

MARYWOOD UNIVERSITY and LACKAWANNA HEALTHCARE
TUITION REMISSION COLLABORATION AGREEMENT

THIS AGREEMENT is made this 14 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 Lackawanna Healthcare, LLC, a Pennsylvania limited liability company, doing business as Marywood Heights, 2500 Adams Avenue, Scranton, Pennsylvania, 18509.

WITNESSETH:

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

WHEREAS, Marywood and Lackawanna Healthcare wish to collaborate on a tuition remission program for Lackawanna Healthcare employees at Marywood Heights, tuition remission is available for associate, bachelors, and masters level degree programs.

WHEREAS, the purpose of this collaboration is to assist Lackawanna Healthcare member employees, their spouses and dependents reach their postsecondary education goals.

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

1. Lackawanna Healthcare employees at Marywood Heights will receive a **25% tuition discount** for each course in Marywood’s Professional Continuing Education.
2. Lackawanna Healthcare employees at Marywood Heights, who are accepted and enroll on a full-time basis at the undergraduate level, are eligible for **priority consideration for a merit scholarship award** based on their academic credentials, with a maximum scholarship award of \$23,000 per year. Employees who are accepted and enrolled in the undergraduate level on a part-time basis, would receive a **25% tuition discount**-- on the per credit rate. Excluded is the online respiratory therapy program.
3. Lackawanna Healthcare employees at Marywood Heights will receive a **20% 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. An undergraduate student shall complete the FAFSA (Free Application for Federal Student Aid) by May 1 each year, unless the Federal Government sets an earlier date.
5. Marywood University is offering enrollment to employees of Lackawanna Healthcare at Marywood Heights who meet the regular admissions requirements for programs as set forth in the Marywood University catalogue. A transcript evaluation will take place during the admissions

application review, and students with prior applicable education at the intended degree level will receive a formal evaluation of prior learning to determine credits acceptable in transfer.

6. All regular fees associated with enrollment at Marywood will apply to employees of Lackawanna Healthcare at Marywood Heights.
7. Eligibility for this tuition remission program will require Lackawanna Healthcare employment verification. The employee/enrolled student must provide Marywood with this verification prior to each semester/session of attendance.
8. 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.
9. **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 Lackawanna Healthcare will review bi-annually. The agreement will be renewed automatically for two terms of two years each.
10. **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.
11. **Indemnification.** Lackawanna Healthcare hereby indemnifies and holds Marywood 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 Lackawanna Healthcare, its employees, officers, and/or agents.
12. **Insurance.** Lackawanna Healthcare shall maintain at its own expense for the term of the contract the following insurance coverages:
 - a. Commercial General Liability (CGL)
\$1,000,000. Per Occurrence
\$2,000,000. In the Aggregate written on a claims made basis
\$1,000,000. Personal and advertising injury
 - b. Automobile Liability – insurance coverage of \$1,000,000 combined single limit
 - c. Workers Compensation – insurance coverage of statutory limit and \$1,000,000 / \$1,000,000 / \$1,000,000 limits for Employers liability

Lackawanna Healthcare will provide the following form over Commercial General Liability and the Automobile Liability:

Commercial General Liability Policy must include coverage for Sexual Abuse and Molestation Liability Coverage (ISO form S128 9/03 preferred.)

Marywood University, its Trustees, directors, officers and employees must be named as an additional insured on all coverage required.

13. **Notices.** Any notice to be provided under this Agreement shall be sent by United States Mail, registered mail, postage prepaid, return receipt requested addressed as follows:

For Marywood: Marywood University
2300 Adams Avenue
Scranton PA 18509
Attn: Vice President for Enrollment Management
and Student Services

With a copy to: Marywood University
2300 Adams Avenue
Scranton, PA 18509
Attn: Vice President for Finance and Management

Lackawanna Healthcare: Ms. Deb Wright
Lackawanna Healthcare, LLC
Marywood Heights
2500 Adams Avenue
Scranton, PA 18509

With copy to: Mr. Kirk Reichart

14. **Non-Discrimination.** The parties agree not to unlawfully discriminate against any person based on race, creed, color, sex, sexual orientation, religion, age, disability, veteran's status, national origin or any other basis prohibited by law.

15. **Governing Law.** This Agreement and all matters arising from it, shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising from this agreement shall be instituted only in the Court of Common Pleas of Lackawanna County.

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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.

Lackawanna Healthcare:

Kirk Reichart

BY: Mr. Kirk Reichart
Chief Financial Officer

Marywood University:

Sister Mary Persico, IHM

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

Date: 2-14-22

Date: February 14, 2022