



# SIENA HEIGHTS COLLEGE

AGREEMENT BETWEEN  
LANSING COMMUNITY COLLEGE  
AND  
SIENA HEIGHTS COLLEGE

Lansing Community College (LCC) and Sienna Heights College (SHC) agree to the establishing of a Baccalaureate degree program as specified below to be offered by SHC on the LCC campus in Lansing. This letter details the arrangements agreed to by LCC and SHC to insure the viability and long term stability of this cooperative endeavor between the above said colleges. This agreement becomes effective when signed by the appropriate administrative official of each college as indicated at the end of this agreement.

The following academic and administrative details have been agreed to:

## 1. Agreement to Offer Program

SHC will offer the Bachelor of Applied Science degree program in Allied Health and Trade and Industrial areas. Other academic programs may be developed at a later time if mutually agreed upon by both colleges. SHC will begin this program by offering three classes in the Fall, 1996 semester. SHC classes will be offered on week nights and on the weekend. SHC will not duplicate course offerings already regularly scheduled by LCC. Ordinarily, SHC will only offer 300/400 level courses in this program. SHC shall be responsible for hiring and staffing, shall conduct all courses offered by SHC at LCC. Where appropriate, LCC faculty will be considered for teaching upper-level courses taught by SHC.

## 2. Program Coordination and Annual Review

Appropriate visits by administrative officials of SHC and the maintaining of close communication with appropriate LCC administrators will facilitate program coordination. The parties shall conduct an annual review of the program sixty (60) days prior to the anniversary date of this agreement in order to facilitate monitoring of the program and to determine whether extension thereof is appropriate. Terms of this agreement will renew automatically unless agreement modification or termination results from the annual review.

## 3. Tuition

Tuition for the program for the 1996/97 academic year will be \$175 per semester hours. Tuition in subsequent years shall be established in accordance with the guidelines determined by

SHC. A fifty percent (50%) tuition reduction shall be available to any full-time LCC employee who enrolls at SHC.

#### **4. Marketing and Promotion**

SHC shall be responsible for all marketing and promotion of the program. LCC shall use reasonable efforts to assist SHC in promotion of the program where possible and appropriate, but shall not be obligated to incur costs or out-of-pocket expenses in doing so. SHC shall develop appropriate promotion literature and program brochures and utilize a variety of marketing methods to promote the program.

#### **5. Advice, Counseling, and Registration**

SHC shall be responsible for advising and counseling all students seeking the Baccalaureate degree from SHC. All inquiries regarding the program shall be handled by SHC's staff. Students in the program will register with the SHC program administrator at LCC through procedures established by SHC.

#### **6. Financial Aid**

All veteran's and financial aid questions shall be the responsibility of SHC. The parties shall exercise good faith and use all reasonable efforts to ensure close cooperation in responding to all questions regarding veterans and financial aid.

#### **7. Office and Classroom Space**

LCC agrees to provide SHC with appropriate classroom space and a small office area to support the program at LCC's current standard rental rates. A phone (SHC extension of LCC line) will be provided.

#### **8. Library Privileges**

LCC shall provide regular LCC library privileges to students in the program. SHC shall use its staff to assist LCC in securing any overdue library books from SHC students when and as deemed necessary. SHC shall assume responsibility for the cost of any book not ultimately returned.

#### **9. Books**

LCC shall use reasonable efforts to introduce SHC to LCC's independent bookstore provider and if, and as appropriate, support SHC's efforts to develop workable arrangements with above said provider to service bookstore needs for the program.

SHC is responsible for ensuring that books for the program will be available to students.

10. Indemnification

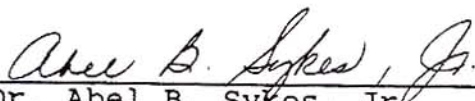
LCC and SHC agree to indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of, connected with or resulting from the negligence or misconduct of their respective employees or other agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities resulting from the negligence or misconduct of the other party. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based upon facts or conditions which occurred prior to the expiration or termination.

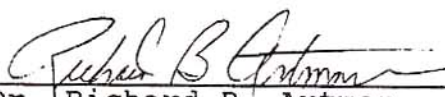
11. Insurance

SHC shall procure and maintain appropriate comprehensive general and professional liability insurance (i) in an aggregate limit of not less than two million dollars (\$2,000,000) and (ii) one million dollars (\$1,000,000) per occurrence, each of which are to be primary to and not in addition to any insurance carried by LCC. LCC is to be listed as co-insured. SHC shall provide a certificate of insurance verifying above and which, in addition, will list LCC as added insured.

12. Termination Upon Breach

If either LCC or SHC is in material default of any obligation under this Agreement, the non-defaulting party, at its option, may give written notice specifying such default and indicating its intention to terminate this Agreement effective at the end of the then current semester. Unless the defaulting party has cured such default not less than thirty (30) days prior to the end of the then current semester to the reasonable satisfaction of the non-defaulting party, this Agreement shall automatically terminate at the end of the then current semester.

  
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Dr. Abel B. Sykes, Jr.  
President  
Lansing Community College

 6/5/96  
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Dr. Richard B. Artman  
President  
Siena Heights College