

Teach Out Agreement Between Siena Heights University and Cleary 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 Cleary University, an institution of higher learning accredited by Higher Learning Commission and located at 3750 Cleary Drive, Howell, MI 48843, are entering into a teach-out agreement effective as of October 1, 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, Cleary University offers on-campus and/or online programs that are well-aligned with most programs offered by Siena Heights University;

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

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

Whereas, Cleary 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 Cleary University hereby agree to the following:

Responsibilities

Cleary 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 Cleary University for purposes of this Teach-Out Agreement. Cleary University will accept 100% of all credits granted or accepted as a transfer by Siena Heights University and guarantee admission to Cleary 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. Cleary 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. Cleary University

will individually meet with each student to assemble a clear and transparent financial aid package.

3. Cleary 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 Cleary University by Siena Heights University as soon as reasonably practical following the execution of this Agreement.
4. Whenever possible, Cleary University will match the percent of aid awarded at Siena Heights University, proportional to Cleary University awards for the same or similar activities or accomplishments.
5. Siena Heights University students who transfer to Cleary 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 Cleary University. Siena Heights University students who transfer to Cleary University will have full access to all Cleary University facilities and will otherwise have the full rights and privileges of all Cleary University students.
6. Cleary University will match Siena Heights University courses to Cleary 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. Cleary University will make reasonable accommodations to students who wish to live on campus or nearby designated housing.
8. Cleary University is open to Siena Heights University students who participate in intercollegiate athletics program at the discretion of the coaches of each sport.
9. Cleary University will undertake its obligations described herein at no cost to Siena Heights University.

Sienna Heights University agrees to:

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

3. Promptly provide the Cleary University with an official copy of the student's Siena Heights University transcript and a complete copy of the student's admissions, academic, conduct, and financial records for all current students electing to transfer to Cleary University.
4. All records to be provided by Siena Heights University to the Cleary 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 Cleary University's policies for maintaining transfer student records.

Miscellaneous

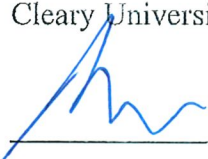
1. Siena Heights University and Cleary University agree to adhere to the Higher Learning Commission's requirements for Teach-outs and to work with each student individually to create an appropriate path to degree completion without substantially increasing each student's time to completion.
2. This agreement is consistent with all applicable state and federal regulations.
3. Cleary University represents and warrants to Siena Heights University that (i) Cleary 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) Cleary 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, Cleary 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

This agreement will remain binding on Cleary University until January 1, 2028. Thereafter, Siena Heights University students will need to abide by all policies, procedures, and requirements of Cleary University.

Signatures

Dr. Alan Drimmer
President
Cleary University



Signature

9/30/25

Date

Dr. Cheryl Betz
President
Siena Heights University

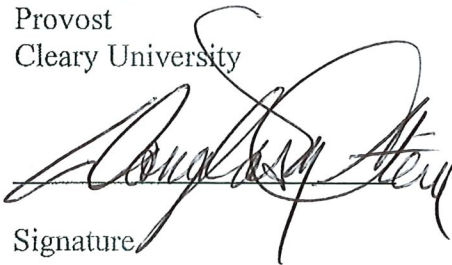


Signature

9/15/25

Date

Dr. Douglas Stein
Provost
Cleary University



Signature

9.25.25

Date

Dr. Julie Barst
Provost
Siena Heights University



Signature

9-15-25

Date

Schedule A

Siena Heights University – 2025-26 MAJORS	Cleary University - CURRENT SIMILAR PROGRAMS
Accounting, AA	Accounting, ABA
Accounting, BBA	Accounting & Finance, BBA (Corporate Finance or Public Accounting)
Bachelor of Applied Science, BAS	TBD
Business Administration, AA	Business Management, ABA
Business Administration, BBA	Business Management, BBA
Cybersecurity, BS	Bachelor of Science in Information Technology, Major Concentration in Cybersecurity
Healthcare Management, BAS	Bachelor of Science in Healthcare Management
Business, MBA	Master of Business Administration (multiple concentrations)
Healthcare Leadership, MA	Master of Business Administration (multiple concentrations)