

PERFORMANCE BASED CONTRACT GUIDELINES
NCS PEARSON, INC.-UPK

1. WHAT IS THE PURPOSE AND SCOPE OF THE SERVICE? (Describe in detail any services to be provided or materials to be purchased)

Yonkers Public Schools (the “District”) has indicated their intention to implement The Work Sampling System in all pre-k classrooms in the 2023-24 school year. The Work Sampling Online includes the content of the interrelated elements of the Work Sampling System including the Developmental Guidelines, 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 the monetary value of the proposed agreement and 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 #208111, the Work Sampling Online account for the District will provide an annual license for 1,500 students, commencing prior to the opening of the 2023-24 school year. The per-student price for 2023-24 will be \$10.00 per child, for a total of \$ 15,000.00.

3. WHO IN THE SCHOOL DISTRICT 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. Teachers 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: (201) 983-9438

E: mary.delangel@pearson.com

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

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 SCHOOL DISTRICT JUDGE THE QUALITY OF SERVICES? (Set forth the method which will be used to evaluate contractor's performance)

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

7. INDIVIDUALS RESPONSIBLE FOR ADMINISTERING THE CONTRACT.

Vendor Name: NCS Pearson, Inc.

Vendor Address: 19500 Bulverde Road, Suite 201/ San Antonio, Texas 78259

Vendor Phone No.: (201) 983-9438

Vendor Business Status: Corporation

Vendor Contact Name: Mary Del Angel

Vendor Contact Email: Mary.DelAngel@pearson.com

Tax ID No.: 41-0850527

Mr. Erik Wright- Yonkers Public Schools

Assistant Superintendent

Elementary Administration (PreK-5/6 Schools)

Phone: 914.376.8066

Fax: 914.376.8211

ewright@yonkerspublicschools.org

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 the stringent security requirements of many states and web-based application security used by many 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 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.

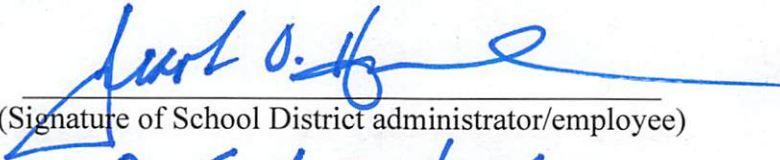
Please see a copy of our License Agreement identified as Appendix C for more details.

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' name 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.

<p>Performance Based Guidelines Reviewed and approved by:</p>  <p>(Signature of School District administrator/employee)</p> <p><u>Dr. Frank O. Hernandez</u> (Printed Name)</p>

Statement is used to verify the accuracy and reliability of the information provided to the client. It is a statement of the client's understanding of the information provided to them and is a key component of the client's record.

Statement of Understanding of the Information Provided to the Client

The client has read and understood the information provided to them and agrees to the terms and conditions of the service. The client has provided the information requested and agrees to the terms and conditions of the service. The client has provided the information requested and agrees to the terms and conditions of the service.

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WILL THE STUDENT DATA BE USED FOR THE PURPOSE OF DEVELOPING VALIDATING ADMINISTERING STUDENT AND PROGRAM OR IMPROVING PERFORMANCE BY THE PLEASE SEE INDICATE BELOW.

The information contained in this document is confidential and is intended for the use of the client only. The information contained in this document is confidential and is intended for the use of the client only. The information contained in this document is confidential and is intended for the use of the client only.

Signature of the client (Print Name)
Signature of the provider (Print Name)
Date