

ARTICULATION AGREEMENT
By and Between
Cuyahoga Community College
and
Berklee College of Music

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 15 day of February, 2008 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Berklee College of Music (BCM), with an address at 921 Boylston Street, Boston, Massachusetts 02115. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and BCM is an institution of higher education. The College and BCM desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at BCM, according to the terms contained in this Agreement.

This Agreement seeks to clarify the status and treatment of students who chose to transfer from the College to BCM of upon completion of Jazz Studies program at the College.

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. BCM 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 it is accredited by North Central Association. The College will notify BCM if such accreditation ceases to exist.
- d. Accreditation of BCM College of Music. BCM warrants that it is accredited by the Commission on Institutions of Higher Education of the New England Association of Schools and Colleges. BCM will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria, BCM will consider their applications for admission in accordance with standard BCM 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.
- g. Advising. BCM will work with the College to develop strategies to provide CCC students and graduates current information about program opportunities and requirements. Transfer degree plans will be reviewed and published annually. BCM and the College’s Director of Jazz Studies Program will serve as a liaison and to assure continued communication between the two institutions on matters relating to this agreement.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the spring 2013 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 for BCM, 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 BCM 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. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction; Venue. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above (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 Berklee College of Music:
Robert Myers
Chair, Curriculum Transfer Agreement
Steering Committee

For Cuyahoga Community College:
Stephen Enos
Director, Jazz Studies Program

- 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 will 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 properties 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.

CUYAHOGA COMMUNITY COLLEGE DISTRICT: *Berklee College of Music:*

By: _____
Dr. Linda Simmons
Vice President, Academic Affairs

By: _____
Lawrence J. Simpson
Senior VP for Academic Affairs

By: _____
Stephen Enos
Director of Jazz Studies Program

By: _____
Larry Monroe
Associate VP for International Programs

By: _____
Matt Marvuglio
Dean, Professional Performance Division

By: _____
Robert Myers
Chair, Curriculum Transfer Agreement Steering Committee

By: _____
Michael Hagerty, Registrar

**Attachment A
To The
Articulation Agreement Dated February 15, 2008
Cuyahoga Community College District
and
Berklee College of Music**

Articulation Criteria and Articulation Benefits

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

- a. BCM agrees to supply CCC with such study materials (such as handbooks on particular musical terminology, instrumental proficiency standards, etc.) as are deemed appropriate, and to monitor carefully the progress of transfer students’ studies at BCM. The tracing and outcomes of students who attend BCM under this agreement will be a prime factor in the determination of its renew ability. Other factors will include the number of students who transfer during given period.
- b. CCC students wishing to transfer to BCM must satisfy all requirements for admission as described in the current BCM College bulletin under “Admissions Policies and Procedures.” The audition/interview requirement is waived; however, it will be required if a scholarship application is made.
- c. CCC students seeking credit transfer under this agreement must complete all specified Level I CCC courses (See Appendix A) with a 3.0 G.P.A. on a 4.0 scale, and must send a letter of recommendation from the CCC’s Jazz Studies Program Director attesting to their successful completion of the CCC/BCM curriculum transfer program.
- d. CCC students must earn an average grade of “B” or better in each music subject area designated for transfer under this agreement. Transferring students must send the BCM Office of Admissions an official transcript, showing all courses specified as completed with satisfactory grade, before credit transfer at BCM can take place. This may take place after completion of the BCM admissions process, when a complete CCC transcript is available
- e. Students transferring to BCM under this agreement must fulfill the college’s residency requirement: “All students, including candidates transferring from another school, are normally required to complete four semesters of full-time attendance and a minimum of 60 credits for the degree and 48 credits for the diploma at BCM in order to graduate from the college. Credit by exam, advanced placement credit, CLEP credit, and transfer credit do not count as residency requirement credits, even if earned while at BCM.” This requirement will be applied regardless of the number of credits transferred.

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

- a. Certain Cuyahoga Community College course credits will transfer as equivalent to BCM courses, as set forth in Appendix A.
- b. Students who complete the Tri-C Jazz Studies program can transfer to BCM and have an opportunity to audition for scholarships.
- c. Students who transfer from Cuyahoga Community College to the BCM may select a number of career majors which can lead to a music degree in a variety of discipline options.
- d. It is to be understood clearly by both institution that both institutions that this agreement is only applicable to students who attend CCC first and then transfer to BCM. The credit transfers in this agreement will not apply to students who attend CCC after attending BCM.

Appendix A

Level 1: Core Music (Classroom and Performance)

Students seeking curriculum articulation with BCM must complete all of the following courses at Cuyahoga Community College, earning an average grade of "B" or better in each subject area (e.g., Harmony, Ear Training, etc.):

Fall Semester I

Ear Training I
Traditional Theory I
Jazz Performance/Improv I
Jazz Ensemble
Applied I (principal instrument)
Applied Minor I (piano)
Music Seminar
Jazz History I
Jazz History Listening I
General Education requirement

Spring Semester I

Ear Training II
Traditional Theory II
Jazz Performance/Improv II
Jazz Ensemble
Applied II (principal instrument)
Applied Minor II (piano)
Music Seminar
Jazz History II
Jazz History Listening II
General Education requirement

Fall Semester II

Ear Training III
Jazz Theory I
Arranging I
Jazz Performance/Improv III
Jazz Ensemble
Applied III (principal instrument)
Applied Minor III (piano)
Music Seminar
Technology Tools I
General Education requirement

Spring Semester II

Ear Training IV
Jazz Theory II
Arranging II
Jazz Performance/Improv IV
Jazz Ensemble
Applied IV (principal instrument)
Applied Minor IV (piano)
Music Seminar
Technology Tools II
History of European Classical Music
General Education requirement

Note that Tri-C students seeking credit transfer under this agreement must complete all of the above courses, and must send a letter of recommendation from a principal college officer (registrar, program chair, academic dean, etc., to be determined by Tri-C and named below and in Part 1 of this agreement) attesting to their successful completion of the Tri-C/BCM curriculum transfer program.

Tri-C Sponsor: Director, Jazz Studies Program

Level 1 Core Music Transfer Credit to Berklee College of Music

Classroom Courses. Tri-C Students who complete all the above courses in Level 1 Core Music (see above) with an average grade of "B" or better in each subject area (e.g., Harmony, Ear Training, etc.) will receive transfer credit at BCM for the following courses:

HR-111,112 Harmony 1 - 4 (total 8 credits)
211, and
212

AR-111 Arranging 1 and 2 (total 4 credits)
and 112

ET-111 Ear Training 1 and 2 (total 6 credits)
and 112

ET-211 Ear Training 3 (2) or
ET-231 Solfege 1 (2) depending on BCM major requirement

ET-212 Ear Training 4 (2) or
ET-232 Solfege 2 (2) depending on BCM major requirement

CMP 211 Traditional Harmony & Composition 1 (2)
CM 212 Traditional Harmony & Composition 2 (2)

LHAN 211 History of Western Music 1 and 2 (total 4 credits)
and 212

MTEC-111 Introduction to Music Technology (2)
PW-161 Technology Tools for the Writer (2)

LHAN-221 History of Jazz (2)

ISKB-211 Basic Keyboard Techniques 1 (or ISKB-221 if Music Ed major) (1)
ISKB-212 Basic Keyboard Techniques 2 (or ISKB-222 if Music Ed major) (1)
ISKB-321 Keyboard Class 3 for Music Ed Majors (1)
ISKB 322 Keyboard Class 4 for Music Ed Majors (1)

Level 1 Performance Courses

Ensemble: Tri-C transfer students will receive up to five transfer credits in ensembles (one credit per course taken at Tri-C with an average grade of "B" or better). Tri-C students are expected to enroll in an ensemble course each semester they are enrolled at Tri-C.

Principal Instrument: All majors at BCM require a residency of at least four semesters of participation in private lessons (8 credits earned) and successful completion of four final exams on a principal instrument. Principal Instrument courses (private lessons) taken at Tri-C will not transfer directly. At BCM, transfer credit and credit-by-exam (CBX) are not available for courses in which both proficiency and participation are the

criteria for credit. However, the chair of the instrumental department may grant CBX for private lessons for those students who have advance-placed on their entering placement exam and need to align their private lesson requirements with their major residency requirements. Generally, CBX for private lesson is limited to levels 1 - 4. Transfer students should see the chair of their instrumental departments with any questions concerning CBX and private lessons.

Proficiency standards for each instrument are available on the college's web site www.berklee.edu. The published criteria are minimum requirements for credit. To receive Credit by Exam (CBX) in private lessons, students will be expected to perform above and beyond the minimum proficiency criteria for the exam level in question because both proficiency and residency are included in the criteria for credit. Students are awarded their CBX credit after their senior recital or successful completion of the final project of their major.

Level 2: Liberal Arts Courses

Note on the BCM Liberal Arts curriculum: Students transferring to the degree program at BCM College of Music must earn a minimum of 30 credits (ten courses) in liberal arts (specified in the right-hand column below), and may utilize six additional general education credits (two courses) as general elective credit. Students in the *diploma* program at BCM may utilize up to 12 liberal arts credits (four courses) as general elective credit. See the *Berklee College of Music Bulletin* for more information on degree and diploma programs, requirements, and definitions of "General Electives" and "Liberal Arts Electives."

Students completing one or more of the following Tri-C courses with a grade of "C" or better will receive the indicated transfer credit:

Cuyahoga Community College

Berklee College of Music

ENG 1010 College Composition I (3) **English course requirements: 6 credits**

ENG 1020 College Composition II (3) GCOR-111 College Writing 1 (3 credits)

GCOR-112 College Writing 2 (3 credits)

HIST 1010 History of Civilization (3) & General History requirement: six credits

Fulfills requirement.

HIST 1020 History of Civilization II (3); or,

HIST 1510 United States History to 1877 (3) &

HIST 1520 United States History since 1877 (3)

History of Art requirement 6 credits

Fulfills requirement.

ART 1020 Art History I (3) &

ART 1030 Art History II (3)

Physical Science requirement: 3 credits

PSCI 1010 Astronomy (3), or

PSCI 1020 Chemistry (3), or

PSCI 1030 Earth (3)

Fulfills requirement.

Any 3-credit social science courses, including psychology

Social Science requirement: three credits

Fulfills requirement.

Any 3-credit General Education courses, any from the above categories

General Education Elective requirement: six credits*

Fulfills requirement.

*Credits earned in excess of those required in this category (6) may be applied to the general elective credit. See curriculum note at the top of this page.

Note that students transferring to BCM under this agreement must fulfill the college's residency requirement: "All students, including candidates transferring from another school, are normally required to complete four semesters of full-time attendance and a minimum of 60 credits for the degree and 48 credits for the diploma at BCM in order to graduate from the college. Credit by exam, advanced placement credit, CLEP credit, and transfer credit do not count as residency requirement credits, even if earned while at BCM." This requirement will be applied regardless of the number of credits transferred.