

**MARYWOOD UNIVERSITY and LEADINGAGE PA**  
**TUITION REMISSION COLLABORATION AGREEMENT**

**THIS AGREEMENT** is made this 11<sup>th</sup> day of February, 2022, by and between Marywood University “Marywood”), a nonprofit, 501 (c)(3), religious and educational organization, 2300 Adams Avenue, Scranton, Pennsylvania 18509, and LeadingAge PA, a nonprofit, 501(c)(6), trade association with a business address of 1100 Bent Creek Boulevard, Mechanicsburg, PA 17050.

**WITNESSETH:**

**WHEREAS**, Marywood is a fully accredited University that offers curricula leading to baccalaureate and graduate degrees in various professional disciplines, as well as offering professional continuing education and enrichment courses.

**WHEREAS**, Marywood and LeadingAge PA wish to collaborate on a tuition remission program for LeadingAge PA organizational member employees (“Leading Age members”) to enroll in classes for credit, professional education credit, and for enrichment at Marywood University. Tuition remission is available for professional continuing education, bachelors, and master’s level degree programs.

**WHEREAS**, the purpose of this collaboration is to assist LeadingAge PA organizational member employees to reach their postsecondary educational goals.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, Marywood and LeadingAge of PA intending to be legally bound agree as follows:

1. Marywood will provide LeadingAge PA organizational member employees a 25% tuition discount for each course in Marywood’s Professional Continuing Education.
2. Upon acceptance, LeadingAge PA organizational member employees who enroll on a full-time basis at the undergraduate level, are eligible for priority consideration for a merit scholarship award based upon their academic credentials, with a maximum scholarship award of \$23,000 per year. Excluded is the online respiratory therapy program.
3. LeadingAge PA organizational member employees accepted and enroll in a graduate program, will receive a 10% tuition discount for courses offered on the graduate level. Excluded are doctoral courses and courses offered in the Communication Sciences and Disorders, Education, Physician Assistant, and Master of Fine Arts programs.
4. LeadingAge organizational member employees must meet Marywood University admission requirements prior to registration for any graduate program.
5. Eligibility for this tuition remission program will require LeadingAge PA organizational membership and employment verification.
6. LeadingAge PA organizational member employees are responsible for obtaining a completed verification form from LeadingAge. They are also responsible for providing such form to the Cashier’s Office prior to the start of each semester/session of attendance to authenticate employee status.
7. Discounts and/or scholarships cannot be combined. Furthermore, no additional discounts will be honored for courses already discounted from the prevailing rate, e.g. summer session courses.

8. **Term.** This agreement will be effective as of the date of signing. The term will be for two years from the date of signing. The appropriate parties at Marywood and LeadingAge will review bi-annually. Unless action to terminate this Agreement is taken or initiated, the Agreement will be renewed automatically for a two-year term. Such automatic renewal is limited to two times.

9. **Termination.**

Termination for Convenience: Except as otherwise provided herein, either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice.

Termination for Breach. Notwithstanding the ninety (90) day provision, either party may terminate this Agreement, at any time, if the other party materially breaches this Agreement or fails to meet the requirements of the applicable accrediting or credentialing agency but only if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach by the other party.

Involuntary Termination. This Agreement shall terminate immediately if a party's license or permit to operate expires or is revoked, replaced, suspended or placed on probation by a governmental or accrediting agency.

Professional and ethical practice in managing the conclusion of all obligations to an acceptable degree related to the enrollment of Leading Age organizational member employees should be expected.

10. **Indemnification.** LeadingAge PA hereby indemnifies and holds Marywood, its trustees, employees, students, and agents harmless from and against liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fees) which directly arise out of the negligence or intentional acts or omissions of LeadingAge PA, its employees, members, and/or its organizational member employees.

Marywood hereby indemnifies and holds LeadingAge PA harmless from and against liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fees) which directly arise out of the negligence acts or omissions of Marywood, its trustees, employees, students, or agents.

11. **Insurance.** LeadingAge PA shall maintain at its own expense for the term of the contract the following insurance coverages:

Commercial General Liability (CGL)

\$1,000,000. Each Occurrence

\$2,000,000. Aggregate

\$1,000,000. Personal and advertising injury

Marywood University, its Trustees, directors, officers and employees must be named as additional insureds on all coverage required. All coverage must be Primary and Non-contributory. Waiver of Subrogation must be granted by named insured to certificate holder.

A certificate of insurance evidencing compliance with the terms must be sent upon signing of the Agreement and each year thereafter on the annual anniversary date of this Agreement to Nicole Vilogi-DiPietro, MBA, Manager, Fiscal Operations, Marywood University, 2300 Adams Avenue, Scranton, Pennsylvania 18509.



Marywood University  
2300 Adams Avenue  
Scranton, PA 18509  
Attn: Dr. Christina Clark  
Provost

For LeadingAge:

LeadingAge PA  
1100 Bent Creek Boulevard  
Mechanicsburg, PA 17050  
Attn: Chief Executive Officer

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

LeadingAge PA:

Marywood University:

BY: Randy Sheaffer  
Randy Sheaffer, SVP of Operations

BY: Sister Mary Persico, IHM  
Sister Mary Persico, IHM, Ed.D. President

Date: 2-11-2022

Date: February 11, 2022