

Teach Out Agreement Between Siena Heights University and Holy Cross College

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 Holy Cross College, an institution of higher learning accredited by the Higher Learning Commission and located at 54515 State Road 933 N, Notre Dame, IN 46556, are entering into a teach-out agreement effective as of **September 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, Holy Cross College offers on-campus and/or online programs that are well-aligned with most programs offered by Siena Heights University;

Whereas, Holy Cross College serves a student population of similar racial and economic diversity;

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

Whereas, Holy Cross College 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 Holy Cross College hereby agree to the following:

Responsibilities

Holy Cross College 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 Holy Cross College for purposes of this Teach-Out Agreement. Holy Cross College will accept 100% of all credits granted or accepted as a transfer by Siena Heights University and guarantee admission to Holy Cross College, 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. Holy Cross College 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. Holy Cross College will individually meet with each student to assemble a clear and transparent financial aid package.

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

Sienna Heights University agrees to:

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

3. Promptly provide the Holy Cross College 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 Holy Cross College.
4. All records to be provided by Siena Heights University to the Holy Cross College 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 Holy Cross College's policies for maintaining transfer student records.

Miscellaneous

1. Siena Heights University and Holy Cross College 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. Holy Cross College represents and warrants to Siena Heights University that (i) the Holy Cross College 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) Holy Cross College 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, Holy Cross College 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 Holy Cross College until **September 1, 2028**. Thereafter, Siena Heights University students will need to abide by all policies, procedures, and requirements of Holy Cross College.

Signatures



8/26/2025

DATE

Michael P. Griffin, Ph.D.
Provost
Holy Cross College



DATE

Julie M. Barst, Ph.D.
Provost
Siena Heights University

Schedule A

Siena Heights University – 2025-26 MAJORS	Holy Cross College - CURRENT SIMILAR PROGRAMS
Accounting, B.B.A.	Business B.A.
Bachelor of Applied Science B.A.S.	Biology, B.S. ; Physical Science Minor
Biology, B.S.	Biology, B.S.
Business Administration (B.B.A.)	Business, B.A.
Communications, B.A.	Communications, B.A.
Cybersecurity, B.S.	Computer Science, B.S. ; Cybersecurity Track
Data Analytics, B.S.	Mathematics, B.S. ; Data Science Track;
Design, B.F.A.	Visual Arts, B.A.
Early Childhood Education	Elementary Education, B.A.
Education	Elementary Education, B.A.
Elementary Education	Elementary Education, B.A.
English, B.A.	English, B.A.
Environmental Science, B.S.	Biology, B.S. ; Environmental Science Minor
Exercise Science, B.S.	Biology, B.S. ; Exercise Science Track
History, B.A.	History, B.A.
Management, B.B.A.	Business, B.A.
Marketing, B.B.A.	Business, B.A. ; Marketing Minor
Mathematics, B.S.	Mathematics, B.S.
Multidisciplinary Studies, B.A.	Liberal Studies, B.A.
Pre-Dental	Biology, B.S. ; pre dental Pathway
Pre-Medicine	Biology, B.S. ; premed Pathway
Pre-Physical Therapy	Biology, B.S. ; Physical Therapy Track ; PT Pathway
Pre-Veterinary	Biology, B.S.
Professional Communication, B.A.	Communications, B.A.
Psychology, B.A.	Psychology, B.A.
Public Services Administration, B.A.	Politics and Public Service B.A.

Religious Studies, B.A.	Theology, B.A.
Social Studies, B.A.	Politics and Public Service B.A. ; History B.A.
Social Work, B.S.W.	Psychology, B.A. ; Social Work Track
Sport Management, B.B.A.	Business, B.A. ; Sport, Culture, and Formation Minor; Sports Marketing Track