

**TEACH-OUT AGREEMENT BETWEEN
UNIVERSITY OF TOLEDO
AND
LOURDES UNIVERSITY**

This Teach-Out Agreement (“**Agreement**”), dated March 6, 2026, is by and between The University of Toledo (“**UT**”), an Ohio public educational institution, and Lourdes University (“**Lourdes**”), an Ohio not-for-profit educational corporation, referred to individually as a “**Party**” or collectively as “**the Parties**”.

RECITALS

WHEREAS, Lourdes and UT are both institutes of higher education accredited by the Higher Learning Commission (HLC), an accreditor recognized by the U.S. Department of Education (ED), eligible to participate in the ED’s Title IV financial aid programs and authorized by the Ohio Department of Higher Education (ODHE).

WHEREAS, Lourdes will cease offering academic programs at the end of the 2025 – 2026 academic year, and desires to develop specific plans for providing appropriate and reasonable ways for its students to complete their degree programs.

WHEREAS, the purpose of this Agreement is to ensure the equitable treatment of students currently enrolled in certain programs at Lourdes and to ensure a reasonable opportunity for such students to complete their programs of study at UT.

WHEREAS, options for a school that has lost degree granting authority include entering into a teach-out agreement with another accredited institution or other appropriate academic program change of control arrangement that will provide reasonable avenues for affected students to pursue their education.

WHEREAS, the Parties agree for the purposes of this Agreement, “**Students**” and “**Teach-Out Students**” shall mean any student actively enrolled, including actively enrolled students who are officially on leave, at Lourdes in the Fall 2025 or Spring 2026 semester, and those Lourdes undergraduate students who have been accepted to a Lourdes graduate program. The names of all Teach-Out Students shall be provided in Appendix A to this Agreement, which will be added to this Agreement once Appendix A is completed and fully executed by Parties.

WHEREAS, for the purpose of providing Lourdes’ students with an option for pursuing their education in an uninterrupted manner the Parties desire to enter into this Agreement.

AGREEMENT

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

1. Consistent with regulatory and accreditation requirements for a teach-out, the Parties agree that UT is the primary teach-out partner for those Lourdes programs that have been determined by both Parties to align with current UT offerings (which programs are identified in the Appendix B to this Agreement) and programs for which UT is able to obtain appropriate regulatory approval in the future to extend pursuant to this Agreement, as well as other appropriate academic transfers or program change of control arrangements (the “**Teach-Out Programs**”). UT can provide assistance to Lourdes in finding other teach-out partners to teach programs not offered by UT, upon request of Lourdes.
2. It is expressly understood that UT’s status as the primary teach-out partner for the Teach-Out Programs has been determined to be in the best interests of Lourdes’ students. UT has the necessary experience, resources, and support services to provide an educational program that is of acceptable quality for those Teach-Out Programs for which it is registered, or for which UT will seek and obtain approval (provisional or otherwise) from the Ohio Department of Higher Education and/or accreditors. Such programs are reasonably similar in content, structure, and scheduling to that provided by Lourdes. In particular, with respect to the Teach-Out Programs, UT:
 - a. Is geographically proximate to Lourdes, such that the overwhelming majority of Lourdes students, in pursuing their academic studies at UT, will not be required to travel any significant further distance or move their homes to access programs and services in the event UT does not lease space for such purposes directly on the Lourdes campuses;
 - b. Is accredited by the Higher Learning Commission and regulated by the Ohio Department of Higher Education; The Parties acknowledge that certain Teach-Out Programs are subject to approval, oversight, or additional requirements imposed by specialized or programmatic accrediting bodies. The Parties agree to cooperate in good faith to seek and maintain any such approvals as may be required to permit eligible Teach-Out Students to complete their programs of study. In the event a required programmatic accreditor approval is not obtained for a particular program the Parties acknowledge that alternative teach-out arrangements may be required for

affected students. UT maintains programmatic accreditation for the following Teach-Out Programs as listed here:

<https://www.utoledo.edu/aapr/accreditation/pdfs/utoledo-individual-program-accreditations-and-endorsements.pdf>

- i. The Parties acknowledge that UT is not currently accredited by the Council on Accreditation of Nurse Anesthesia Educational Programs (COA) but UT intends to cooperate in good faith to begin the process of a change of control and seek to meet the COA requirements to become a conducting institution with respect to the Doctor of Nursing Practice Nurse Anesthesia Program (DNP-NAP).
 - c. 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 UT in the Teach-Out Programs.
3. Each Party shall be responsible for notifying their respective accrediting bodies or other entities as necessary, of the existence and terms of this Agreement.
4. Term and Termination: The term of this Agreement shall commence from the date of last signature and shall continue through December 31, 2026, to allow time for Lourdes students to apply to UT. The terms of this Agreement apply to Teach-Out Students who attend UT and begin the enrollment process for admission up until the Spring 2027 semester. The Parties may otherwise terminate this agreement by providing sixty (60) days' written notice to the other Party at the following address:

If to UT: James Paul Holloway
President
Office of the President, University Hall 3500
Mail Stop 946
2801W. Bancroft St.
Toledo, Ohio 43606
james.holloway@utoledo.edu

With Copy to: Office of Legal Affairs c/o General Counsel

If to Lourdes: Sr. Nancy Linenkugel, OSF, DM President
6832 Convent Boulevard
Sylvania, Ohio 43560
nlinenkugel@lourdes.edu

With a Copy to: Mechelle Zarou

Legal Counsel
6832 Convent Boulevard
Sylvania, Ohio 43560
mzarou@sistersosf.org

Notwithstanding any termination of this Agreement, UT's obligations to Teach-Out Students who have enrolled at UT prior to the effective date of such termination shall continue in full force and effect until such students complete their programs of study or otherwise cease enrollment at UT.

5. UT Responsibilities to Students:

- a. All Students admitted to the Teach-Out Programs who are currently enrolled and in good academic standing at Lourdes will be eligible for admission to a similar program at UT.
- b. As defined above, all currently enrolled Lourdes students will be considered transfer students by UT, including those who are admitted to a Lourdes graduate program as of the date of this Agreement, or as otherwise agreed in writing by the Parties. Any admitted incoming undergraduate Lourdes student planning to matriculate in summer for fall of 2026 shall be eligible for admission to UT. All current and/or admitted Lourdes students who choose to attend UT pursuant to this Agreement are considered Teach-Out Students for purposes of this Agreement.
- c. UT shall, upon request, provide Teach-Out Students with assistance to ensure they have information regarding the requisite qualifications.
- d. Teach-Out Students shall be guaranteed admission to UT. UT agrees to waive all admission, enrollment, and/or transfer application fees for all Teach-Out Students.
- e. UT shall ensure that the teach-out process does not result in unexpected increases to a Student's reasonable expectation of total cost of a degree.
- f. UT shall provide a list of all UT expenses to which Teach-Out Students will be responsible for paying. These additional expenses shall be set forth in Appendix C, which shall be attached and incorporated by reference upon final execution of Appendix C.
- g. The pathway to graduation for each qualified Teach-Out Student shall allow the Teach-Out Student the opportunity to complete their program in the same timeframe (or sooner) as was possible at Lourdes.

- h. Upon matriculation to UT, Teach-Out Students who transfer to UT will be treated in the same equitable manner and with the same care and consideration provided to all other UT students.
- i. UT shall provide Teach-Out Students with academic advising, administrative and student support services, and other appropriate assistance to ease their transition from Lourdes to UT and throughout their experience at UT.
- j. UT will engage in the interactive process to ensure equitable accommodations of all Teach-Out Students. UT and Lourdes' accommodations staff will meet to discuss any differences in advance of student transfers.
- k. Teach-Out Students will be given equal consideration for student housing, the opportunity to participate as resident assistants, to participate in clubs, including Club Sports, student government, and other forms of student life as UT students, and for Division I athletics, UT will review the current Lourdes intercollegiate athletic rosters to determine if there is interest in UT evaluating individual athletes.
- l. All students who transfer from Lourdes to UT in the Teach-Out Programs shall be treated in accordance with Ohio State law, UT policy, and accreditor's requirements related to the process and procedures for transfer students, to the extent not inconsistent with this Agreement.
- m. To the extent permitted by applicable law and accreditation requirements, UT will accept all credits previously earned by Teach-Out Students, and shall waive any applicable residency requirements that students complete a certain number of credit hours at UT to earn a degree from UT.
- n. UT will, to the greatest extent practicable, ensure that Teach-Out Students receive the benefit of any required clinical rotations, internships, or other program elements necessary for continued academic progress and graduation. To the extent UT is unable to do so, it shall use its best efforts to provide suitable replacements for Teach-Out Students in a manner that will not delay such Teach-Out Students' graduation. UT and Lourdes will work together to maintain Lourdes existing clinical rotations.
- o. UT agrees to offer Teach-Out Students the lower of (i) the tuition and fees that such students would have paid to Lourdes, (ii) or the tuition and fees charged by UT for the duration of the student's enrollment in an academic program at UT.
- p. UT will review Teach-Out Students' costs for attending UT pursuant to this Agreement, including tuition, on-campus housing, meal plans, and fees, as

applicable, to ensure that the student's total out-of-pocket cost does not exceed what they would have paid attending Lourdes, before non-academic scholarships, remissions or waivers.

- i. For students whose non-academic scholarships/institutional aid or tuition remission/waivers result in a discount rate that is above 75% at Lourdes ("Tier One Students"):
 1. UT will apply its normal financial aid packaging rules to offer the maximum available aid; and
 2. If, after applying all available UT financial aid and other available financial aid, a Tier One Student's out-of-pocket cost to attend UT exceeds such student's out-of-pocket cost while attending Lourdes, Lourdes will provide additional funds to UT to issue such Tier One Student as additional aid in an amount sufficient to cover the difference, so that each Tier One Student's out-of-pocket cost at UT does not exceed such student's out-of-pocket cost while attending Lourdes. Lourdes shall establish a reserve fund sufficient to cover such costs.
- q. UT will review and assess all bona fide financial aid offers, scholarships, or non-academic scholarships, remissions, waivers and other financial aid packages previously awarded or committed to Teach-Out Students on a case-by-case basis in order to meet the requirements of subsection (5)(p). In order to expedite such review and assessment, relevant information shall be provided to UT by Lourdes to the extent allowable under privacy laws and/or the student as soon as reasonably practical following the execution of this Agreement.
- r. UT admissions or financial aid staff will provide Teach-Out Students with financial aid counseling. Qualifying Teach-Out Students will be eligible to apply for grants and/or scholarships offered at UT.
- s. Teach-Out Students shall be subject to satisfactory academic progress and the policies of UT upon matriculation at UT.
- t. Teach-Out Students must maintain enrollment in UT for the terms of this Agreement to apply. Teach-Out Students who withdraw from UT or go on leave for any reason will be required to return to UT under the standard admissions procedures and UT's programs.
- u. Unless otherwise agreed, UT will undertake its obligations described herein at no cost to Lourdes.

6. Lourdes Responsibilities:

a. To Students:

- i. To establish a student communication plan that will provide Students with:
 1. Information about the time period during which this Agreement is applicable;
 2. Information on the number and types of credits UT is willing to accept prior to each student's enrollment;
 3. A clear statement of the tuition and fees of the UT educational program, including any additional charges, attached as Appendix [D] ;
 4. Information regarding the records retention plan; and
 5. Information about how to obtain a closed school discharge and, if applicable, information on state refund policies.
- ii. To schedule opportunities for Lourdes students to become familiar with transfer opportunities and requirements at UT.
- iii. To provide Lourdes students with guidance respecting their financial aid standing so they may evaluate their opportunities to transfer to UT.
- iv. To the greatest extent possible, make arrangements with appropriate third parties to transfer financial aid grants. If such arrangements cannot be completed, Lourdes shall fully inform its students.

b. To UT:

- i. To provide a list of potential transfer students to UT as soon as practicable, consistent with FERPA.
- ii. To direct all inquiries about the opportunity to transfer to UT to such office or web address as UT will designate. Additionally, Lourdes shall, subject to any restrictions under Ohio or federal law, provide UT with any list related to Lourdes' students that UT shall reasonably request, including, but not limited to, lists of students who have:
 1. Applied to Lourdes;
 2. Been admitted to Lourdes; or
 3. Have deposited funds with Lourdes or signed up for classes for the upcoming academic period.
- iii. All records Lourdes provides to UT shall be certified and in a digitized form which is readily searchable and cataloged by specific academic year or term.

- iv. Lourdes shall, to the extent possible, assist UT in obtaining the transfer of any clinical placement or internship sites and relationships in order to better facilitate the transfer of Teach-Out Students requiring such clinical placements or internships.

7. Communications Plan

- a. Lourdes shall implement a communications plan that provides all Lourdes Students with information about:
 - i. the time period for which this Agreement is applicable;
 - ii. which students are within the scope of this Agreement and the number and types of credits UT is willing to accept prior to each student's enrollment;
 - iii. the tuition and fees of the Programs, including any additional charges;
 - iv. Lourdes's records retention plan, once finalized; and
 - v. information about how to obtain a closed school discharge and, if applicable, information on state refund policies.
- b. A summary of Lourdes' communications to date are attached in Appendix E.

8. Teach-Out Student Admission Process

- a. Unless otherwise agreed to by the parties, students shall complete the UT enrollment form online. UT shall not assess an application fee for any Lourdes student applying to UT under this Agreement.
- b. Unofficial transcripts may be used to initiate the admission process, but official transcripts shall be required prior to registering for classes at UT.
- c. After admission, International Teach-Out Students should request the Designated School Official (DSO) at Lourdes to transfer the Form I-20 to UT.
- d. Any Student who applies for admission to UT on or after Spring term 2027 shall be subject to the then-current UT transfer student application process, including any admissions requirements and financial benefits for new students transferring to UT, and any enrollment decisions are at the sole discretion of UT.

9. Records:

- a. UT shall serve as the permanent custodian of all student records required to be maintained by Lourdes, including transcripts and other records as required by law and/or accreditor policy. The Parties shall enter into a separate agreement for the transfer and retention of such records, which shall be subject to regulatory and accreditor review and approval.

- b. UT's custodianship of records under the records retention agreement, including transcripts, shall be maintained in accordance with applicable state and federal requirements governing the permanent retention of academic records. The Parties acknowledge that no fixed end date applies to UT's custodial responsibilities for such records, except as permitted by law.
- c. Lourdes shall provide a full and official copy of all records, including each Student's transcript, admissions, academic, conduct and financial aid records for all students electing to transfer to UT as part of this Agreement.

10. Miscellaneous:

- a. Nothing in this Agreement shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner except to the extent provided herein.
- b. UT's obligations under this Agreement do not extend to any matters not explicitly covered by this Agreement. UT assumes no responsibility for any issues or matters associated with Lourdes' operations, closure, disposition of assets, financial aid responsibilities, legal requirements related to closure or any other matters in any form whatsoever associated with Lourdes' operations and/or closure.
- c. 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.
- d. Amendment. This Agreement may be modified or amended only by a signed, written agreement between the parties. Notwithstanding the previous

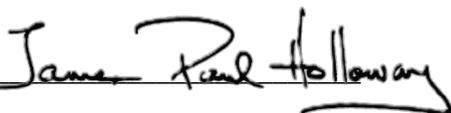
statement, UT reserves the right to amend curriculum associated with the Teach-Out Programs under this Agreement based on external accrediting or licensing requirements but shall ensure Teach-Out Students can still have the opportunity to complete their degree programs under the same timeline as under Lourdes.

- e. **Governing Law.** The provisions of this Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Ohio. 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.
- f. **Assignment:** No party hereto may waive, modify or assign its rights or obligations hereunder, without the prior written consent of the other Party hereto. This Agreement shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- g. **Survival and Severability:** The terms and obligations related to records and tuition shall survive the expiration or other termination of this Agreement. Further, if any part of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, that part shall be severed and the remaining provisions of this Agreement shall remain in full force and effect.
- h. Both Parties affirm that the terms of this Agreement are consistent with all applicable state and federal regulations.
- i. **Electronic Signatures and Counterparts.** An electronic, facsimile or PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same document.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute and deliver this Agreement as of the date of execution.

The University of Toledo

Signed: 

Name: James Paul Holloway

Title: President

Date: March 6, 2026

Lourdes University

Signed: 

Name: Sister Nancy Linenkugel

Title: President

Date: March 6, 2026