

ARTICULATION AGREEMENT

**Associate of Science Degree
Between**

**ST. FRANCIS COLLEGE
and
CENTER FOR ALLIED HEALTH EDUCATION**

This Articulation Agreement (the "Agreement") is made this 4th day of November, 2025 ("Effective Date"), by and between **ST. FRANCIS COLLEGE** ("SFC" or "College"), an education corporation chartered by the New York State Board of Regents, with offices located at 179 Livingston Street, Brooklyn, New York, 11201, and **CENTER FOR ALLIED HEALTH EDUCATION** ("CAHE"), a domestic limited liability company, with offices located at 1401 Kings Highway Brooklyn, New York 11229.

WHEREAS, SFC recognizes the value of the services that CAHE provides to the New York Community;

WHEREAS, both SFC and CAHE agree that providing additional educational opportunities to CAHE students will increase CAHE's effectiveness in bringing those services to the community;

WHEREAS, SFC and CAHE wish to explore the potential mutual benefits of an educational collaboration between the two Parties;

WHEREAS, as part of such exploration, the Parties wish to create a seamless academic pathway for qualified CAHE students to dually enroll at CAHE and also in SFC's Associate of Science degree; and

WHEREAS, an Associate of Science degree at SFC typically requires 60 credits;

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

I. Purpose

This Agreement stipulates the benefits to students who dually enroll at CAHE and enroll in SFC's Associate of Science (A.S.) degree programs. It also addresses the responsibilities of each institution to communicate these benefits to all relevant constituents for the purpose of facilitating an informed transfer process for all involved.

II. Eligibility and Admissions

- A. **"CAHE students"** as referred to herein: (i) maintain current enrollment at CAHE; and (ii) may have withdrawn from another college or university and seek admission to SFC to complete their A.S. Degree.
- B. Each CAHE student must meet SFC's admission requirements for the A.S. degree program. This Agreement is not a guarantee that all CAHE students will be granted acceptance or admission into a particular SFC degree program. All prospective CAHE students will be subject to the same standard admissions and registration processes as all other prospective students applying to SFC. SFC retains sole authority over admissions decisions.
- C. CAHE students seeking admission to SFC will follow the standard SFC transfer application process, including submission of an Application for Admission with the following accompanying records:
 1. Official copies of transcript(s) for all college work attempted (a catalog from the colleges/institutions previously attended may be requested in connection with SFC's

- evaluation of transfer credits);
 - 2. Final official high school transcript including graduation date or GED transcript; and
 - 3. Results of either the ACT or SAT I when required by the program for which the student is seeking admission. A student may be exempted from this requirement if they completed high school at least 10 years before the date of their transfer application to SFC.
- D. Notwithstanding any other provision in this Agreement, SFC is under no obligation to accept any CAHE student for enrollment, any course or matriculation into any degree program. All CAHE student admission and enrollment decisions will be made solely by the employees and officers of SFC and shall be final in all respects.
- E. To facilitate the process of admissions, SFC agrees to provide a designated Academic Advisor for CAHE students. Students may visit SFC's website at www.sfc.edu to assess A.S. degree requirements.
- F. SFC will coordinate with CAHE to schedule at least two on-the-spot admissions events per year, where students will be advised at CAHE about SFC's programs, admissions process, and financial aid.

III. Transfer of Credits

- A. All CAHE students will be evaluated for transfer credit eligibility on a case-by-case basis and in accordance with SFC's transfer credit policies. SFC will aim to accept the maximum number of credits previously awarded by CAHE and/or other accredited institutions toward their SFC degree subject to the following:
- 1. SFC may accept a maximum of 32 credits toward an SFC A.S. degree.
 - 2. As is standard practice, all students are assessed on a case-by-case basis, since individual academic and experiential learning backgrounds vary.
 - 3. SFC may offer credits to students who qualify for work/life experience via Prior Learning Assessment through standardized examinations (i.e., CLEP, DSST, CXC, etc.), military training, foreign coursework, and/or portfolio submission and review in accordance with SFC policy.
 - 4. All students must complete a minimum of 25 credits at SFC to be conferred an undergraduate degree by SFC.
 - 5. Transfer credits for courses completed 10 or more years ago may be subject to approval.
 - 6. SFC will accept transfer credits only for courses appropriate to the curriculum selected at SFC and where records show course grades equivalent to or higher than the SFC grade of C.

IV. SFC Responsibilities

- A. SFC will collect all applicable tuition and fees directly from CAHE students who enroll at SFC.
- B. SFC will provide the same comprehensive services to CAHE students who attend SFC as available to every SFC student, including but not limited to:

1. Academic advisement;
 2. Integrated online library services; and
 3. Online orientations and webinars.
- C. CAHE students who have been accepted and enrolled in an SFC A.S. degree program and have paid their tuition deposit 30 days prior to the start of each term will receive priority SFC registration.
- D. SFC will promote this Agreement in its publications and website.
- E. All CAHE students shall be subject to all SFC academic policies and all other legally applicable regulations and policies.

V. CAHE Responsibilities

- A. CAHE agrees to provide counseling and advisement to students and prospective students about this Agreement and the inherent benefits.
- B. CAHE will promote SFC in publications and/or websites that discuss transfer options and agreements, and CAHE website(s) will have a link to SFC. CAHE will also distribute and make available any appropriate SFC printed materials.
- C. CAHE will be responsible for the packaging and awarding of financial aid in accordance with CAHE's financial aid policies and procedures. SFC may not award financial aid to CAHE students under this Agreement.
- D. CAHE will provide SFC with Official Transcripts, quarterly, for each dually enrolled student to help facilitate transfer credit for coursework completed at CAHE.

VI. Joint Responsibilities

- A. SFC and CAHE agree to cooperate in communicating with each other and with their respective constituents about the relationship between the two institutions.
- B. Faculty and staff at both institutions will share the information provided in this agreement with interested and qualified students.
- C. An administrator from SFC will implement this agreement at SFC and communicate changes to those parties to whom the Information is pertinent. The same will be true at CAHE.
- D. For illustration purposes, a basic workflow of the Agreement is available in Exhibit A.

VII. Tuition and Scholarships

- A. For the duration of the SFC A.S. dual-degree program, students shall be considered fully enrolled and matriculated at CAHE. CAHE shall be the home institution for all purposes, including financial aid.

- B. All matters with respect to packaging and awarding of student financial assistance, if any, shall be solely under the exclusive control, management and administration of CAHE. SFC expressly agrees that it shall not have any role or responsibility respecting such matters, nor shall it make any representations to the availability of financial aid to CAHE students who are applying into the SFC A.S. Degree program. Rather, SFC shall refer to CAHE all student requests for such information.
 - C. CAHE students shall pay all tuition and fees for SFC courses directly to SFC. Tuition shall be set at \$475 per credit for CAHE students enrolled in SFC A.S. degree programs. All tuition and fees must be paid in full or the CAHE student must be enrolled in an SFC approved payment plan no later than the close of SFC's drop/add period for the semester. Any student who has not paid the tuition due for the semester or enrolled in a payment plan by such due date shall not be permitted to enroll in classes for the following semester until the amount of any past due payment has been received.
 - 1. Upon enrollment in an SFC A.S. degree program, all CAHE students sign a credit card authorization form providing a valid credit card number and authorizing SFC to charge the student's unpaid tuition to such credit card on date of the close of the drop/add period in the event that the student has not either paid tuition due for the semester in full or enrolled in a payment plan by such date.
 - 2. CAHE agrees to assist SFC in any and all available remedies to collect tuition.
 - D. SFC will not award financial aid to CAHE students under this Agreement. SFC shall not bill students directly for any additional tuition or fees, unless by written amendment to this Agreement.
 - E. CAHE students who receive the rate of \$475 per credit hour are not eligible for additional need-based or institutional aid / scholarships at SFC.
- VIII. Non-Enrolled Students.** CAHE students not enrolled at SFC under this Agreement who wish to take classes at SFC without pursuing a degree from SFC may do so at the rate of \$675 per credit, which represents a \$300 discount on the normal rate of \$975 per credit.
- IX. Term and Termination**
- A. The term of this Agreement shall begin on the Effective Date and shall continue until either SFC or CAHE elects to terminate this Agreement in accordance with Paragraph IX(B) or Paragraph VIII(C).
 - B. Termination for Cause. SFC or CAHE shall have the right to terminate this Agreement immediately for Cause upon written notice to the other party. Termination for cause shall occur if there is a material breach of this Agreement. A material breach includes, but is not limited to, the misappropriation of funds; failure to comply with terms of this Agreement; misuse of Parties proprietary information; misrepresentation of the relationship to third parties; or use of either Parties curriculum without prior authorization.
 - C. Termination for Convenience. Either Party may terminate this Agreement for any reason upon

providing 30 days prior written notice to the other Party.

- D. The early termination of this Agreement shall not affect any CAHE students enrolled at SFC in good academic standing at the time of such termination; such students shall be permitted to complete their degrees. In the event it is decided at any time to modify or terminate this agreement, commitments made to individual students already in the program will continue in effect for the terms applicable at the time the student enrolled in the program.

X. Promotion/Use of Name, Logo and Other Service Marks.

The Parties agree that neither Party shall use the name, logo, trademarks or any other service marks of the other for any reason or make any announcement or promotion, including on social media, related to this Agreement without the prior written consent of the other Party.

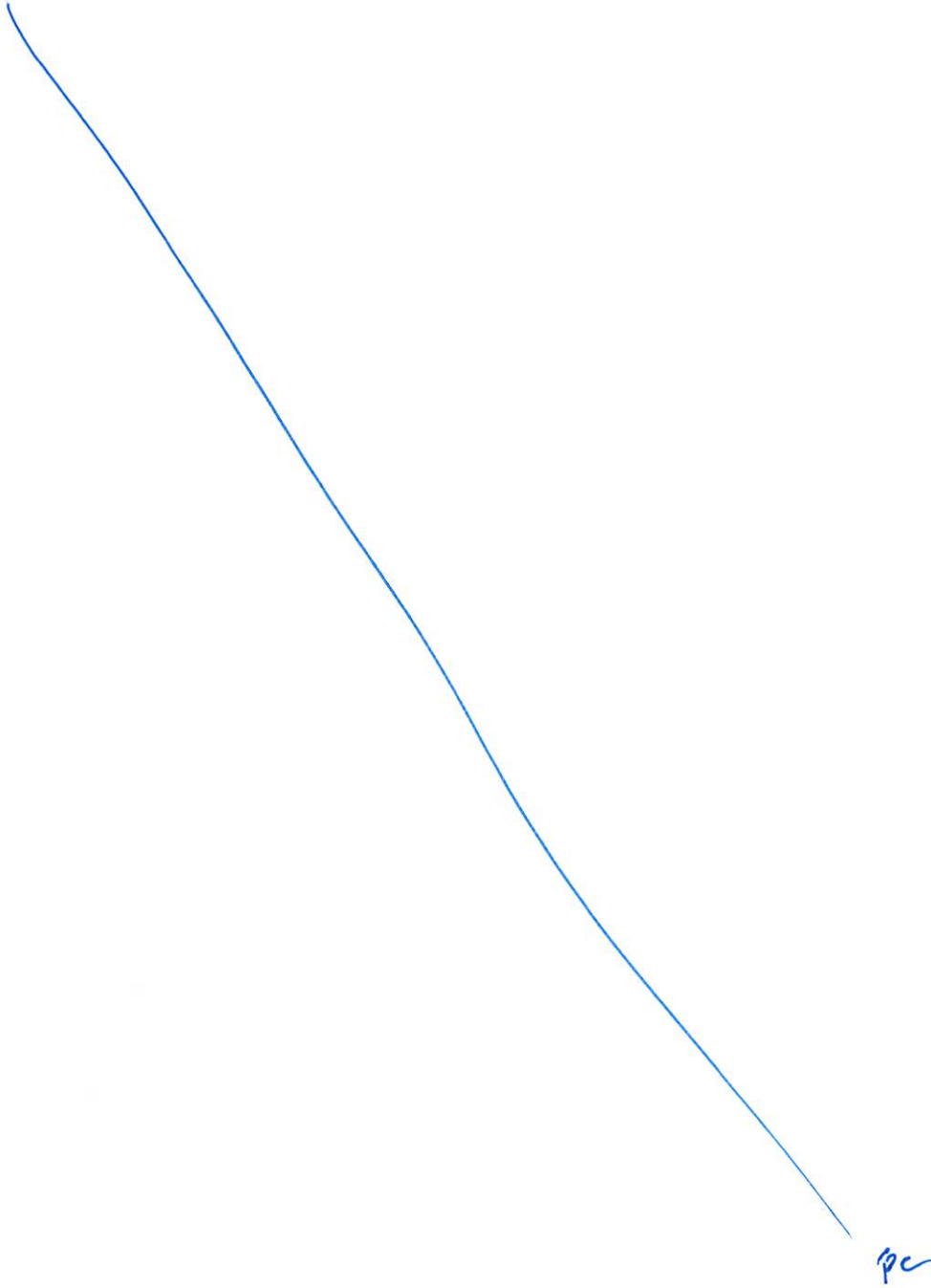
XI. General Provisions

- A. **Governing Law/Venue.** This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflict of laws principles. The Parties agree that any dispute arising under this Agreement shall be brought in the federal or state courts located in Kings County, New York.
- B. **Compliance with Laws.** In carrying out their responsibilities under this Agreement herein, the Parties shall comply with all applicable federal, state, and local laws, regulations, and governmental orders. The Parties agree that at no time will they discriminate against any employee, applicant, or student because of race, color, creed, sex, national origin, age, disability, marital status, sexual orientation, veteran status, or on the basis of any other protected status under New York State or federal law.
- C. **Independent Contractor.** Each party is an independent contractor and not an agent or partner of, or joint venturer with, the other party for any purpose other than as set forth in this Agreement. Neither of the parties by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- D. **Confidentiality.** The Parties acknowledge and agree that the terms of this Agreement and all information provided to or in connection with either Party's performance under this Agreement will be considered confidential and proprietary information (the "Confidential Information") and will not, except as expressly permitted hereunder, be disclosed to any third-party, without the prior written consent of the Party providing the Confidential Information. A Party receiving such Confidential Information will use the Confidential Information only for the purpose of performing the terms of this Agreement or as otherwise permitted hereunder.
- E. **Indemnification.** To the fullest extent permitted by law, CAHE shall defend, indemnify, and hold harmless the College and its trustees, officers, agents, and employees from all suits, actions, claims, damages, losses and expenses of any character, name, or description including but not limited to reasonable attorneys' fees, arising out of or in any way resulting from the negligent performance of the Services hereunder or any breach of this Agreement by CAHE.

To the fullest extent permitted by law, SFC shall defend, indemnify, and hold harmless the CAHE and its trustees, officers, agents, and employees from all suits, actions, claims, damages, losses and expenses of any character, name, or description including but not limited to reasonable attorneys' fees, arising out of or in any way resulting from the negligent performance of the Services hereunder or any breach of this Agreement by SFC.

XII.

- A. **Third Party Beneficiaries.** Except as contemplated herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person not a party hereto any rights or remedies under or by reason of this Agreement.
- B. **Assignability.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party. This Agreement and all of the obligations and rights herein established shall extend to and be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties hereto.
- C. **Counterparts/Electronic Signature.** This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement. Delivery of a copy of this Agreement by electronic transmission (including facsimile, portable document format (.pdf) via email delivery, or by any other electronic means intended to preserve the graphic and pictorial appearance of a document) shall have the same effect as physical delivery of the paper document bearing the original signature.
- D. **Entire Agreement; Amendment; Severability; Waiver.** This Agreement, together with an schedules or exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any previous agreements and understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing executed by both Parties. In the event that any provisions or portions of this Agreement are held unenforceable or invalid in any jurisdiction, the validity and enforceability of the remainder of the provisions of this Agreement shall not be affected thereby. The failure of either Party to enforce any provision hereof shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with the Agreement.
- E. **Regulatory.** 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 IX above.
- F. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, email, or by registered or certified mail, return receipt requested, to the following addresses:



If to CAHE: Jerry Rozenberg
President & CEO
Center for Allied Health Education
1401 Kings Hwy
Brooklyn, NY 11229
Phone: (917) 613-9401
Email: JRozenberg@centereducation.org

If to College: Timothy Cecere
President
St. Francis College
179 Livingston Street, Rm. 7114A
Brooklyn, NY 11201
Phone: (917) 842-8020
Email: tcecere@sfc.edu

CC: Hayley B. Dryer, Esq.
Senior Vice President and General Counsel
179 Livingston Street, Room 7114
Brooklyn, NY 11201
Phone: (516) 637-8350
Email: Hdryer@sfc.edu

Notices shall be effective (a) if personally or overnight service delivered, upon delivery, (b) if emailed, on the date of transmission with proof of transmission retained by the sender, or (c) if mailed, five days after mailing. Either Party may change its designee or address for notices from time to time in accordance with this section.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

Agreed and accepted by:

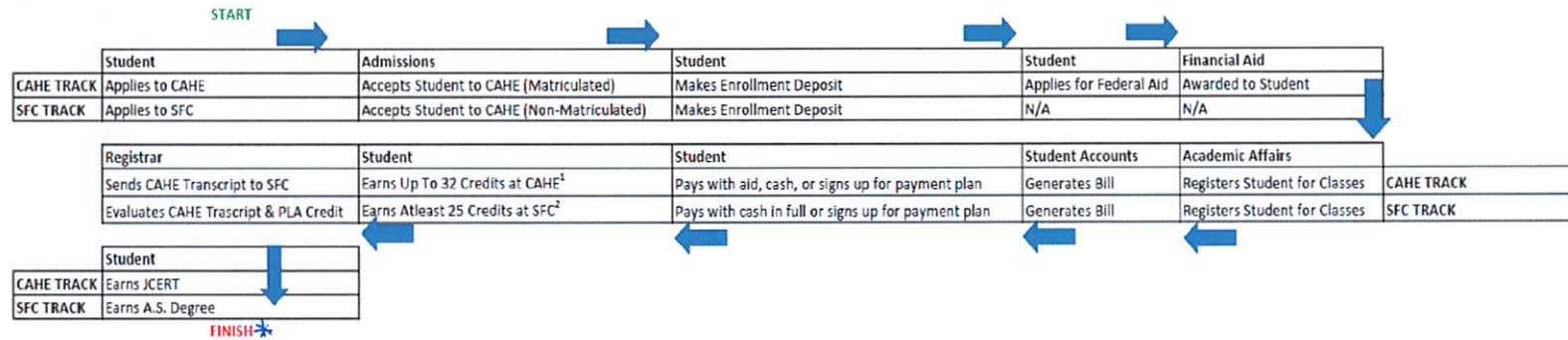


Timothy Cecere
President
St. Francis College
Date: November 4, 2025



Jerry Rozenberg
President & CEO
Center for Allied Health Education
Date: November 3, 2025

EXHIBIT A



¹ SFC May accept a maximum of 32 credits toward an SFC A.S. degree

² All students must complete a minimum of 25 credits at SFC to be conferred an SFC undergraduate degree

* Students may receive a Bachelor of Science (BS_PST, BS-Health Care Professions, etc.), as several could have already earned an associate degree prior to transfer.

PC
OK
11/4/25

11/4/25