

**ARTICULATION AGREEMENT**  
**By and Between**  
**Ferris State University**  
**and**  
**Cuyahoga Community College District**

**AUTOMOTIVE ENGINEERING TECHNOLOGY, B.S. DEGREE**

**THIS ARTICULATION AGREEMENT** (the “Agreement”) is entered into on this 15th day of December, 2005, (the “Effective Date”), by and between Ferris State University (hereinafter “Ferris”), with an address at 1201 South State Street, Big Rapids, Michigan 49307; and Cuyahoga Community College District (hereinafter the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878. Ferris is a Michigan University accredited through the Higher Learning Commission of North Central Association. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Ferris and the College desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Ferris, according to the terms contained in this Agreement.

**ACCORDINGLY**, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. *Description of Articulation Program.***

- a. Definitions. Articulation Criteria and Articulation Benefits are defined on Attachment A.
- b. Articulation Benefits to Students. Ferris will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria.
- c. Accreditation of the College. The College warrants that its program in Automotive Technology is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The College will notify Ferris if such accreditation ceases to exist.
- d. Accreditation of Ferris. Ferris warrants that it is accredited by the Higher Learning Commission of the North Central Association. Ferris will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1A, Ferris will consider their applications for admission in accordance with standard Ferris admission application evaluation criteria, while favorably recognizing students’ accomplishments at the College.

- f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

**2. *Term and Termination.***

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the 2009 academic term of the College, at which time this Agreement will automatically expire.
- b. Termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Ferris, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Ferris shall continue to receive the benefits contemplated by this Agreement.

**3. *Miscellaneous.***

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- c. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the College, an additional copy addressed to "General Counsel":

For Ferris State University:  
Dr. Michael Harris  
Vice President for Academic Affairs

1201 South State Street  
Big Rapids, MI 49307

For Cuyahoga Community College:  
Dr. Linda Simmons  
Vice President of Academic and Student  
Affairs

700 Carnegie Avenue  
Cleveland, OH 44115

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

**INTENDING TO BE LEGALLY BOUND**, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

FERRIS STATE UNIVERSITY:

By: \_\_\_\_\_  
Dr. David L. Eisler  
Its: President

By: \_\_\_\_\_  
Dr. Michael Harris  
Its: Vice President for Academic Affairs

By: \_\_\_\_\_  
Dr. Thomas Oldfield  
Its: Interim Dean, College of Technology

CUYAHOGA COMMUNITY COLLEGE  
DISTRICT:

By: \_\_\_\_\_  
Dr. Linda Simmons  
Its: Vice President, Academic and Student  
Affairs

**Attachment A  
To The  
Articulation Agreement Dated December 15, 2005  
By and Between  
Ferris State University and Cuyahoga Community College District**

**Articulation Criteria and Articulation Benefits**

**1. *The articulation criteria (“Articulation Criteria”) are:***

- a. Completion of the following courses: English 1010, English 1020, Math 1360 or higher, and Physics 1210.
- b. Achieving a minimum grade of 2.0 (C) in each of the courses listed in 1.a.
- c. Achieving a minimum overall cumulative grade point average of 2.5 on a 4.0 system and a 2.7 grade point average in major coursework.
- d. Graduation from the College with an Associate of Applied Science in Automotive Technology.
- e. All credits transferred to Ferris must be a C (2.0 on a 4.0 scale) or higher

**2. *The articulation benefits (“Articulation Benefits”) are:***

- a. The College course credits taken as part of the Associate of Applied Science in Automotive Technology will transfer to Ferris State University and apply toward the Bachelor of Science in Automotive Engineering Technology or Bachelor of Science in Auto and Heavy Equipment Management.