

**EDUCATIONAL AFFILIATION AGREEMENT  
BETWEEN  
CENTER FOR ALLIED HEALTH EDUCATION  
AND  
ST. FRANCIS COLLEGE**

**THIS AGREEMENT**, made this 16<sup>th</sup> day of July, 201~~8~~ by and between **CENTER FOR ALLIED HEALTH EDUCATION**, ("CENTER"), a New York State Department of Education Bureau of Proprietary School Supervision Licensed Private Career School, with its principal place of business located at 1401 Kings Highway, Brooklyn, NY, 11229 and **ST. FRANCIS COLLEGE** ("AFFILIATE"), a not-for-profit organization and existing under the laws of the in which it is situated, and with its principal place of business located at 180 Remsen Street, Brooklyn, New York 11201.

**WHEREAS**, CENTER has a New York State Department of Education and New York State Department of Health approved and JRCERT accredited program in Diagnostic Medical Sonography ("PROGRAM"); and

**WHEREAS**, AFFILIATE is a degree granting institution which has an educational program leading to the award of a Bachelor's Degree for students successfully completing a two year program in Radiologic Technology at an approved and accredited institution; and

**WHEREAS**, Both parties are desirous of establishing a "two plus two" (2+2) relationship whereby the AFFILIATE'S students may receive two years of instruction in CENTER'S PROGRAM and after successful completion of CENTER'S PROGRAM shall be awarded the AFFILIATE'S appropriate Bachelor's Degree.

**WHEREAS**, the purpose of this Agreement is to stipulate the nature of the services to be provided by, as well as the rights and obligations of, each party

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this agreement, it is agreed as follows:

**1.0 RESPONSIBILITIES of the AFFILIATE**

- 1.1 The AFFILIATE shall assume responsibility for the planning and execution of the first two years of course work, which students take at the AFFILIATE. The AFFILIATE sets their own policy as to academic requirements, matriculation, graduation, and degree granting.
- 1.2 The AFFILIATE shall conduct a preliminary screening of students and will refer to CENTER only those students that the AFFILIATE deems qualified for the PROGRAM.
- 1.3 AFFILIATE shall have qualified students who are interested in attending CENTER'S PROGRAM make application to the PROGRAM.
- 1.4 The AFFILIATE shall credit the student, upon satisfactory completion of the PROGRAM, with a Bachelor's Degree. The awarding of this degree shall not be contingent upon passing a licensure or certification examination.

- 1.5 The AFFILIATE shall determine how the student's two-years of clinical education and training appears on the AFFILIATE's transcript.

## **2.0 RESPONSIBILITIES of CENTER**

- 2.1 CENTER shall assume sole responsibility for the planning and execution of the didactic and clinical education and training of its PROGRAM.
- 2.2 CENTER may choose to accept or reject applicants from AFFILIATE at its sole discretion.
- 2.3 This agreement is a non-exclusive contract and permits the CENTER to accept students from other educational institutions.
- 2.4 CENTER reserves the right to dismiss any student it determines unacceptable based on its published student policies.

AFFILIATE's students shall comply with all of CENTER'S policies including but not limited to admission requirements, Satisfactory Academic Progress policies and graduation requirements.

## **3.0 BILLING of TUITION AND FEES**

- 3.1.1 CENTER shall bill the AFFILIATE for 90% of AFFILIATE's tuition. AFFILIATE will be billed on day one of Quarter 1, Quarter 3, Quarter 5 and Quarter 7. AFFILAITE shall be the home institution for financial aid.
- 3.1.2. CENTER shall bill the students directly for CENTER's program fees.

## **4.0 INSURANCE**

- 4.1.1 CENTER shall procure and maintain, at its sole expense, comprehensive general liability insurance and professional liability (malpractice) insurance, both on an occurrence basis, with New York State approved insurance carriers, covering its Participants, instructors, Faculty, and employees. Such professional liability (malpractice) insurance shall have limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and upon request shall name the AFFILIATE as an additional insured.
- 4.1.2 CENTER shall provide AFFILIATE with certificate(s) or other appropriate evidence of the insurance coverage required herein, upon request.
- 4.2.1 AFFILIATE shall procure and maintain, at its sole expense, comprehensive general liability insurance on an occurrence basis, with a New York State approved insurance carriers, covering its Participants, instructors, faculty, and employees. Such insurance shall have limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and shall name CENTER as an additional insured.
- 4.2.2 AFFILIATE shall provide CENTER with certificate(s) or other appropriate evidence of

the insurance coverage required herein, upon request

## **5.0 INDEMNIFICATION and HOLD HARMLESS**

- 5.1 CENTER shall defend, indemnify and hold harmless, AFFILIATE, its trustees, directors, officers, employees, medical staff, servants, agents and independent contractors from and against any and all claims, liability, losses, damages, demands, lawsuits, settlements, judgments and expenses (including reasonable attorneys' fees), arising directly or indirectly out of any act or omission, negligence or otherwise, or any volunteer, employee, representative or agent of CENTER, as it relates to the activities covered by this agreement..
- 5.2 AFFILIATE shall defend, indemnify and hold harmless CENTER, its trustees, directors, employees, officers, medical staff, servants, agents, and independent contractors from and against any and all claims, liability, losses, damages, demands, lawsuits, settlements, judgments and expenses (including reasonable attorneys' fees) due to property damage or personal injury arising directly or indirectly out of any negligent act or omission, of any volunteer, employee, representative or agent of AFFILIATE as it relates to the activities covered by this agreement.
- 5.3 Neither party to this agreement forfeits any defense as pertains to this Article as allowed by law, statute, and/or administrative regulations.

## **6.0 TERM and TERMINATION**

This Agreement shall be effective upon its execution and shall automatically renew for successive two-year terms. Either of the parties to this Agreement may terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the other party. Such termination shall not take effect with respect to students already participating in the educational program until the completion of their clinical education and training.

## **7.0 INDEPENDENT CONTRACTORS**

Students shall in no way be considered servants, contractors, agents, or employees of CENTER or AFFILIATE. Students shall not be entitled to any remuneration from CENTER or AFFILIATE, or to fringe benefits, workers' compensation, disability or other rights and benefits normally afforded employees of CENTER or AFFILIATE.

## **8.0 NON-DISCRIMINATION**

Neither party shall discriminate against any student based on race, color, disability, national origin, creed, sex, sexual orientation, age, marital status, genetic predisposition, carrier status, or any other protected classification under local, state and federal laws.

## **9.0 COMPLIANCE with APPLICABLE LAWS, RULES and REGULATIONS.**

- 9.1 In connection with the performance of this Agreement, both parties shall comply with all federal, state, and local laws, rules and regulations binding on that party.
- 9.2 Notwithstanding any other provision to the contrary in this Agreement, both parties are responsible for ensuring that any service provided pursuant to this Agreement complies

with all applicable provisions of federal, state and local statutes, rules and regulations.

**10.0 NON-ASSIGNABILITY.**

CENTER shall be permitted to assign, sublet, subcontract, or otherwise dispose of this Agreement, or any right, duty or interest herein, to a related third party, without the prior written consent of the other party. No assignment, subcontracting, subletting, or other such disposition of this Agreement by either party shall relieve that party of its commitments hereunder.

**11.0 NOTICE.**

All notices of any nature referred to in this Agreement shall be in writing and sent by email with confirmation of transmittal or registered & certified mail, , to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To CENTER:

1401 Kings Highway  
Brooklyn, NY 11229  
Attention: Sarah Bokow  
Title: Assistant Director  
E-mail: [sbokow@cahe.edu](mailto:sbokow@cahe.edu)  
Fax: (718) 645-3533

To AFFILIATE:

St. Francis College  
150 Remsen Street  
Brooklyn Heights, NY 11201  
Att: Jennifer M. Lancaster  
Title: VP Academic Affairs  
E-mail: jlancaster@stf.edu  
Fax: (718) 624-6692

**12.0 ENTIRE AGREEMENT.**

This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.

**13.0 SEVERABILITY.**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**14.0 MUTUAL COOPERATION.**

The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest services to the public.

**15.0 COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute a single instrument.

**16.0 USE OF NAME**

Neither party shall have the right to use the name of the other party or its affiliates for any purpose, in any format, without the prior written consent of the party whose name is to be used, in each instance, with the exception that both parties to this agreement are permitted to include without each other's prior approval in their school catalogue, handbooks, brochures and website, identifying this relationship and all necessary information to effectively communicate same.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written below:

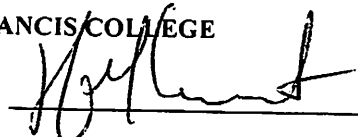
ST. FRANCIS COLLEGE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
7-16-2018  
Jennife M. Lancaster  
VP Academic Affairs

CENTER FOR ALLIED HEALTH EDUCATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Jerry Rozenberg

Title: President & CEO