



OnBase: **113572**

Date: April 24, 2026

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, to enter into an agreement with the Peekskill School District for the provision of College-Level courses to the Peekskill High School Smart Scholar students for the period of July 14, 2025, regardless of when executed, to June 30, 2026, whereby the College shall be paid a total amount not-to-exceed \$15,684.00

On November 17, 2023, The County of Westchester, acting by and through the Westchester County Community College (the "College") and the Peekskill City School District (the "School District") executed a Memorandum of Understanding (the "MOU"), to implement a New York State Smart Scholars Early College High School (NYS-SS-ECHS) Program for the period March 1, 2024, through August 31, 2028.

Through the NYS-SS-ECHS partnership, historically underrepresented and/or economically disadvantaged School District students in Grades 9-12 enroll in college courses that both meet the high school graduation/Regents diploma requirements and accrue 24 transferable college credits, at no cost to their families.

School District now desires the College to provide said services to the School District and College agrees to provide such services pursuant to the NYS-SS-ECHS partnership grant.

Therefore, Authority is hereby requested for the County of Westchester, acting by and through the Westchester Community College (the "College"), to enter into an agreement with the Peekskill School District (the "School District") whereby the College will provide college-level courses to the School District's students at one of its campuses and/or on campus at the School District's High School. Additionally, the College shall host several campus visits for Smart Scholar students and a Cybersecurity Camp at the College's Valhalla Campus (the "Services"). The proposed agreement will have a term commencing July 14, 2025, regardless of when executed, and terminating June 30, 2026. The School District will pay to the College an amount not-to-exceed Fifteen Thousand Six Hundred Eighty-Four Dollars (\$15,684) for providing these services (the "Agreement")

Westchester Community College (the "College") and Peekskill School District (the "School District"), collaboration will benefit both students and the community from the School District participating in the Smart Scholar Courses.

Pursuant to the terms of the proposed Agreement, College agrees to defend, indemnify and hold harmless School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of College, its officers, directors, agents or employees in connection with the performance of services pursuant to the Agreement.

This agreement is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3(a)(iii) in that it is an agreement with a political subdivision of the State of New York. The agreement is authorized pursuant to Section 6306.8 of the Education Law in that it is an agreement for a cooperative educational program with a school district.

Accordingly, I recommend adoption of the attached resolution.

BSM/cm
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 Westchester Community College (the "College"), is authorized to enter into an agreement (the "Agreement") with the Peekskill City School District (the "School District"), whereby the College will provide college-level courses to the School District's students at one of its campuses and/or on campus at the School District's High School. Additionally, the College shall host several campus visits for Smart Scholar students and a Cybersecurity Camp at the College's Valhalla Campus (the "Services"); and be it further

RESOLVED, that the proposed agreement will have a term commencing July 14, 2025, regardless of when executed, and terminating June 30, 2026. The School District will pay to the College an amount not-to-exceed Fifteen Thousand Six Hundred Eighty-Four Dollars (\$15,684) for providing these services; and be it further;

RESOLVED, that Pursuant to the terms of the proposed Agreement, Pursuant to the terms of the proposed Agreement, College agrees to defend, indemnify and hold harmless School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of College, its officers, directors, agents or employees in connection with the performance of services pursuant to the Agreement; and be it further

RESOLVED, that this agreement is exempt from the operation of the Westchester County Procurement Policy pursuant to Section 3(a)(iii) in that it is an agreement with a political subdivision of the State of New York. The agreement is authorized pursuant to Section 6306.8 of the Education Law in that it is an agreement for a cooperative educational program with a school district; 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	Potential Revenue Dollars
	703	9997				9607	\$15,684.00

Budget Funding Year(s) 2025/26 Start Date 7/14/2025 End Date 6/30/2026
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$15,684.00 Federal Aid _____

(must match resolution)
 Other: (Revenue) \$15,684.00