

PERFORMANCE BASED CONTRACT GUIDELINES

1. WHAT IS THE PURPOSE AND SCOPE OF THE SERVICE?

Yonkers Public Schools (the “District”) has indicated their intention to implement The Work Sampling System in all pre-k classrooms in the 2022-2023 school year. The Work Sampling Online includes the content of the interrelated elements of the Work Sampling System including the Developmental Guidelines and Checklists and Summary Reports for all grade levels. The WSS Developmental Guidelines cover seven major areas of development: personal and social development; language and literacy; mathematical thinking; scientific thinking; social studies; the arts; and physical development, health, and safety. Work Sampling Online provides robust data management for documenting observations, completing checklists and summary reports, and generating aggregate reports at the classroom, school, district, and program levels.

2. AMOUNT OF SERVICE

(Set forth all quantities and/or amounts of time required to be devoted to the contract and describe where services are to be provided as specified in Schedule “B”)

As outlined in Appendix B following Pearson’s quote #166432, the Work Sampling Online account for the District will provide annual license for 1,500 students, commencing prior to the opening of the 2022-2023 school year. The per student price for 2022-2023 will be \$11.95 per child, for a total of \$17,925.00.

3. WHO IS SERVED?

(Describe whether services are to be provided directly to students, to staff, etc.)

Yonkers City School District pre-kindergarten children and their teachers will be served. Each pre-kindergarten teacher will have access to the system to enter observations and assessment data and run reports for their class. District personnel designated as WSS license administrators will have access to the functionality and data for their sites (schools) and at the district level. Teacher may share summary reports 2-3 times per year with families. Summary reports include teachers’ narrative reports on the child’s performance along with ratings of performance in relation to standards and ratings in relation to individual progress from one rating period to the next.

4. WHO WILL PROVIDE SERVICES?

(If individual providers are contemplated, set forth the names and qualifications of the service providers)

The Work Sampling Online system is provided by the Classroom Assessment business group of NCS Pearson, Inc. The Pearson point of contact for the District will be Mary Del Angel, Classroom Assessment Consultant at NCS Pearson, Inc.

Contact Information :

T : (210) 983-9438

E : mary.delangel@pearson.com

4a. WILL THE CONTRACTOR BE UTILIZING ANY VOLUNTEERS, OR BE HIRING/UTILIZING ANY SUBCONTRACTORS IN FURTHERANCE OF THIS AGREEMENT? IF SO, PLEASE LIST ALL OF THEIR NAMES AND CONTACT INFORMATION.

(If the Contractor will be using any subcontractors, volunteers, and/or other agents other than the individuals identified in question #4 above or #7 below, they need to be disclosed here)

No. Pearson does not plan to use any subcontractors in the performance of obligations under this Agreement.

5. WHAT WILL BE COMMUNICATED TO DISTRICT PERSONNEL, PARENTS, OTHERS ABOUT PROGRESS AND RESULTS OF THE SERVICES?

(How specifically will the contractor report to the School District (or parents, if applicable) about their progress towards achieving the goals of the contract?)

Designated district administrators will have system permissions to run reports on student performance checklists completed 3 times per year and aggregated student outcomes data. Parents do not have access to student assessment data, however, teacher-completed summary reports may be printed and shared with parents up to 3 times per year. This is typically done at family conference time.

6. HOW WILL THE QUALITY BE JUDGED?

(Set forth the method which will be used to evaluate contractor's performance)

District pre-kindergarten teachers will have access to ongoing assessment data and the ability to generate reports to inform instruction, evaluate the class and individual progress, and inform families. Based on role permissions, administrators will have access to information on progress at the school district level. This information will be useful for communication with families, as well as for evaluating programs and planning professional development.

7. PERSONS RESPONSIBLE FOR ADMINISTERING THE CONTRACT.

(There must be a single Board administrative employee identified as the person responsible. This person will also be responsible for signing off on contract payments)

CONTRACTOR'S NAME, ADDRESS & CONTACT INFORMATION -

Any notices and other communications under agreements are to be sent as follows:

NCS Pearson, Inc.
Legal Department
Attention: Managing Director and Senior Counsel
19500 Bulverde Road, Suite 201
San Antonio, Texas 78259
CatalogBidsandProposals@pearson.com

The Pearson point of contact for Yonkers Public Schools will be Mary Del Angel, Classroom Assessment Consultant at NCS Pearson, Inc.

8. ARE THE SERVICES PURSUANT TO A GRANT AGREEMENT? IF YES, WHAT IS THE GRANT, AND WHAT ARE THE GRANT REQUIREMENTS RELATED TO THIS AGREEMENT?

Yonkers Public Schools have indicated that these services are pursuant to a grant agreement. The name of the grant is the “Universal Pre-K Grant (UPK).” The grant requires recipient LEAs to implement developmentally appropriate ongoing formative assessments.

9. WILL THE CONTRACTOR BE RECEIVING ANY STUDENT DATA OR OTHER DATA FROM YONKERS PUBLIC SCHOOLS? IF YES, PLEASE DESCRIBE. IF STUDENT DATA IS BEING SHARED, PLEASE PROCEED TO QUESTION 10 BELOW.

Pearson’s systems satisfy stringent security requirements of many states and web-based application security used by any third parties. To keep your assessment data safe and secure, we enforce three primary aspects of data protection—authentication and authorization of users, network security, and physical security of the data center.

Controlling Proper Authentication and Authorization

WSO regulates the authentication and authorization of users through a roles-based security system. The system is accessible from any computer with an Internet connection. Implicit to our protection policies are protocols for session timeout and limits on the number of login attempts using SSL. Teachers and administrators may access only the data associated with their individual credentials for login. In the *Family Circle* web portal, a family may see data only for its own child.

Roles-based security establishes a hierarchy of user roles that defines

- Organizations that each user level/role can access, from district down to specific school
- Each user role’s access to functional areas
- The data that each user role can access, edit, modify and delete.

Robust passwords help enforce roles-based security. We ensure that

- Passwords are a specified minimum length
- Passwords use complexity (upper/lower case letter, numbers, special characters)
- Passwords expire after a pre-set (default is 180 days) length of time
- A pre-set number of failed attempts to enter a password will lock an account
- Accounts automatically log out the user after a pre-set period of inactivity

Maintaining Network Security

We enforce “best practice” methods, standards, and protocols for network security. Attributes include

- Antivirus protection

- 24X7 system monitoring
- VPN (Virtual Private Network) for secure remote access to the Pearson network, and for secure point-to-point network connections when necessary
- Software to detect intrusion attempts
- Sustained, layered firewall to block intruders
- Availability of hosted servers monitored internally and externally

Securing the Physical Environment for the Platform and Your Data

- In our Security Policy and Requirements documents, we outline strict procedures for the physical security of hosting facilities. Trained security guards monitor closed-circuit TVs, and at all times personnel must display identification badges. Servers are kept in locked rooms or cabinets, with customer-specific equipment further protected in locked cages.
- Our business continuity plan mitigates risk to your data and recovers the normal operation of critical infrastructure in the event of a serious threat or disaster. Our plan aligns with British Standard (BS) 25999-1:2006, an internationally-recognized standard governing business continuity. Should disaster strike, our system’s integrated redundancy and failover architecture are designed to keep the system “up” in a manner that is transparent to most users. Additionally, we have well-practiced processes in place for archiving and restoring data.

Please see a copy of our License Agreement identified as Appendix C for more details.

Pearson’s Clinical Privacy Statement is assessable at:

<https://www.pearsonassessments.com/footer/pearson-clinical-privacy-policy.html>

10. WILL THE STUDENT DATA BE USED FOR THE PURPOSE OF DEVELOPING, VALIDATING, ADMINISTERING STUDENT AID PROGRAMS, OR IMPROVING INSTRUCTION? IF YES, PLEASE SPECIFICALLY DESCRIBE.

Once a school or district has entered their students' names and assessment information into the Site, Users may use the Site to review available test results, print or create reports with such data, and otherwise track Work Sampling Online and Ounce Online assessment data. This Site uses the information collected to create and provide customized services for you, including customized content and reports.



Pearson

APPENDIX B

QUOTE / PROFORMA

Customer Bill-to:
YONKERS PUBLIC SD
1 LARKIN CENTER
YONKERS NY, 10701-7044
Attention:

Customer Ship-to:
YONKERS PUBLIC SD
1 LARKIN CENTER
YONKERS NY, 10701-7044
Attention:

NCS Pearson, Inc.
P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Quote/Proforma Number : 166432
Date : 22-JUL-2022
Customer Account# : 3779227
Sales Order Number : 166432
Customer PO# :
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

Prices will be honored for 60 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Table with 2 main columns: Summary and REMITTANCE INFORMATION. Summary includes Total Ordered Quantity (1500), Other Charges (\$0.00), Net Amount (\$17,925.00), Tax Total (\$0.00), Quote/Proforma Total (\$17,925.00), and Amount Due (\$17,925.00). REMITTANCE INFORMATION includes Make Checks Payable to (NCS Pearson, Inc.) and Bank Wire to (Bank of America N A).



Quote/Proforma Number: 166432						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
1402699786	WSS ANNUAL SUB RENEWAL	1500	11.95	*	0.00	\$17,925.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$17,925.00	\$0.00	\$0.00	\$17,925.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearson.com/en-us/legal-information/business-purchasers-terms.html>

For questions, please visit our support site at

<https://www.pearsonassessments.com/contact-us.html>

APPENDIX C

WORK SAMPLING ONLINE / OUNCE ONLINE

LICENSE AGREEMENT

Version: 3.0

Last Revised: July 10, 2015

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. THIS LEGAL AGREEMENT BETWEEN YOU, AS EITHER AN INDIVIDUAL, OR A SINGLE BUSINESS ENTITY (“LICENSEE”, “YOU”, “USER”) AND NCS PEARSON, INC., THROUGH ITS CLINICAL ASSESSMENT BUSINESS (“PEARSON”), GOVERNS YOUR ACCESS TO EITHER THE WORK SAMPLING ONLINE OR OUNCE ONLINE (THE “SYSTEM”) AND YOUR USE OF THE FEE-BASED ONLINE MANAGEMENT AND REPORTING TOOLS IN CONNECTION WITH STUDENT ASSESSMENT DATA THROUGH THE SYSTEM PROVIDED BY PEARSON (THE “SERVICES”).

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Use of the System requires access to the internet and a compatible computer. In addition, each registered administrator of the System (whether at the site, program or organization level), is required to have a working email address that should be reviewed on a regular basis. We will send initial registration notifications, approval notifications and other updates and information to this email address. A school or district email system must also allow the receipt of bulk e-mails from Pearson. Pearson does not enter or input any information or student assessment data into the System. All entry, inputting or importing of all such relevant student information or assessment data should be entered or imported into the System by an administrator or a teacher (or confirmed that such information is in the System) before running any relevant reports or aggregating such data.

Subscription Charges

Work Sampling System and Ounce subscriptions are based on per student fees. The initial fee to activate Subscription is based on estimate by You of unique students that will have data entered. PEARSON will run reconciliation and invoice for any overages at that time. PEARSON will not offer credit for discounted subscription fees for any reason at any time. However, Pearson will refund overages of usage purchased at full subscription rates.

Password

As part of the registration process for Subscription Services, You will select a password. YOU are solely responsible for maintaining the confidentiality of the Your password and agree that PEARSON has no obligations with regard to the use by third parties of such password. YOU are entirely responsible for any activity occurring under the account (and any sub-account) and password. You agree to notify PEARSON immediately if LICENSEE has any reason to believe that the security of Your data or any password has been compromised.

Should You forget the password, PEARSON will reset it for You at Your request; however, in order to protect the privacy of LICENSEE and the data of LICENSEE, PEARSON may require You to provide specific information.

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