

ARTICULATION AGREEMENT
Between
CUYAHOGA COMMUNITY COLLEGE
And
BERKLEE COLLEGE OF MUSIC
For the
ASSOCIATE OF ARTS TO BACHELOR OF MUSIC

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 6th day of March, 2017 (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 ("Berklee"), with an address of 1140 Boylston Street, MS-155 AAOF, Boston, MA 02215-3693. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Berklee is a non-profit, coeducational institution of higher learning incorporated under the General Laws of the Commonwealth of Massachusetts. The College and Berklee (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Berklee, 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. Berklee 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 the Higher Learning Commission. The College will notify Berklee if such accreditation ceases to exist.
- d. Accreditation of Berklee. Berklee warrants that it is accredited by the New England Association of Schools and Colleges (NEASC). Berklee will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-h), Berklee will consider their applications for admission in accordance with standard Berklee 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 educational institution.

2. Term and Termination.

- a. Term. This Agreement will run from the Effective Date and shall automatically expire on the last day of the 2021 Spring term of the College unless otherwise terminated as set forth in this Agreement.
- b. Termination.
 - i. 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 (1) the end of the next admissions application and review period of Berklee, or (2) 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.
 - ii. Either Party may terminate this Agreement at any time for any or no reason, effective one year after providing written notice of its intent to terminate to the other Party.
- c. Post-Termination. Upon expiration or termination of this Agreement for any reason or

no reason, College students previously accepted by or admitted to Berklee shall continue to receive the benefits contemplated by this Agreement and the Berklee catalogue rights from the term in which they are admitted to Berklee as set forth in Section 1b. of Attachment A which is attached hereto and made a part of 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. Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. 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):

For Cuyahoga Community College:
Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Berklee College of Music:
Dr. Lawrence J. Simpson
Senior Vice President for Academic Affairs/Provost
1140 Boylston Street, MS-1140 AAOF
Boston, Massachusetts 02215-3693

With a copy to:
Office of General Counsel
Cuyahoga Community College
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 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, sexual orientation, religion, disability, age, national origin or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy, or color.
- l. **Omissions & Errors.** If any terms, words or clauses are inoperative by virtue of error or omission on the part of either Party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the economic benefit to the Parties.
- m. **Data Exchange.** As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA," and the Gramm-Leach-Bliley Act, Public Law No: 106-102, the Parties shall exchange information regarding student success related to this Agreement. The College will provide upon request a directory list of graduates from the College following each graduation. Berklee will provide the College with information regarding the success of a student transferring to Berklee while utilizing the benefits of this Agreement, provided that that student has provided written consent to Berklee to share such information beyond the available directory information. Berklee will participate in exchange of information with the College in all aspects, and the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data will be requested from Berklee:
 - 1.) SSN (social security number for tracking purposes (if possible))
 - 2.) Currently enrolled (yes/no)
 - 3.) Major as of the most recent term enrolled
 - 4.) Hours earned (cumulative)
 - 5.) GPA (cumulative)
 - 6.) Degree completed (if completed)
 - 7.) Major for which degree was awarded (or expected)
 - 8.) Number of terms required to complete degree

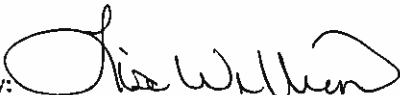
Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this Agreement to determine a processes to share information.

- n. **Promotional Material.** All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the Tri-C Integrated Communications Department, (see Attachment B).


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: 

Lisa Williams
Vice President, Learning and Engagement

By: 

Dr. Lorraine J. Simpson
Senior Vice President for Academic Affairs
Provost

ATTACHMENT A
to the
Articulation Agreement Dated March 6, 2017
By and Between
Cuyahoga Community College District
and
Berklee College of Music

Associate of Arts to Bachelor of Music

Articulation Criteria and Articulation Benefits

- 1.** The standard articulation criteria ("Articulation Criteria") are:
- a. Completion of an Associate of Arts or Associate of Science Degree received from Cuyahoga Community College District.
 - b. Cuyahoga students planning to transfer to Berklee under this agreement must do so within four years after completing their program of study at Cuyahoga Community College.
 - c. Students wishing to transfer to BCM must apply for admission to BCM in a timely manner, even before completing their program at the College if necessary; and satisfy all other requirements for admission as described in the current BCM bulletin under "Admissions Policies and Procedures," posted at <http://www.berklee.edu/admissions/undergraduate>.
 - d. Transferring students must earn a grade of "B" (3.00/4.00 GPA) or better in Cuyahoga courses in Level 1 (Core Music); and a grade of "C" (2.00/4.00 GPA) or better in Cuyahoga courses in Level 2 (Liberal Arts and General Electives) designated for transfer in this agreement in order to receive transfer credit from Berklee. For any course in Level 1 for which students receive a grade below "B" at Cuyahoga Community College, and for any course in Level 2 for which students receive a grade below "C" at Cuyahoga Community College, students may be required to complete additional coursework at Berklee.
- Students must submit an Official Transcript sent by the Office of the Registrar of the College to the BCM Office of Admissions, showing all courses specified as completed with satisfactory grades before credit transfer at BCM can take place. This may occur after completion of the BCM admission process, when a "final" transcript is available.
- e. All students transferring under this agreement will be required to fulfill BCM's residency requirements:
 - "All students, including candidates transferring under this agreement normally required to complete four semesters of attendance and a minimum of sixty (60) semester credits for the degree and forty-eight (48) semester credits for the diploma at Berklee in order to graduate from the college." This requirement will be applied regardless of the number of credits transferred.
 - f. A maximum of sixty College semester credit hours will transfer and apply to a bachelor's degree from BCM.
 - g. Standard requirements as stated in the BCM admission standards for transfer students will apply to College transfer students including auditions and interviews. Any exceptions are noted in this agreement.

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

- a. Students transferring to BCM under this agreement are eligible for matriculation into the

following Bachelor of Music programs: Composition, Contemporary Writing and Production, Electronic Production and design, Film scoring, Jazz Composition, Music Business/Management, Music Education, Music Production and Engineering, Music Therapy, Performance, Professional Music, and Songwriting.

- b. BCM will provide advising for acceptance, registration and degree requirements completion for College students.
- c. Eligibility for Academic Achievement Awards and other financial support (e.g., thesis or off-campus study).
- d. Students seeking transfer admission to BCM under this agreement will be on an equal, i.e. non-preferential, standing with BCM students with regard to entry to major programs.
- e. BCM agrees to supply the College with such study materials (such as handbooks on particular musical terminology, instrumental proficiency, standards, etc.), as are deemed appropriate, and to monitor the progress of transfer students' studies at BCM. The tracking outcomes of students who attend BCM under this agreement will be a prime factor in the determination of its renewability. Other factors will include the number of students who transfer during a given period.
- f. Certain credits will transfer to BCM as shown in Appendix I.

ATTACHMENT B
to the
Articulation Agreement Dated March 6, 2017
By and Between
Cuyahoga Community College District
and
Berklee College of Music

Marketing and Advertising Restrictions

**Promotion of Partnership to
Domestic and International Students**

In order for Cuyahoga Community College and Berklee College of Music to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the College communicates.

Therefore, the Parties agree that any use of the other's name, trade name, trademark, logo and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other Party's name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with the other entity. Neither Party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the Parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement, the degrees within the Agreement, and the average additional hours required to complete the completion degree. Any and all promotional materials, including written, verbal, video graphic, electronic, or multimedia of any kind, must be reviewed and approved by both Parties prior to any use or distribution.

Marketing Contacts:

Cuyahoga Community College District:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Berklee College of Music:

Sophie Maricq
Associate Director - International Communications
External Affairs, Marketing Department
Berklee College of Music
1140 Boylston Street
MS-1126 MR
Boston, MA 02215
P: 617-747-6327
F: 617-747-2028

APPENDIX 1

Level 1: Core Music (Classroom and Performance)

Students seeking curriculum articulation with Berklee College of Music must complete all of the following courses at Cuyahoga Community College, earning a grade of "B" or better in each course.

MUS 1600, Traditional Theory I	3 credits
MUS 1620, Traditional Theory II	3 credits
MUS 1650, Jazz Theory I	2 credits
MUS 2650, Jazz Theory II	2 credits
MUS 1720, Arranging I	2 credits
MUS 1610, Ear Training I	2 credits
MUS 1630, Ear Training II	2 credits
MUS 2610, Ear Training III	2 credits
MUS 2630, Ear Training IV	2 credits
MUS 1301, Applied Piano Minor I	1 credit
MUS 1302, Applied Piano Minor II	1 credit
MUS 2301, Applied Piano Minor III	1 credit
MUS 2302, Applied Piano Minor IV	1 credit
MUS 1570, Technology Tools I	2 credits

Level 1: Core Music Transfer Credit to Berklee College of Music

Classroom courses. Cuyahoga Community College students who complete all the above courses in Level 1 core music with a grade of "B" or better in each course will receive transfer credit of Berklee College of Music for the following courses:

PW-111, Music Application and Theory	3 credits
HR-112, Harmony 2	2 credits
HR-211, Harmony 3	2 credits
HR-212, Harmony 4	2 credits
CM-211, Traditional Harmony 1	2 credits
CM-212, Traditional Harmony 2	2 credits
AR-111, Arranging 1	2 credits
ET-111, Ear Training 1	2 credits
ET-112, Ear Training 2	2 credits
ET-211, Ear Training 3 or ET-231, Solfege 1	2 credits, depending on BCM major requirement
ET-212, Ear Training 4 or ET-232, Solfege 2	2 credits, depending on BCM major requirement
ISKB-211, or ISKB-221 for Mus Ed Majors	1 credit
ISKB-212, or ISKB-222 for Mus Ed Majors	1 credit
ISKB-321, Keyboard Class 3 for Mus Ed Majors	1 credit
ISKB-322, Keyboard Class 4 for Mus Ed Majors	1 credit
MTEC-111, Introduction to Music Technology	2 credits

Level 1 Performance Courses

Ensemble: Cuyahoga Community College transfer student will receive up to five (6) transfer credits in ensembles (one credit per semester-long course taken at Cuyahoga Community College with an average grade of "C" or better).

Principal Instrument: All majors at BCM require a residency of at least four (4) semesters of participation in private lessons and successful completion of four final exams on a principal instrument. Principal Instrument

courses (private lessons) taken at Cuyahoga will not transfer directly. To ensure timely completion, students pursuing performance degrees at BCM are expected to enter BCM with a proficiency that qualifies them to begin their principal instrument studies at Level 5, as published on BCM's website (www.berklee.edu).

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. CBX will be awarded at the discretion of BCM and in accordance with BCM's CBX policy, (see Berklee College of Music policy book for details).

Level 2: Elective Music and Liberal Arts of General Education Courses

Note on the BCM Liberal Arts (General Education) curriculum: Students transferring to the *degree* program at Berklee College of Music must earn a minimum of forty (39) credits in Liberal Arts (general education), and may utilize six (6) additional Liberal Arts (general education) credits (two [2] courses) as general elective credit. Students in the *diploma* program at Berklee may utilize up to 12 Liberal Arts (general education) credits (four [4] 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 or General Education Electives."

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

CUYAHOGA COURSE (number of credits)	BCM COURSE
ENG 1010/ENG 101H College Comp I/ Honors I (3) ENG 1020/ENG 102H College Comp II/ Honors II (3) Additional credits for Communications (3)	LENG-111 Writing and Communication LENG-201 Literature Elective Communications credit
Mathematics and Data Analysis, 1000 level or Higher (3-4)	LMSC-200, or LMSC-XXX as appropriate
Natural and Physical Science (3-4 per course to a total of 9 credits)	MSC-200, or LMSC-XXX as appropriate
Social and Behavioral Sciences (3 per course to a total of 9 credits)	LSOC-200, or LSOC-XXX as appropriate
Additional liberal arts courses (required credits for AA)	LXXX-XXX as appropriate

The College may request update to the listing from time to time, but Berklee College of Music will maintain approval rights for additions to the above list for transfer. The College will notify Berklee College of Music of additions and deletions in the College Program and provide Berklee College of Music with syllabi for courses requested to be added to the list of courses above for transfer to BCM as classes.