



OnBase: 109890

Date: October 29, 2024

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles
President

Re: Authority to enter into an agreement with NCS Pearson, Inc. doing business as Pearson Vue whereby the County of Westchester, acting by and through Westchester Community College's Workforce Development and Community Education Division, would serve as an additional testing center for General Educational Development ("GED") tests as provided by GED Testing Service LLC and for other tests for the period commencing November 1, 2024 and continuing until terminated by either party.

Authority is requested to enter into an agreement with Pearson, Inc. doing business as Pearson Vue ("Pearson") whereby the County of Westchester, acting by and through Westchester Community College's Workforce Development and Community Education Division ("WDCE"), would serve as an additional testing center for General Educational Development ("GED") tests as provided by GED Testing Service LLC ("GEDTS") and for other tests for the period beginning November 1, 2024 and continuing until terminated by either party.

New York State Education Department has entered into a contract with GEDTS to deliver the GED Test in NYS beginning in January 2022. Computer Based Testing (CBT) is the primary method for GED Testing, and Pearson is the authorized entity to provide the CBT. Test Centers which will deliver CBT at a primary location must apply to become an Authorized Pearson Vue Test Center (PVTTC). Thus, as a designated test center with the NYSED, WDCE is applying to become an Authorized PVTTC. WDCE's facilities were approved by Pearson Vue.

Part of the mission of the College's Workforce Development and Community Education is to improve the County's workforce by enhancing the academic preparedness, vocational skill competency levels and work readiness skills of Westchester residents. Specifically, this agreement allows WDCE to serve the Westchester community as an official High School Equivalency/GED testing site as designated by NYSED.

The GED tests will be offered to the students for free as NYS law does not allow facilities to charge for GED testing. The GED test program is now the only test for

earning a high school equivalency diploma in New York State. For other tests, WDCE will charge a proctor fee. Pearson will pay WDCE for the administration of the tests.

The College shall agree, in a form similar to the following, to indemnify, defend and hold Pearson harmless from all claims of other parties for breaches of the College's warranties, and shall indemnify and defend Pearson against all claims, or demands of any nature brought by others against Pearson unless and to the extent due to the fault of Pearson, the Candidate, the Sponsor or Force Majeure and the College will indemnify and defend Pearson against all injury or damage to individuals or property arising from the use of the test site.

This agreement shall serve a public purpose since it will enable the College's WDCE to improve the County's workforce by enhancing the academic preparedness, vocational skill competency levels and work readiness skills of Westchester residents. The agreement will be monitored by WDCE personnel.

This agreement is not subject to competitive bidding as Pearson is the only entity authorized by NYSED to deliver the CBT version of the test to the testing centers.

I believe that it is in the best interest of the College to provide this GED testing site in furtherance of the mission of the WDCE to improve the County's workforce, and I, therefore, recommend that you act favorably on the annexed proposed resolution

BSM:sg
Attachment

RESOLUTION

Upon a communication from the President of Westchester Community College,
be it hereby

RESOLVED, that the County of Westchester, acting by and through Westchester Community College's Workforce Development and Community Education Division ("WDCE"), is hereby authorized to enter into an agreement with Pearson, Inc. doing business as Pearson Vue ("Pearson") whereby the WDCE would serve as a testing center for General Educational Development ("GED") tests as provided by GED Testing Service LLC and other tests for the period beginning November 1, 2024 and continuing until terminated by either party; and be it further

RESOLVED, that Pearson will pay the College for the administration of the tests; and be it further

RESOLVED, that the College shall agree, in a form similar to the following: to indemnify, defend and hold Pearson harmless from all claims of other parties for breaches of the College's warranties, and shall indemnify and defend Pearson against all claims or demands of any nature brought by others against Pearson unless and to the extent due to the fault of Pearson, the Candidate, the Sponsor or Force Majeure and the College will indemnify and defend Pearson against all injury or damage to individuals or property arising from the use of the test site; and be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary to implement the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	701	8102		9781	01		\$7,152
	701	8221		9781	01		\$7,152

Budget Funding Year(s) 2024/28 Start Date 11/1/2024 End Date N/A

Funding Source: Tax Dollars \$_____

\$14,304 State Aid \$_____

Must match resolution Federal Aid \$_____

Other: \$_____