

**TEACH-OUT AGREEMENT
BETWEEN
LOURDES UNIVERSITY
AND
Mercyhurst University**

This Teach-Out Agreement (the “Agreement”) is made and entered into as of the 1st day of March, 2026 (the “Effective Date”), by and between Lourdes University (“Lourdes”), a nonprofit corporation, and Mercyhurst University (“MU”). Each of Lourdes and MU are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lourdes is regulated by the Ohio Department of Higher Education (“ODHE”), accredited by the Higher Learning Commission (“HLC”), an accreditor recognized by the U.S. Department of Education (“ED”), and certified by ED for participation in the federal student aid programs authorized by Title IV of the Higher Education Act of 1965, as amended (“Federal Student Aid”); and

WHEREAS, MU is regulated by the Commonwealth of Pennsylvania Department of Education (“state agency”), accredited by the Middle States Commission on Higher Education (“accreditor”), an accreditor recognized by the U.S. Department of Education (“ED”), and certified by ED for participation in the federal student aid programs authorized by Title IV of the Higher Education Act of 1965, as amended (“Federal Student Aid”); and

WHEREAS, Board of Trustees of Lourdes has determined, in light of Lourdes’s financial and enrollment projections, that it is in the best interests of Lourdes’s students for Lourdes to cease academic instruction at the end of the 2025-2026 academic year and provide its current and admitted students with uninterrupted pathways to complete their educational programs and obtain degrees; and

Lourdes has developed a teach-out plan to provide students with opportunities for degree completion (the “Teach-Out Plan”); and

WHEREAS, MU has the ability and resources to provide certain educational programs that are registered with appropriate state regulators and are reasonably similar in content, structure, and scheduling as those provided by Lourdes; and

WHEREAS, the Parties have agreed to enter into this Agreement for the purpose of providing Lourdes’s students with the option of completing certain programs of study at MU and

WHEREAS, Lourdes and MU intend to apply for and obtain all necessary regulatory and accreditor approvals to implement this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties intending to be legally bound, agree as follows:

1. MU has the necessary experience, resources, and support services to remain stable, carry out its mission, and meet all obligations to its existing students.
2. MU would be a suitable institution for certain Lourdes students to complete their current programs of study and obtain educational services, and presents a reasonable alternative pathway.
3. This Agreement and the Parties' respective obligations hereunder are subject to the Parties' receipt of all applicable regulatory and accreditor approvals, including without limitation approval from all appropriate state agencies & accreditors, including ODHE, HLC, and USDOE, (collectively, the "Regulatory Approvals").
4. MU agrees to obtain all necessary licenses, programmatic accreditations and/or other regulatory approvals to offer the programs listed on Schedule A (the "Programs") if such approvals are not already held by MU.
5. As much as is practically feasible, the Parties shall work together to coordinate the efficient and effective transfer of Lourdes students who choose to apply for admission to MU in the Programs.
6. MU agrees to the following:
 - a. All currently enrolled Lourdes students, or those on an approved leave, will be considered transfer students by MU. Any admitted incoming Lourdes undergrad or graduate student shall be eligible for admission to MU. All current and/or previously admitted Lourdes students who choose to attend MU pursuant to this Agreement shall hereinafter be referred to as "Lourdes Students."
 - b. Lourdes Students who attend MU will be treated in an equitable manner and will be provided with academic, administrative, and student support services and assistance to ease their transition from Lourdes to MU and throughout their academic experience at MU.
 - c. Lourdes Students who attend MU will have full access to all MU facilities and will otherwise enjoy the same rights and privileges as MU students.
 - d. Lourdes Students will be given equal consideration for student housing, the opportunity to participate as resident assistants, to participate in clubs, student government, and other forms of student life as MU students, and the opportunity to try out for student athletics and to participate in clubs, student government, and other forms of student life.

- e. Upon matriculation to MU, Lourdes Students will be afforded the same care and consideration provided to all other MU students.
- f. MU agrees to waive all admission, enrollment, and/or transfer application fees for all Lourdes Students matriculating at MU under this Agreement.
- g. To the extent permitted by applicable law, MU will accept all credits previously earned by Lourdes Students and shall waive any applicable residency requirements with respect to each Lourdes Student, including any requirements that students complete a certain number of credit hours at MU.
- h. MU will, to the greatest extent practicable, ensure that Lourdes Students receive the benefit of any required clinical rotations, internships, or other program elements necessary for continued academic progress and graduation. To the extent MU is unable to do so, it shall use its best efforts to provide suitable replacements for Lourdes Students in a manner that will not delay such Lourdes Students' graduation.
- i. MU's obligations under this Agreement do not extend to any matters not explicitly covered by this Agreement. MU assumes no responsibility for any issues or matters associated with Lourdes's closure, disposition of assets, financial aid responsibilities, legal requirements related to closure or any other matters in any form whatsoever associated with Lourdes's closure.
- j. MU will undertake its commitments and obligations described herein at no cost to Lourdes.
- k. MU agrees to offer Lourdes Students admitted and enrolled by MU in accordance with this Agreement, or any other students covered by this Agreement, the lower of (i) the tuition that such students would have paid to Lourdes, (ii) or the tuition charged by MU for the duration of the student's enrollment in an academic program there.
- l. MU will review and assess all bona fide financial aid offers, scholarships, or other financial aid packages previously awarded or committed to Lourdes Students by Lourdes in order to determine whether MU can honor such awards. In order to expedite such review and assessment, relevant information shall be provided to MU by Lourdes as soon as reasonably practical following the execution of this Agreement.
- m. MU admissions or financial aid staff will provide Lourdes Students with financial aid counseling, and such students who qualify will be eligible to apply for grants and/or scholarships offered at MU.
- n. MU shall provide Lourdes with any list related to Lourdes's students that Lourdes shall reasonably request, including, but not limited to, lists of students who have (i)

applied to MU; (ii) been admitted to MU; or (3) deposited funds with MU or signed up for classes for the upcoming academic period.

7. Lourdes agrees to the following:

- a. To the extent practicable, Lourdes will assist MU in facilitating the transfer of Lourdes Students to MU and shall direct all inquiries about the opportunity to transfer to MU to such office and/or website address as MU designates.
- b. Lourdes will provide counseling and cooperate with MU to schedule information sessions for Lourdes students to become familiar with transfer opportunities and requirements at MU.
- c. Lourdes shall provide Lourdes students with guidance with respect to their academic and financial aid standing so they may fully evaluate their opportunities to transfer to MU.
- d. Lourdes shall coordinate arrangements with appropriate agencies to transfer financial aid grants. If such arrangements cannot be completed, Lourdes shall fully inform its students.
- e. Lourdes Students will request official transcripts through Lourdes' normal process and will request to have them transmitted to MU.
- f. Lourdes shall direct all inquiries about the opportunity to transfer to Mercyhurst University to such office and/or website address as MU designates.
- g. Lourdes shall, to the extent possible, assist MU in obtaining the transfer of any clinical placement or internship sites and relationships in order to better facilitate the transfer of Lourdes Students requiring such clinical placements or internships.

8. Miscellaneous

- a. The provisions of this Agreement, which supersedes all prior drafts, agreements, and understandings, oral and written, shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the State of Ohio.
- b. This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format (pdf)), each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- c. No party hereto may waive, modify, or assign its rights or obligations hereunder, without the prior written consent of each of the other parties hereto. This

Agreement shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

- d. The Parties will maintain and make available to each other any financial aid records and/or other records required to conduct any audits (annual audits, close-out audits) required by law or regulations.
- e. The Parties will comply with all applicable federal, state, and local laws, rules, and regulations respecting the confidentiality of student's educational records and personally identifiable information (collectively, "Student Records"), including, without limitation, the Family Educational Rights Privacy Act of 1974 ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Without limiting the foregoing, the Parties covenant and agree to exercise diligence in protecting and safeguarding Student Records, as well as any other information protected from public disclosure by applicable federal or state law. Each Party covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any Student Records, but instead will use that information only for the purposes contemplated hereunder. Further, each Party covenants and agrees that it will not disclose any Student Records to any third party except as may be required in the course of the Agreement hereunder and for a legitimate educational interest or as otherwise allowed or required by law.
- f. The Parties agree to exclusively submit any dispute under this Agreement to binding arbitration before the American Arbitration Association in Ohio before a panel of three arbitrators, with the costs of such arbitration shared equally between the parties but each party bearing its own attorneys' fees.

[Signature Page Follows]

LOURDES UNIVERSITY

By: Sister Nancy Linenkugel, OSF, DM
Name: Sister Nancy Linenkugel, OSF, DM
Title: President

Mercyhurst University

By: Kathleen A. Getz
Name: Kathleen Getz, Ph.D.
Title: President

Schedule A

Programs

Degree Program	Institutional Alignment
Associate in Arts in Business	Matching Program
Associate of Arts in Art	No Match
Associate of Arts in Theological Studies	No Match
Bachelor of Arts in Art	Matching Program
Bachelor of Arts in Biology	Matching Program
Bachelor of Arts in Criminal and Social Justice	Similar Program
Bachelor of Arts in Criminal Justice and Psychology	Similar Program
Bachelor of Arts in Criminal Justice and Social Work	Similar Program
Bachelor of Arts in Digital and Media Studies	Similar Program
Bachelor of Arts in Educational Studies	Similar Program
Bachelor of Arts in Elementary Education with Dual Licensure Pre K-5	Similar Program
Bachelor of Arts in English	Matching Program
Bachelor of Arts in Environmental Studies	Matching Program
Bachelor of Arts in History	Matching Program
Bachelor of Arts in Individualized Studies	Matching Program
Bachelor of Arts in Intervention Specialist:K-12 Mild to Moderate	Similar Program
Bachelor of Arts in Middle Childhood Education	Similar Program
Bachelor of Arts in Primary Education	Similar Program
Bachelor of Arts in Psychology	Matching Program
Bachelor of Arts in Social Work	No Match
Bachelor of Science in Accounting	Matching Program
Bachelor of Science in Adolescence to Young Adult Education	Similar Program
Bachelor of Science in Biology	Matching Program
Bachelor of Science in Business Administration	Matching Program
Bachelor of Science in Business Administration CBE	Similar Program
Bachelor of Science in Business Analytics	Similar Program
Bachelor of Science in Computer Science	Similar Program
Bachelor of Science in Cybersecurity	Matching Program
Bachelor of Science in Exercise Science	Matching Program
Bachelor of Science in Human Resource Management	Matching Program
Bachelor of Science in Marketing	Matching Program
Bachelor of Science in Nursing Traditional	Matching Program
Bachelor of Science in Public Health	No Match
Bachelor of Science in Sport Management	Matching Program
Doctor of Nursing Practice - Nurse Anesthetist	No Match
Master of Business Administration	No Match
Master of Education in Educational Leadership	No Match
Master of Education in Special Education - Mild to Moderate	Similar Program
Master of Education in Special Education Mild to Moderate with Initial Licensure	Similar Program
Master of Education in Teaching & Curriculum with Reading Endorsement	Similar Program
Master of Organizational Leadership	Matching Program
Master of Science in Nursing: Direct Entry	No Match