

Teach Out Agreement Between Siena Heights University and Briar Cliff 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 Briar Cliff University, an institution of higher learning accredited by the Higher Learning Commission and located at 3303 Rebecca Street, Sioux City, Iowa 51104, are entering into a teach-out agreement effective as of October 10, 2025 (the "Teach-Out Agreement"). This Teach-Out Agreement provides for 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, Briar Cliff University offers on-campus and/or online programs that are well-aligned with most programs offered by Siena Heights University;

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

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

Whereas, Briar Cliff 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 Briar Cliff University hereby agree to the following:

Responsibilities

Briar Cliff 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 on Schedule A (the "Programs") at Briar Cliff University for purposes of this Teach-Out Agreement. Briar Cliff University will accept 100% of all credits granted or accepted as a transfer by Siena Heights University and guarantee admission to Briar Cliff 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. Briar Cliff 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. Briar Cliff University will individually meet with each student to assemble a clear and transparent financial aid package.
3. Briar Cliff University will honor all *bona fide* financial aid offers, scholarships, or other financial aid packages previously awarded or promised by Siena Heights University and such information shall be provided to Briar Cliff University by Siena Heights University as soon as reasonably practical following the execution of this Agreement.
4. Whenever possible, Briar Cliff University will match the percent of aid awarded at Siena Heights University, proportional to Briar Cliff University awards for the same or similar activities or accomplishments.
5. Siena Heights University students who transfer to Briar Cliff 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 Briar Cliff University. Siena Heights University students who transfer to Briar Cliff University will have full access to all Briar Cliff University facilities and will otherwise have the full rights and privileges of all Briar Cliff University students.
6. Briar Cliff University will match Siena Heights University courses to Briar Cliff 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. Briar Cliff University will make reasonable accommodations to students who wish to live on campus or nearby designated housing.
8. Briar Cliff University is open to Siena Heights University students who participate in intercollegiate athletics program at the discretion of the coaches of each sport.
9. Briar Cliff University will undertake its obligations described herein at no cost to Siena Heights University.

Sienna Heights University agrees to:

1. Provide the Briar Cliff University with a list of potential transfer students as soon as practicable.
2. Transmit to the Briar Cliff University all student educational records and all other related information necessary for Briar Cliff 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 Briar Cliff University.

3. Promptly provide Briar Cliff 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 Briar Cliff University.
4. All records to be provided by Siena Heights University to Briar Cliff 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 Briar Cliff University's policies for maintaining transfer student records.

Miscellaneous

1. Siena Heights University and Briar Cliff 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. Briar Cliff University represents and warrants to Siena Heights University that (i) Briar Cliff 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) Briar Cliff University is not be 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, Briar Cliff 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

Siena Heights students may be admitted under this agreement until September 10, 2027. Students admitted after that date will need to abide by all policies, procedures, and requirements of Briar Cliff 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 Briar Cliff University.

SIGNATURES

Briar Cliff University

Matthew J. Draud
Authorized Representative – Name Print

Matthew J. Draud
Authorized Representative – Signed

President
Title

10/29/2025
Date

Siena Heights University

Cheryl L. Betz
Authorized Representative – Name Print

Cheryl L. Betz
Authorized Representative – Signed

President
Title

10/30/25
Date

Schedule A

Siena Heights University – 2025-26 MAJORS	Briar Cliff University - CURRENT SIMILAR PROGRAMS
Accounting (Online)	<u>Accounting</u> (Online, Degree Completion)
Accounting, BBA	<u>Accounting</u> , BA
Business Administration (Online)	<u>Business Administration</u> (Online, Degree Completion)
Business Administration (BBA)	<u>Business Administration</u> , BA
Biology, BS	<u>Biology</u> , BS
Chemistry, BS	<u>Chemistry</u> , BS
Communications, BA	<u>Mass Communications</u> , BA
Criminal Justice, BA	<u>Criminal Justice</u> , BA
Data Analytics, BS	<u>Data Analytics</u> , BS
Design, BFA	<u>Graphic Design</u> , BA
Elementary Education	<u>Elementary Education</u> , BA
Environmental Engineering, General Engineering, BS	<u>Engineering</u> – Electrical, Civil, Mechanical, and Chemical
Environmental Science, BS	<u>Environmental Science</u> , BS
Exercise Science, BS	<u>Human Performance</u> , BS <u>Kinesiology</u> , BS
History, BA	<u>History</u> , BA
Management (Online, Blended)	<u>Operations Management</u> , BA (Online, Degree Completion)
Management, BBA	<u>Operations Management</u> , BA
Marketing (Online, Blended)	<u>Marketing</u> , BA (Online, Degree Completion)
Marketing, BBA	<u>Marketing</u> , BA
Mathematics, BS	<u>Mathematics</u> , BS
Nursing (Pre-Licensure), BSN	<u>Nursing (Pre-Licensure)</u> , BSN
RN-BSN (Online)	<u>RN-BSN</u> (Online)
Pre-Dental, Pre-Medicine, Pre-Physical Therapy, Pre-Veterinary	<u>Biology</u> , BS
Psychology, BA	<u>Psychology</u> , BA

Religious Studies, BA	<u>Theology, BA</u>
Social Work, BSW	<u>Social Work, BSW</u>
Sport Management, BBA	<u>Sports Management, BA</u>
Master of Science in Nursing (MSN) – Nursing Leadership	<u>Nurse Practitioner, MSN</u>
Organizational Leadership, MA (Online)	<u>Leadership, MAM</u>
Health Care Leadership, MA	<u>Healthcare Administration, MA</u>

Sienna Heights University

- Majors: <https://www.sienaheights.edu/academics/explore-all-programs-majors/>
- Academic Catalog – UG: <https://www.sienaheights.edu/wp-content/uploads/academic-catalog-25-26-undergraduate.pdf>
- Academic Catalog – G: <https://www.sienaheights.edu/wp-content/uploads/academic-catalog-25-26-graduate.pdf>

Briar Cliff University

- Programs: <https://www.briarcliff.edu/current-chargers/academics>
- Academic Catalog:
<https://www.briarcliff.edu/filesimages/Future%20Chargers/Registration/2025-2026%20Academic%20Catalog.pdf>