Teach Out Agreement Between Siena Heights University and Davenport 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 Davenport University, an institution of higher learning accredited by the Higher Learning Commission and located at 6191 Kraft Avenue SE in Grand Rapids, Michigan, are entering into a teach-out agreement effective as of October 7, 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, Davenport University offers on-campus and/or online programs that are well-aligned with most programs offered by Siena Heights University;

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

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

Whereas, Davenport 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 Davenport University hereby agree to the following:

Responsibilities

Davenport 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 <u>Schedule A</u> (the "<u>Programs</u>") at Davenport University for purposes of this Teach-Out Agreement. Davenport University will accept 100% of all credits granted or accepted as a transfer by Siena Heights University and guarantee admission to Davenport 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.

- Davenport 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. Davenport University will individually meet with each student to assemble a clear and transparent financial aid package.
- 3. Financial Aid and Scholarships: Davenport University will review and, where appropriate, honor all bona fide, non-athletic financial aid offers and scholarships previously awarded by Siena Heights University. To facilitate this review, Siena Heights University shall provide detailed, verified information on all such financial aid packages to Davenport University as soon as reasonably practical.
 - Athletic Scholarships: Any athletic scholarships or financial aid packages awarded by Sicna Heights University will be reviewed on a case-by-case basis. Davenport University will determine the athletic component of any scholarship based on our own athletic program needs, student-athlete recruitment policies, and alignment with our team rosters. Siena Heights University must provide a comprehensive list of all athletic scholarship recipients, including award amounts and sport, for Davenport University's review and approval prior to the start of the student's enrollment.
- 4. Whenever possible, Davenport University will match the percent of aid awarded at Siena Heights University, proportional to Davenport University awards for the same or similar activities or accomplishments.
- 5. Siena Heights University students who transfer to Davenport 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 Davenport University. Siena Heights University students who transfer to Davenport University will have full access to all Davenport University facilities and will otherwise have the full rights and privileges of all Davenport University students.
- 6. Davenport University will match Siena Heights University courses to Davenport 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. Davenport University will make reasonable accommodations to students who wish to live on campus or nearby designated housing.
- 8. Davenport University is open to Siena Heights University students who participate in intercollegiate athletics program at the discretion of the coaches of each sport.
- 9. Davenport University will undertake its obligations described herein at no cost to Siena Heights University.

Sienna Heights University agrees to:

- 1. Provide the Davenport University with a list of potential transfer students as soon as practicable.
- 2. Transmit to the Davenport University all student educational records and all other related information necessary for Davenport 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 Davenport University.
- 3. Promptly provide the Davenport 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 Davenport University.
- 4. All records to be provided by Siena Heights University to the Davenport 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 Davenport University's policies for maintaining transfer student records.

Miscellaneous

- 1. Siena Heights University and Davenport 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. Davenport University represents and warrants to Siena Heights University that (i) the Davenport 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) Davenport 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, Davenport 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 the teach-out agreement until <u>January 30</u>, <u>2027</u>. After that date Siena Heights students may apply under the standard terms of admission. The teach-out shall remain in effect until a student either graduates or stops out; a student who stops out of Davenport and returns will be subject to all rules, regulations and policies of Davenport University.

Schedule A

Siena Helghts University – 2025-26 MAJORS	Davenport University - CURRENT SIMILAR PROGRAMS
B.S.N. Pre-Licensure, Nursing	B.S.N. Pre-Licensure, Nursing
A.A. Accounting	A.B.A. Accounting
B.B.A. Accounting	B.B.A. Accounting
A.A. Business Administration	B.B.A. Business Administration
B.B.A. Management	B.B.A. Management
B.B.A. Sport Management	B.B.A. Sport Management
B.S. Cybersecurity	B.S. Cyber Defense
M.B.A. Business Administration	M.B.A. Business Administration
M.A. Organizational Leadership	M.M. Masters of Management

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Cheri Betz,	Ed.D.

President

Siena Heights University

Julie M. Barst, Ph.D.

Provost and Vice President for

Academic Affairs

Siena Heights University

Richard J. Pappas, Ed.D.

President

Davenport University

Date 10-28-2025

Executive Vice President for Academics and

Provost

Davenport University

Date 10/24/2025