



# Westchester Community College

State University of New York

**On Base: 84394**

Date: April 16, 2021

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles  
President

Re: Authority for the County of Westchester, acting by and through Westchester Community College (the "College"), to enter into agreements with the National Student Clearinghouse (the "Clearinghouse"), whereby the Clearinghouse will provide a web-based application that enables the College to provide its students with a wide range of services offered by the Clearinghouse, including, but not limited to, enrollment and student loan-related services for the period April 1, 2021 through August 31, 2022, which will be funded by a grant from the Bill & Melinda Gates Foundation in an amount not to exceed to \$25,000.00.

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The College is requesting authority to enter into a series of agreements with the National Student Clearinghouse, a Virginia nonprofit organization with offices at 2300 Dulles Station Blvd., Ste. 220, Herndon, VA 20171, whereby the Clearinghouse will provide a web-based application that enables the College to provide its students with a wide range of services offered by the Clearinghouse, including, but not limited to, enrollment and student loan-related services for the period April 1, 2021 through August 31, 2022. This agreement and its associated Statements of Work ("SOW") will be funded by a grant from the Bill & Melinda Gates Foundation in an amount not to exceed \$25,000.00.

Your Honorable Board previously authorized the College to accept a sub-recipient grant through The Research Foundation for the State University of New York ("Research Foundation") for a Project entitled "New York Student Success Center Guided Pathways". sponsored by the Bill & Melinda Gates Foundation ("Gates Foundation") in an amount not to exceed \$25,000. The funds from that grant will be used to finance this project.

The Research Foundation entered into a Master Agreement with the Clearinghouse and in accordance with the terms of the grant and the Master Agreement WCC is required to enter into these agreements with the Clearinghouse.

Pursuant to the terms of the proposed agreements, the College will agree to indemnify, defend, and hold harmless the Clearinghouse from and against any and all losses, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys' fees) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (1) a breach of this Master Service Agreement ("MSA") or accompanying Statements of Work ("SOWs") by the College or its Authorized Persons, (2) the Clearinghouse's use of incorrect or incomplete information received from the College, (3) the College's failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of the Clearinghouse website, (4) any negligent or more culpable act or omission of the College or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this MSA or accompanying SOWs, or (5) any failure by the College or its Authorized Persons to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this MSA or accompanying SOWs.

The proposed Agreements shall serve a public purpose since they will enable the College to fulfill its obligation to improve the student experience.

Accordingly, I recommend adoption of the attached resolution.

BSM/smg

Encls.

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester, acting by and through the Westchester Community College (“College”), is authorized to enter into a series of agreements with the National Student Clearinghouse, a Virginia nonprofit organization with offices at 2300 Dulles Station Blvd., Ste. 220, Herndon, VA 20171, whereby the Clearinghouse will provide a web-based application that enables the College to provide its students with a wide range of services offered by the Clearinghouse, including, but not limited to, enrollment and student loan-related services for the period April 1, 2021 through August 31, 2022; and be it further

**RESOLVED**, that the proposed agreement shall be funded in an amount of up to \$25,000 as provided by a sub-recipient grant through The Research Foundation for the State University of New York (“Research Foundation”) for a Project entitled “New York Student Success Center Guided Pathways” sponsored by the Bill & Melinda Gates Foundation (“Gates Foundation”); and be it further

**RESOLVED**, that pursuant to the terms of the proposed agreements, the College will agree to indemnify, defend, and hold harmless the Clearinghouse from and against any and all losses, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys’ fees) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (1) a breach of this Master Service Agreement (“MSA”) or accompanying Statements of Work (“SOWs”) by the College or its Authorized Persons, (2) the Clearinghouse’s use of incorrect or incomplete information received from the College, (3) the College’s failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of the Clearinghouse website, (4) any negligent or more culpable act or omission of the College or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this MSA or accompanying SOWs, or (5) any failure by the College or its Authorized Persons to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this MSA or accompanying SOWs; 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
	703	34	9997		4408-01	9544	\$25,000.00

Budget Funding Year(s) 2021/22 Start Date 04/1/2021 End Date 8/31/2022  
(must match resolution)

Funding Source Tax Dollars \_\_\_\_\_  
State Aid \_\_\_\_\_  
\$25,000.00 Federal Aid \_\_\_\_\_  
(must match resolution)  
Other \$25,000.00 (Grant)

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/13/2021 - LISA MRIJAJ, SECRETARY