

ARTICULATION AND LINKAGE AGREEMENT

THIS ARTICULATION AND LINKAGE AGREEMENT (“Agreement”) is made this 17th day of May, 2023, by and between Touro University’s New York School for Career and Applied Studies (“TU”), a 501(c)(3) not-for-profit education corporation with its principal place of business at 50 West 47th Street, 14th Floor, New York, NY 10036 and St. Francis College (“SFC”), a New York State not-for-profit education corporation with its principal place of business located at 179 Livingston Street, Brooklyn, New York 11201.

RECITALS

- A. SFC is a degree granting institution which has an educational program leading to the award of a Bachelor of Science in Radiologic Sciences Degree (“SFC Program”).
- B. TU is a degree granting institution which has an educational program leading to an Associate of Applied Science degree in Radiologic Technology (“TU Program”).
- C. By this Agreement, eligible students of SFC shall become eligible to participate in TU’s Program courses that will be accepted by SFC as meeting specific degree/graduation requirements of the SFC Program, in accordance with the terms and conditions set forth herein (the “Pathway”). This Agreement does not anticipate the awarding of any TU degree or certificate, but rather the taking and transferring of properly earned credits to SFC’s accredited program.

NOW, THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

SECTION 1: TU and SFC agree:

- 1.1 To conduct a continuing Pathway (“the Pathway”). TU shall offer radiography courses to eligible SFC students who will be non-matriculated students at TU. Registration in TU radiography courses is not a guarantee of completion of said courses.
- 1.2 SFC shall offer the Pathway to eligible SFC students, each academic year. Students who meet the below requirements must complete TU’s application procedure and be admitted to the Program. Admissions decisions are within the sole discretion of TU. Eligible SFC students shall meet the following minimum requirements:
 - 1.2.1 Be at least eighteen (18) years old by December 31st of the admission year.
 - 1.2.2 Graduated from an accredited high school or equivalent.
 - 1.2.3 Take the Test of Essential Academic Skills (TEAS V), TEAS is a timed test administered by NYSCAS at the close of the admissions process (after March 31st). There is a testing fee that must be paid at the time of testing (\$25 per student). Tests can be taken on a Sunday or during a weekday. The

focus of the test is to assess a candidate's knowledge of reading, mathematics, science, as well as English and language skills.

- 1.2.4 Applicants not possessing an Associate's Degree, AAS, must be able to complete the minimum degree requirements.
- 1.2.5 Take a Math and General Science test provided by TU.
- 1.3 This Agreement is not a guarantee that all eligible SFC students will be granted admission to the Program. All admissions decisions are within the sole purview of TU.
- 1.4 Pathway participants must complete 60.5 credits towards the SFC Program at TU (see below). The attached schedules describe the nature and extent of value and assigned credits that student will receive for their TU courses at SFC.

SECTION 2: OPERATIONAL AND EDUCATIONAL REQUIREMENTS

- 2.1 Pathway participants must complete at least 60.5 credits at TU as set forth on Schedule B. Pathway participants may not transfer more than 50% of the credits required for completion of the SFC Program from TU. The attached Schedule B describes the nature and extent of value and assigned credits that student will receive for their TU courses **at SFC**.

Appointment of Instructors. All courses offered under this Agreement shall be TU courses and shall be taught by faculty holding appointment at and under the academic supervision of TU. The courses offered in conjunction with this award will adhere to the same academic standards as other TU courses and will be monitored by the Director of Education.

- 2.2 Course Schedules/Offerings. TU courses to be offered under this Agreement shall be as set forth at Schedule B annexed to this Agreement. Students who successfully complete these courses **will earn credit towards the SFC baccalaureate degree**, in accordance with its standards and practices.
- 2.3 Collection and Remission of Tuition Charges; Payment of Costs. SFC will collect the tuition and fees charged for the courses offered – at rates and fees set by SFC - under this Agreement in accordance with the tuition and fee schedule annexed hereto as Schedule C.

SECTION 3: PROGRAM PROMOTION AND RECRUITMENT

- 3.1 Responsibility for the promotion of and recruitment for this Pathway will be undertaken by appropriate personnel at SFC.
- 3.2 Specifically, SFC will:
 - 3.2.1 Be responsible for marketing, including the dissemination of promotional materials, brochures and marketing collateral related to this Agreement and

provided by TU. Any promotional materials must be previously approved by TU.

- 3.2.2 Promote TU Program in any publications and/or websites that discuss options and Agreements, and SFC's website(s) will have a link to TU Radiological Science landing page.
- 3.2.3 Provide a meeting space and process for a TU counselor to interact with currently enrolled SFC program students.
- 3.2.4 Provide information concerning the Pathway Program to interested and qualified students and shall not misrepresent any facet of the Pathway program, its fees, costs, requirements, policies or procedures.
- 3.2.5 Assist and advise its students in the registration process.

3.3 Specifically, TU will:

- 3.3.1 Host an orientation/registration program for incoming SFC students.
- 3.3.2 Make available an admissions counselor to advise incoming SFC students.

SECTION 4: SFC's RESPONSIBILITIES

SFC will:

- 4.1 Recruit students to the Pathway to pursue a curriculum approved by SFC and provided by TU as part of the BS Radiological Science degree program.
- 4.2 Allow students to receive credits at SFC upon satisfactory completion of each course at TU in accordance with its standards and practices and as set forth in this Agreement.
- 4.3 Inform SFC students that TU Program courses will be charged at the applicable SFC rates, including the fees routinely charged by SFC and any additional TU fees.
- 4.4 Allow SFC students to receive any applicable Student Aid from SFC for their approved courses at TU.
- 4.5 Ensure that their academic calendar aligns to TU such that students are not detrimentally impacted by gaps.
- 4.6 Require that each candidate execute a consent form for disclosure of personal and academic information and execute a FERPA waiver in favor of TU Administration so that TU may freely share information and results, as well as tracking and student progress.
- 4.7 Advise each candidate that he/she must meet the minimum standards that are required for registration as listed herein.
- 4.8 Execute and deliver in a timely fashion all documents necessary or required to effectuate the intent and the terms of this Agreement
- 4.9 Each semester, remit to TU \$6500 plus applicable TU fees for each SFC student participating in the Program within 10 days of the start of the semester.
- 4.10 It is expressly understood and agreed that TU shall not be responsible to register any student for which its tuition and fees have not been received.

SECTION 5: TU's RESPONSIBILITIES

TU will:

- 5.1 Provide courses, including all access and support necessary to participate in such courses, to eligible SFC students.
- 5.2 Provide support in evaluating and interpreting curricular requirements at the request of SFC.
- 5.3 Provide SFC with current copies of TU catalog, and student handbook, for distribution to registrants to the Program as a reference source for SFC academic advising office which shall not be used by SFC to Touro's competitive disadvantage.
- 5.4 Inform SFC periodically and upon request as to the number and status of registrants to TU pursuant to this Agreement.
- 5.5 Provide assessment data relevant to accreditation requirements and ongoing monitoring of achievement of student and program learning outcomes

SECTION 6: REPORTING REQUIREMENTS

- 6.1 For the purpose of determining the success of the program, SFC will provide TU after TU renders FERPA waivers, with aggregate data of completed coursework, information concerning grades, credits, cumulative and major GPAs, and available data for former SFC students taking courses at TU under this Agreement.
 - 6.1.1 TU will periodically provide information related to student success, including but not limited to whether students are dismissed from the program or withdraw from clinical courses.
- 6.2 SFC and TU will notify each other of any conflicts of interest or potential conflicts which may have an effect on this Agreement of which either Party becomes aware.
- 6.3 SFC and TU shall make available to one another, in writing, in a timely fashion, and when possible in advance, any changes in their respective programs and/or curriculum.

SECTION 7: GENERAL PROVISIONS

- 7.1 SFC expressly agrees that TU retains the right to deny registration, in its sole and absolute discretion, to any student even students that may seem otherwise qualified.
- 7.2 Neither TU nor SFC shall unlawfully discriminate against any candidate on the basis of race, religion, gender, sexual orientation, ethnicity, color, disability, age, national origin or any other legally protected class.
- 7.3 This Agreement and the Pathway shall be reviewed periodically by TU and SFC to evaluate the Pathway and policies, discuss any related problems, and make any necessary revisions to this Agreement.
- 7.4 TU and SFC shall inform one another, in writing, of the following changes: changes in the academic curriculum, and changes in availability of learning opportunities, that will adversely affect either academic preparation of students.

- 7.5 Tuition and fees/Withdrawal: All matters respecting registration, collection of tuition and fees, withdrawal from courses, and the packaging and award of student financial assistance, if any, shall be solely under the exclusive control, management and administration of SFC. TU expressly agrees that it shall not have any role or responsibility respecting such matters, nor shall it make any representations relative to any of such matters or the availability of financial aid to SFC students who are applying into the TU Program. Rather, TU shall refer to SFC all student requests for such information.
- 7.6 Nothing in this Agreement or the Programs shall be construed as transferring financial responsibility from one party to another. Each party shall pay its own costs associated with this Agreement.
- 7.7 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 SFC and TU, but is rather an Agreement by and between independent contractors.
- 7.8 This Agreement shall be effective upon its execution and shall continue for two years and will automatically renew for successive two (2) year periods thereafter, unless this Agreement is terminated under Sections 7.9 or 7.10.
- 7.9 Notwithstanding any contrary provision contained in this Agreement, either party may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other party, provided, however, that students then accepted via this Agreement shall be permitted to complete the Program notwithstanding such termination. Any termination will apply prospectively. In the event of termination, the parties shall cooperate in the winding-down process, including but not limiting to providing for the students, and the execution and delivery of all documents necessary or required in connection therewith, including documents relating to internet publications and material signage.
- 7.10 Either party may terminate this Agreement, for material breach of its obligations or any representation or warranty hereunder; such termination shall be effective in the event the non-breaching party fails or refuses to cure any claimed breach within ten (10) business days of receipt of written notice. Students then accepted via this Agreement shall be permitted to matriculate until the end of the Program notwithstanding such termination. Any termination will apply prospectively. In the event of termination, the parties shall cooperate in the winding-down process, including but not limited to providing for the students, and the execution and delivery of all documents necessary or required in connection therewith, including documents relating to internet publications and material signage.
- 7.11 The parties agree that the performance of this Agreement shall be governed by and subject to the applicable laws and regulations of the United States Department of

Education and the New York State Department of Education ("NYSED"), and by the standards and requirements of the Middle States Commission on Higher Education ("MSCHE") and Joint Review Committee on Education in Radiologic Technology ("JR-CERT"). In the event any part of this Agreement is determined by any accreditor or state agency to be contrary to applicable law or regulation, the parties shall in good faith seek to reform such term in keeping with the overall intent of this Agreement. If such reformation shall not be feasible, this Agreement shall terminate in accordance with Section 6.9, above.

- 7.12 The parties agree that, during the term of this Agreement and thereafter, they (a) will not use or permit the use of Confidential Information (as defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party; and (c) will limit access to Confidential Information to either SFC or TU personnel who need to know such information in connection with their work for SFC or TU. "Confidential Information" means TU Information he and Technology ("Touro IP") and all other information related to SFC or TU business, their students, FERPA, and its actual or anticipated research and development, including without limitation (i) academic information, including "student records" as defined in the Family Educational Rights and Privacy Act ("FERPA"), financial information, trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of SFC or TU's employees, contractors, and any other service providers of SFC or TU; and (iv) the existence of any business discussions, negotiations, or agreements between SFC or TU and any third party. Notwithstanding the foregoing, it is understood that SFC or TU is free to use information: (i) acquired prior to the date of this agreement, (ii) which is generally known in the trade or industry, information which is not gained as a result of a breach of this Agreement, or (iii) SFC's or TU's own skill, knowledge, know-how, and experience.
- 7.13 Notwithstanding the residency of the parties or any conflicts of law, the parties hereto hereby agree that (i) the laws of the State of New York shall govern the validity and the interpretation of this Agreement; and (ii) both parties hereby consent to the jurisdiction and venue of the Supreme Court of the State of New York, County of New York, in connection with any dispute relating to this Agreement or action brought to enforce its terms.
- 7.14 The parties agree and covenant that, with respect to any claim or action arising out of this Agreement, or the Programs, each party shall be liable only for payment of that portion of any and all liability, expenses, costs, demands, settlements, or

judgments resulting from the negligence, actions, or omissions of its own employees, officers, or agents.

- 7.15 Notice: Notices or communication required or permitted to be given under this agreement shall be in writing. All notices may be sent by electronic mail except for notice of breach or notice of termination, which shall be sent and deemed given to the respective parties on the date personally delivered or posted by certified mail to the following addresses, unless a different address is otherwise designated in writing in accordance herewith:

If to SFC:

179 Livingston Street

Brooklyn, NY 11201

Attn: Jennifer Lancaster, PhD
VP Academic Affairs

If to TU:

50 West 47th Street, 14th floor
New York, NY 10036

Attn: Michael Newman,
Senior Vice President

- 7.16 This Agreement is intended to be formed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this agreement and the application of such provision to the other person or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 7.17 No party to this agreement shall assign its rights or delegate its duties to any other person or entity. Any attempted assignment shall be void *ab initio*.
- 7.18 This Agreement and Schedules constitute the entire agreement between the parties hereto with respect to the subject matter hereof and it is understood and agreed that all undertakings and agreements heretofore had between the parties with respect to the subject matter of this agreement, oral and written, are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This agreement may only be modified by a subsequent written agreement executed and delivered by all parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

Touro University

By:

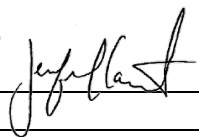


Name: Judah Weinberger

Title: Dean, NYSCAS, Touro University

St. Francis College

By:



Name: Jennifer Lancaster, Ph.D.

Title: Vice President of Academic Affairs/ Academic Dean

Schedule A

St. Francis College (“SFC”) mandatory prerequisite courses for admission to Touro University (“TU”) for this Program (to be completed prior to attending TU)

Semester	Duration
Fall Semester	September to December
Spring Semester	January to June
Summer	June to August (initial two weeks)

Completion of Requirements for Associates Degree:

- Minimum 2.0 GPA
- 48 General Education credits including:
 - BIO 1140/1141 Anatomy and Physiology I & II
 - PSY 1100 General Psychology
 - HS 1001 Health Issues
 - IT 1001 Computer Tools
 - Introduction to Physics
- 13 Liberal Arts Electives

All of these courses or labs must be taken before the student wishes to attend TU with no grade below C in any of these courses.

While students meeting the above requirements are given preference in the admissions process, enrollment in the Pathway is not a guarantee that the candidate will be granted admission to TU and final decisions will be solely at the discretion of TU. Students enrolled in the Pathway who do not meet or exceed the above standards may not be eligible to participate in this Program.

SFC acknowledges that its award of financial aid will take into account TU’s actual course delivery schedule and semester length.

Schedule B

List of Radiography Courses

Fall I

GRTN 101 – Principles of Imaging I – 3 credits
GHUN 150 World of Work - 2 credits
GPHN233 Biomedical Ethics – 3 credits
GSON 322 Sociology of Health – 3 credits

Additional Courses to be supplied by SFC to maintain full-time financial aid eligibility. Courses necessary for the program can be taken at TU, if needed.

Spring I

GRTN 103 - Radiation Protection – 2 credits
GRTN 141 - Radiographic Anatomy II - 3 credits
GRTN 131 - Radiographic Procedures I - 4 credits
GRTN 111 - Patient Care I - 3 credits
GRTN 102 - Principles of Imaging II - 2 credits
GRTN 151 - Radiation Physics I - 2 credits
GRTN 121 - Clinical Radiography I - 1 credits

Summer I

GRTN 122 - Clinical Radiography II - .5 credits
GRTN 132 - Radiographic Procedures II - 4 credits

Fall II

GRTN 112 - Patient Care II -3 credits
GRTN 142 - Radiographic Anatomy III – 3 credits
GRTN 123 - Clinical Radiography III – 1.5 credits
GRTN 133 - Radiographic Procedures III - 4 credit
GRTN 152 - Radiation Physics II - 2 credits

Spring II

GRTN 160 - Advanced Imaging - 3 credits
GRTN 161 - Radiation Biology -3 credits
GRTN 124 - Clinical Radiography IV – 1.5 credits
GRTN 162 - Comprehensive Review - 4 credits
GRTN 163 - Radiographic Pathology - 3 credits

Schedule C

FINANCIAL ARRANGEMENT

1.0 TUITION AND FEES

- 1.1 Students enrolled in the Degree Program at SFC shall at all times be considered full matriculated students of SFC. SFC shall be the home institution for all purposes, including financial aid.
- 1.2 Except as otherwise provided herein, all matters respecting collection of tuition and fees, withdrawal from courses, and the packaging and award of student financial assistance, if any, shall be solely under the exclusive control, management and administration of SFC. TOURO expressly agrees that it shall not have any role or responsibility respecting such matters, nor shall it make any representations relative to any of such matters or the availability of financial aid to the students who are applying to the PROGRAM.
- 1.3 Touro shall receive from SFC an amount equal to \$6,500 per semester for each participating full-time student as well as TU's applicable student fees (\$150 technology fee and \$150 administrative fee).
 - 1.3.1 Payment for each SFC student enrolled in the SFC Pathway Program will be submitted to TU no later than 10 days following the start of each term.
 - 1.3.2 Prior to the start of each semester, SFC will inform Touro in writing of which students are in financial good standing at SFC. Touro will only enroll those students on this list. SFC shall have no further obligation to Touro with respect to any student listed in such notice if Touro enrolls such student after receiving such written notice.
 - 1.3.3 SFC shall have no further payment obligation to Touro if Touro fails to withdraw a student after receiving such notice.
- 1.4 Touro shall not bill students directly for any additional tuition or fees, unless by written amendment to this agreement.
- 1.5 Touro agrees to engage in renegotiation discussions as necessary with SFC.