

New York Institute of Technology
ARTICULATION AGREEMENT with
NASSAU BOCES
Personal Trainer and Exercise Medicine Program

This agreement, dated as of June 15, 2020, between New York Institute of Technology, located at Old Westbury and Manhattan campuses, New York (herein "NYIT") and the Nassau BOCES Joseph M. Barry Career & Technical Education Center, located at 1196 Prospect Avenue, Westbury, New York will serve as a guiding document for use by students and administrators of both institutions in understanding the academic relationship between the schools as it relates to the Nassau BOCES Personal Trainer and Exercise Medicine program.

- **Admission:** Nassau BOCES students who successfully complete the Nassau BOCES Personal Trainer and Exercise Medicine program and meet all other applicable NYIT admissions and enrollment criteria as determined solely by NYIT and who apply to NYIT will be granted automatic admission into our Bachelor of Science in Exercise Science program with advanced standing. NYIT will waive the application fee for Nassau BOCES applicants. Applicants should use the fee waiver code, "ADMREP," while completing their application for admission.
- **Advanced Standing:** Nassau BOCES graduates who successfully complete the Personal Trainer and Exercise Medicine program, earn a minimum B/80 in their Personal Trainer and Exercise Medicine program and enroll at NYIT will receive 6 credits for the course equivalencies listed below. Advanced standing courses will be recorded on the NYIT transcript as prior learning credit, and the usual fee for this type of credit will be waived.

<i>New York Institute of Technology</i>	<i>Credits</i>	<i>Nassau BOCES</i>
EXSC 100 Introduction to Kinesiology	3	Students must successfully complete the two-year Personal Trainer and Exercise Medicine program and be granted the BOCES Certificate of Completion.
EXSC 110 Foundations of Physical Activity	3	
Total Credits	6	

- **Scholarships:** Nassau BOCES Personal Trainer and Exercise Medicine graduates who have received their high school diploma and matriculate at NYIT as full-time students (taking at least 12 credit hours per semester) will be automatically considered for a scholarship. All students wishing to be considered for a scholarship must submit a FAFSA each year. Scholarships are renewable each fall and spring semester, based on funding availability and institutional eligibility criteria (e.g. full-time, satisfactorily complete 12 credits within their program each semester with no incomplete grades) to be eligible for the awards for the upcoming semester. Students must also maintain the minimum cumulative GPA each semester as required by the scholarship.

Nassau BOCES Personal Trainer and Exercise Medicine graduates who enroll at NYIT will be considered for first-year scholarships and must submit their final, official high school transcript or equivalent along with their SAT or ACT score. The scholarships range from \$5,000 to \$22,000 per year and are based on high school achievement including performance on the SAT or ACT. Students who apply under the test-optional admission policy are eligible for scholarships. Nassau BOCES Personal Trainer and Exercise Medicine graduates who enroll at NYIT may be eligible to receive this scholarship each semester for up to a maximum of four years (or eight semesters) of continuous full-time undergraduate enrollment at NYIT. While at NYIT, they must satisfactorily complete 12 credits each semester with no failing or incomplete grades, maintain a cumulative GPA as specified in their acceptance letter and meet satisfactory academic progress (SAP) requirements at all times. NYIT scholarships are for tuition only, divided equally between fall and spring semesters. They are not applicable to summer session attendance.

- **NYIT Presence at Nassau BOCES:** Nassau BOCES will host NYIT representatives on the Nassau BOCES campus at least once during each semester in order for NYIT to promote its programs and this Principal Agreement.
- **Sharing Information with Nassau BOCES Students:** Nassau BOCES will provide newly admitted students, currently enrolled students and graduating students from its programs with information about this Principal Agreement and will also list NYIT in any publications and/or websites that refer to articulation agreements.
- **Faculty-to-Faculty Interactions:** Faculty at both Nassau BOCES and NYIT will be encouraged to meet and exchange information and ideas in order to facilitate a smooth referral application process for students between the institutions.

Nassau BOCES expressly acknowledges and agrees that it will not provide a commission, bonus or other incentive payment based in any part, directly or indirectly on success in securing enrollments or financial aid to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding awarding funds.

NYIT shall have sole authority to determine the number of persons enrolled in the programs contemplated under this Agreement.

This agreement will be effective as of June 15, 2020 for a period of five years upon signing by both parties and may be revised by mutual agreement of both parties. The agreement will be reviewed on an annual basis by both parties and may include a review of curriculum, equipment and facilities. Change in the curriculum at either of the participating institutions shall be transmitted to the other as the change occurs.

This Principal Agreement is not a legally binding contract and is not enforceable in a court of law or before an arbitral tribunal. In the event of a dispute, the parties agree to establish a process for an amicable resolution.

Miscellaneous

Cancellation

Either party to this agreement may cancel by formal notification to be received by August 1st in the year preceding the date of cancellation. All students who are enrolled in the program at the time of such notification shall be continued in the program and shall be eligible for acceptance by NYIT under the terms of the agreement.

Mutual Responsibilities

Nassau BOCES agrees to:

- (a) Designate a person who will serve as coordinator of this Agreement. The coordinator will:
 - (i) be responsible for promoting the Agreement to prospective and current students by providing information to the Nassau BOCES admissions staff, career planning and placement officers, and all student advisors.
 - (ii) keep students and advisors abreast of current information applicable to the Agreement.
 - (iii) serve as liaison between Nassau BOCES and NYIT for any and all issues involving the affiliation.
- (b) Confer a high school diploma on all qualified candidates who successfully complete all Nassau BOCES degree requirements.

NYIT agrees to:

- (a) Designate a person who will serve as coordinator of this Agreement at NYIT. The coordinator will:
 - (i) serve as a liaison between NYIT and Nassau BOCES for any and all issues involving the Agreement.
 - (ii) inform appropriate personnel of the existence of the Agreement and encourage them to support it.
- (b) Confer the Bachelor of Science on all qualified candidates who successfully complete all of NYIT's degree requirements.

Indemnity/Independent Contractors/Assignment

NYIT and Nassau BOCES agree to indemnify and hold each other harmless, as well as their trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of NYIT or Nassau BOCES, their agents, servants, employees or students, and vice versa.

It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between NASSAU BOCES and NYIT, but is rather an Agreement by and between independent contractors.

This agreement may not be assigned, delegated, or otherwise transferred by each party without the prior written consent of the other party.

FERPA

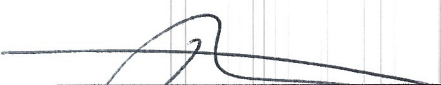
The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than those associated with NYIT or Nassau BOCES.

Non-Discrimination

The parties agree in this program to comply with all the federal, state, local and institutional laws, ordinances and applicable rules, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all applicable anti-discriminatory laws and policies.

Autonomy


NYIT shall have sole authority to determine the number of persons enrolled in the programs conducted under the NYIT banner in connection with this Agreement.

 6/23/20

Mr. Peter J. Dalton Date
Principal, Joseph M. Barry Career & Technical
Education Center

MHaar 06/15/20

Mindy Haar, Ph.D. Date
Chair, Dept. of Interdisciplinary Health Sciences
School of Health Professions, NYIT

 6/29/20

Dr. Robert Dillon Date
Superintendent, Nassau BOCES

Gordon Schmidt 6/15/2020

Gordon Schmidt, Ph.D. Date
Dean, School of Health Professions, NYIT

RAF:CT-6/19/20-IS:SAG

Henry C. Foley 06/17/2020

Henry C. Foley, Ph.D. Date
President, NYIT

Effective June 15, 2020