining the security and integrity of the platform. Data is **not** used for marketing, advertising, or sold to any third party.

4. Data sub-processors

Contractor uses the following sub-processors, each bound by written data-protection terms:

- **MongoDB Atlas** — encrypted database storage (US-East region).
- **Cloudflare R2** — encrypted static asset storage (printed artifacts, stimulus images).
- **Emergent Platform** — application hosting and infrastructure.
- **OpenAI Whisper** (speech-to-text) — audio transcription, transcript returned to MOSAIC only; no audio retained by OpenAI per API terms.
- **SendGrid** — transactional email delivery (no student PII in email bodies).
- **Sentry** — error monitoring (PII scrubbing at collection).

5. Retention and destruction

Student assessment data is retained for the duration of the service agreement plus one (1) academic year, then permanently deleted within thirty (30) days of District request or agreement termination. Contractor will certify destruction in writing.

6. Security safeguards

- Encryption in transit (TLS 1.2+) and at rest (AES-256).
- Role-based access controls; principle of least privilege.
- Multi-factor authentication for all Contractor personnel with access to production systems.
- Annual third-party security assessment; findings shared with District on request.
- Incident-response plan with 72-hour District notification of any confirmed unauthorized disclosure of PII.

7. Parents' Bill of Rights

Contractor affirms the following, consistent with NYS Ed Law §2-d(3):

- (a) Student PII will not be sold or released for any commercial or marketing purpose.
- (b) Parents have the right to inspect and review the complete contents of their child's education record.
- (c) State and federal laws — including FERPA, IDEA, and §2-d — protect student data confidentiality.
- (d) Data will be stored using encryption at rest and in transit consistent with industry standards.
- (e) A complete list of student PII elements collected is available in Section 2 above.

8. AI use disclosure

See companion document **MOSAIC_AI_Transparency_OnePager.pdf** for the full disclosure of how AI is used in MOSAIC, what data it touches, and district opt-out procedures.

9. Complaint procedure

Parents or eligible students may file a complaint about a breach or unauthorized release of PII by writing to **compliance@mosaicassessmentco.com** or to the District's Data Protection Officer. Complaints may also be filed with the New York State Education Department Chief Privacy Officer.

10. Signatures

District

Name: _____

Title: _____

Signature: _____

Date: _____

MOSAIC by LERNO Co.

Name: _____

Title: _____

Signature: _____

Date: _____

This DPA is provided in good faith; District counsel should review and adapt before execution. For questions contact compliance@mosaicassessmentco.com.