

AGREEMENT FOR ARTICULATION BETWEEN

**FASHION INSTITUTE OF TECHNOLOGY
AAS, Photography and Related Media**

AND

**Suffolk County Community College
AAS, Photographic Imaging**

I INTRODUCTION

This articulation agreement (the "Agreement") is made by and between the Fashion Institute of Technology ("FIT"), a community college in the program of the State University of New York ("SUNY"), with offices at Seventh Avenue at 27th Street, New York, NY 10001, and Suffolk County Community College, located at 533 College Road, Selden, NY 11784 ("Institution") (each a "Party" and collectively the "Parties"). FIT and the Suffolk County Community College (Suffolk CCC) wish to enter into this Agreement pursuant to which students of the Institution's Associate in Applied Science ("AAS") degree in Photographic Imaging (HEGIS code: 5007) will be eligible for articulated course credits at FIT in pursuit of a Bachelor of Fine Arts ("BFA") degree in Photography and Related Media,¹ according to the terms and conditions contained in this Agreement.

II. OBJECTIVES

This Agreement reflects a collaborative effort between FIT and Institution to:

- Attract qualified students to FIT's BFA in Photography and Related Media and Institution's AAS in Photographic Imaging;
- Encourage academic coordination and other faculty/administrative interactions, including curricular reviews and administrative streamlining; and
- Provide for the exchange of information on successes and failures of the articulation program pursuant to this Agreement in order to make improvements.

III. DESCRIPTION OF ARTICULATION PROGRAM

A. Admission Program.

1. Students at Institution who meet the following articulation criteria ("Program Students") are eligible for admission to FIT in its BFA in Photography and Related Media:
 - i. Successful completion and award of Institution's AAS in Photographic Imaging;
 - ii. Maintenance of a minimum overall cumulative grade point average of 3.0;

¹ During the 2017-2018 academic year, this BFA program will be offered under the existing "Photography and the Digital Image" program and curriculum. In the 2018-2019 academic year, the BFA program and curriculum will change to "Photography and Related Media." Program Students enrolled during the 2017-2018 academic year will either finish their BFA under the Photography and the Digital Image program or transition to the Photography and Related Media program, in FIT's sole discretion to be determined at a later date.

- iii. Completion of additional credits before admittance to FIT, consisting of 3-credits in Art or Design History.
- iv. Maintenance of a grade of "C" or better in all General Education courses applied to FIT for transfer credits.

- 2. The final determination of admission of any Program Student will be made by FIT's Office of Admissions in its sole discretion and will include consideration of available space and an assessment of each eligible Program Student's qualifications.
- 3. Institution agrees to promulgate information and to advise interested students at Institution of the provision of general and specific sections of this Agreement.

B. *Acceptance and Application of Credits.*

- 1. FIT agrees to accept as 5th semester, BFA Program Students who are offered admission to FIT in its BFA in Photography and Related Media.
- 2. FIT will accept as comparable courses for credit and entrance into FIT's BFA in Photography and Related Media the courses of Institution as set forth in Exhibit A, attached hereto and incorporated as if set forth herein.

- C. ***Review.*** This Agreement shall be reviewed by both Parties prior to this Agreement's renewal pursuant to Section IV herein, or whenever substantive changes are made in the curriculum of either Party, whichever is earlier. The Parties agree that as part of this review, faculty and administrative staff from both Parties will confer on matters of curriculum content and other program details.

IV. TERM AND TERMINATION

- A. ***Effective Date and Execution.*** This Agreement shall be effective when all parties have executed the Agreement (the "Effective Date"). This Agreement will apply to Program Students seeking to enroll at FIT as of Fall 2017 (with application during Spring 2017) and in any fall semester thereafter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- B. ***Term and Renewal.*** This Agreement shall run from the Effective Date until June 29, 2021. The Agreement may thereafter be renewed in writing for subsequent two (2) year terms or as otherwise agreed upon by the Parties in writing.
- C. ***Termination.*** Either Party may terminate this Agreement at any time upon 60 days written notice to the other Party. If either party chooses to terminate the Agreement, or if the Agreement is not renewed, the parties will honor the Agreement and all of its terms for any Program Student enrolled at FIT as of the date of termination.

V. MISCELLANEOUS

- A. ***Representations and Warranties.***

1. Each Party represents and warrants that the official executing this Agreement on its behalf is duly authorized to do so, and acknowledges that the other Party is acting in reliance thereon.
 2. Each Party warrants that it is accredited by and/or properly recognized by the relevant accrediting and/or regulatory bodies in each Party's jurisdiction. Each Party agrees that it will immediately notify the other Party should such accreditation status change.
- B. **Amendments.** This Agreement may be amended only by written agreement signed by an authorized representative of each Party.
- C. **Disputes.** The Parties shall strive to resolve any dispute in connection with this Agreement through good faith negotiation. In the event that a dispute cannot be resolved through non-judicial negotiation within 120 days after a written request to negotiate, the Parties agree to resolve the issue through final and binding arbitration conducted in the state of New York pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The number of arbitrators shall be one. Each Party shall bear its own costs of the arbitration.
- D. **Independent Contractor.** The relationship of the Parties is that of independent contractors, and neither Party will hold itself out as being a partner or agent of the other Party.
- E. **Indemnification.** To the extent permitted by applicable law, each Party agrees to defend, indemnify and hold the other Party harmless from any and all claims or damages, including reasonable attorneys' fees, brought by a Program Student, his/her parents, survivors or agents, arising from any negligent acts or omissions or misconduct of the indemnifying party. Neither Party will be liable for any acts or omissions of the other, nor shall either Party be liable for the acts of other FIT or Institution students.
- F. **Assignment.** The Parties will not assign or transfer this Agreement or any right or interest herein.
- G. **Use of Name.** The Parties will not use or adopt names, logos or any identification of the other Party without the other Party's prior written approval by an authorized representative.
- H. **Severability.** If any paragraph or clause of the Agreement is deemed illegal or invalid or void for any reason, it shall be modified to the minimum extent necessary to make it legal or valid, and the remaining paragraphs and clauses of the Agreement will remain in full force and effect.
- I. **Waiver.** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach hereunder.
- J. **Non-Discrimination.** This Agreement will be implemented by both Parties in accordance with all applicable laws and regulations, and in a manner that does not discriminate against any person on a basis (or perceived basis) of race, color, national origin, religion, sex, sexual orientation, gender identity, pregnancy, genetic disposition/information, citizenship status, age, veteran status or disability, or any other basis prohibited by applicable law.
- K. **Subheadings.** The use of subheadings in this Agreement is strictly for organizational purposes only and shall not be construed to limit, modify or amend the provisions herein.
- L. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt if sent by regular first class mail or by overnight courier to such Party at its address as set forth below:

To FIT:

Fashion Institute of Technology
Seventh Avenue at 27th Street
New York, NY 10001
Attn: Giacomo M. Oliva, Ed.D.
Vice President for Academic Affairs

To Institution:

Suffolk County Community College
533 College Road
Selden, NY 11784
Attn: Dr. Paul Beaudin
Dean of Instruction

With a copy to:

Fashion Institute of Technology
Office of the General Counsel
Seventh Avenue at 27th Street
New York, NY 10001

With a copy to:

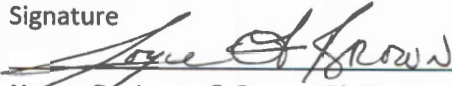
Suffolk County Community College
533 College Road
Selden, NY 11784
Attn: Office of General Counsel

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have caused this Agreement to be executed as follows:

For FIT:

Signature



Name: Dr. Joyce, F. Brown, Ph.D.

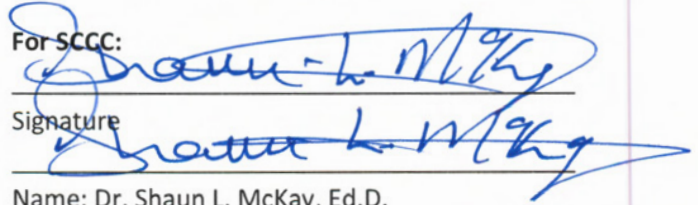
Title: President, Fashion Institute of Technology

Date

6/13/17

For SCCC:

Signature



Name: Dr. Shaun L. McKay, Ed.D.

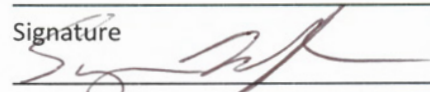
Title: President, Suffolk County Community College

Date

5/3/17

For SCCC:

Signature



Name: Dr. Suzanne Johnson, Ph.D.

Title: Vice President of Academic Affairs

Date

Suzanne M. Johnson

VPAA

5/2/17

EXHIBIT A

Course Equivalency

For eligible Program Students, the following comparable courses will be accepted for credit and entrance into FIT's BFA in Photography and the Related Media.

Suffolk County Community College AAS degree, Photographic Imaging		
Course #	Course Title	Credits
ENG 101 (G1)	Standard Freshman Composition	3
ENG 102	Introduction to Literature or English elective	3
Mathematics (G2)	Elective	3-4
Natural Science (G3)	Laboratory Science Elective	4
PSY 101	Intro to Psychology	3
Social Science	Elective	3
	Missing History of Art	3
ART 114	History of Photography	3
GEN ED/Liberal Arts		22-23
ART 144	Photograph Seminar	1.5
ART 145	Digital Photography 1	3
HUM 121	Developing Creative Imagination in the Arts	3
ART 147	Digital Materials and Process	3
ART 130	2D Design	3
ART 146	Digital Photography II	3
ART 149	Photographic Lighting	3
ART 244	Web Design for Photographers and Visual Artists	3
ART 245	Digital Photography III	3
ART 246	Digital Photography IV	3
ART 247	Professional Practices for the Photographer	3
ART 299	Photography Portfolio Development and Assessment	1
Photo Elective	ART 214, 251, 252, 255, 257, or 259	3
BUS 150	Cooperative Education in Business or Photography Elective	3

Fashion Institute of Technology AAS degree, Photography and Related Media			
Course #	Course Title	Credits	Gen Ed
English	English Composition	3	G1
English	Choice of any 200 – 300 level English Lit or speech	3	
Mathematics	Choice	3	G2
SC 132	Color Science for Photography	3	G3
G4-G10	Choice	3	
G4-G10	Choice	3	
Art History NASAD	HA-112 plus a second HA course	3	
HA 243 NASAD	History of Photography	3	
GEN ED/Liberal Arts		24	
PH 141	Creative Approaches to Photography	1	
PH 152	Photography I	4	
FA 118	Fundamentals of Design for Photography	2	
PH 172	Photographic Post Production	2	
VP 211	Styling, Prop and Set	2	
PH 153	Photography II	3	
PH 132	Introduction to Light	3	
CG 121	Applications for Social Media	2	
PH 251	Photography III	3	
PH 253	Photography IV	4	
PH 265	Professional Procedures/Contemporary Trends	3	
PH 275	Digital Media Techniques	3	
PH 253	Traditional Photography	2	

Physical Education	2-elective courses	2
	Total Major/Related Area	40.5
Total Credits Accepted for Transfer		62.5 – 63.5

Related area	Choice	5.5	
	Total Major/Related Area	39.5	
Total Credits		63.5	