

Teach Out Agreement Between Siena Heights University and Barry University

Siena Heights University, an institution of higher learning accredited by the Higher Learning Commission located at 1247 E Siena Heights Dr, Adrian, MI 49221, and Barry University, an institution of higher learning accredited by the Southern Association of Colleges and Schools Commission on Colleges and located at 11300 NE 2nd Avenue Miami Shores, FL 33161-6695, are entering into a teach-out agreement effective as of January 12, 2026 (the "Teach-Out Agreement"). This Teach-Out Agreement provides the fair and equitable treatment of current Siena Heights University students and a reasonable opportunity for these students to complete their program of study.

Whereas, Siena Heights University seeks receiving institutions for teach-out agreements that are well-aligned with Siena Heights University in mission and values; in relationship-centered learning practices, with a low student-to-faculty ratio; in academic program portfolio; and in athletic program characteristics and team array;

Whereas, Barry University offers on-campus and/or online programs that are well-aligned with most programs offered by Siena Heights University;

Whereas, Barry University serves a student population of similar racial and economic diversity;

Whereas, like at Siena Heights University, many on-campus undergraduate students at Barry University choose to attend Barry University for the opportunities to play their chosen sports, and the array of sports offered at Barry University includes some of those offered at Siena Heights University;

Whereas, Barry University administration, staff, and faculty have experience in, and human and facility capacity for, successfully partnering with closing institutions and in supporting their students in completing their programs through teach-out and other creative partnerships;

Therefore, Siena Heights University and Barry University hereby agree to the following:

Responsibilities

Barry University agrees to:

1. All credits of all currently enrolled Siena Heights University students will be accepted toward an equal or comparable degree for the programs listed in Schedule A (the "Programs") at Barry University for purposes of this Teach-Out Agreement. Barry University will accept 100% of all credits granted or accepted as a transfer by Siena Heights University and guarantee admission to Barry University, provided that the qualifying students are in good standing at Siena Heights University, and meet the admissions standards of the specific program to which they seek entry.

2. Barry University will waive admissions, application, and residency requirements for qualifying Siena Heights University students and will offer tuition and fees that are equal to or less than the posted tuition and fees at Siena Heights University. Barry University will individually meet with each student to assemble a clear and transparent financial aid package.
3. Barry University will honor all *bona fide* financial aid offers, scholarships, or other financial aid packages towards tuition that was previously awarded or promised by Siena Heights University. Such information shall be provided to Barry University by Siena Heights University as soon as reasonably practical following the execution of this Agreement.
4. Whenever possible, Barry University will match the percent of aid towards tuition awarded at Siena Heights University, proportional to Barry University awards for the same or similar activities or accomplishments.
5. Siena Heights University students who transfer to Barry University 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 Siena Heights University to Barry University. Siena Heights University students who transfer to Barry University will have full access to all Barry University facilities and will otherwise have the full rights and privileges of all Barry University students.
6. Barry University will match Siena Heights University courses to Barry University requirements whenever possible, providing reasonable flexibility to support student progress toward a degree and keep them on track for graduation in the same timeframe as would have been the case if they had remained at Siena Heights University.
7. Barry University will make reasonable accommodations for students who wish to live on campus or nearby designated housing.
8. Barry University is open to Siena Heights University students who participate in intercollegiate athletics programs at the discretion of the coaches of each sport.
9. Barry University encourages qualified faculty and staff from Siena Heights University to apply for employment opportunities posted on Barry University's Human Resources website, especially for positions within the School of Business and student advising. (<https://www.barry.edu/en/human-resources>)
10. Barry University will undertake its obligations described herein at no cost to Siena Heights University.

Siena Heights University agrees to:

1. Provide the Barry University with a list of potential transfer students as soon as practicable.

2. Transmit to the Barry University all student educational records and all other related information necessary for Barry University to comply with its obligations under this Teach-Out Agreement, except for those students who have elected to enroll in an institution other than the Barry University.
3. Promptly provide Barry University with an official copy of the student's transcript and a complete copy of the student's admissions, academic, conduct, and financial records for all current students electing to transfer to Barry University.
4. All records to be provided by Siena Heights University to Barry University shall be in digitized form which is readily searchable and cataloged by specific academic year or term. These records for transfer students shall be treated in a manner consistent with the Barry University's policies for maintaining transfer student records.

Miscellaneous

1. Siena Heights University and Barry University agree to adhere to the Higher Learning Commission's requirements for teach-outs and to work with each student individually to create an appropriate path to degree completion without substantially increasing each student's time to completion.
2. This agreement is consistent with all applicable state and federal regulations.
3. Barry University represents and warrants to Siena Heights University that (i) Barry University is not be subject to any of the circumstances that would require it to submit a provisional plan pursuant to the Higher Learning Commission's policies or applicable regulations and that (ii) Barry University is not under investigation, subject to an action, or being prosecuted for an issue related to academic quality, misrepresentation, fraud, or other severe matters by a law enforcement agency.
4. 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"), the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations). For purposes of FERPA, Barry University shall be deemed a "school official" with a legitimate educational interest. 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

Teach-Out Agreement hereunder and for a legitimate educational interest or as otherwise allowed or required by law.

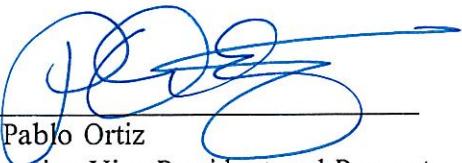
Duration

Students may be admitted under the terms of this agreement at Barry University until January 30, 2028. After that date, Siena Heights University students applying to Barry University will need to abide by all policies, procedures, and requirements of Barry University.

The terms of the teach-out agreement will remain in effect for students who have been admitted under the agreement until individual students either graduate or stop out. Students who stop out may be readmitted under the policies, procedures and requirements of Barry University.

Both Siena Heights University and Barry University indicate agreement with this teach-out by their signatures.

Barry University:



Dr. Pablo Ortiz
Executive Vice President and Provost

Siena Heights University:



Dr. Julie M. Barst
Provost and Vice President of Academic and
Student Affairs

Date: 2/2/26

Date: 2-2-26

Schedule A

Siena Heights University – 2025-26 MAJORS	Barry University - CURRENT SIMILAR PROGRAMS
Accounting Online	Accounting BSBA Online
Business Administration (BBA Online)	Business Administration (BBA) Online
Management Online	Management (BSBA) Online
Marketing Online	Marketing BSBA Online
Multidisciplinary Studies, B.A online	Interdisciplinary Studies Online
MBA Online	MBA Flex Online