ARTICULATION AGREEMENT

By and Between
Cuyahoga Community College District
and
Berklee College of Music

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 23rd day of October, 2013 (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 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 BCM is a non-profit, coeducational institution of higher learning incorporated under the General Laws of the Commonwealth of Massachusetts. 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.

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, which is attached hereto and incorporated by reference.
   b. Articulation Benefits to Students. BCM will provide the Articulation Benefits as set forth in Attachment A 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 of the North Central Association of Colleges and Schools. The College will notify BCM if such accreditation ceases to exist.
   d. Accreditation of BCM. BCM warrants that it is accredited by the New England Association of Schools and Colleges (NEASC). BCM 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-g), University 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.

2. Term and Termination.
   a. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring 2017 academic term of the College, at which time this Agreement will automatically expire.
   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 (i) the end of the next admissions application and review period of 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.
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 or no 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. The parties to this Agreement each specifically consent to exclusive jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.

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 relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(c) 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 Cuyahoga Community College District:
Karen Miller
Vice President for Enrollment Management
and Student Affairs
700 Carnegie Avenue
Cleveland, Ohio 44115

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, Ohio 44115-2878

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
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 ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, pregnancy or color.

l. **Data Exchange.** 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 while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. BCM will provide the College with information regarding the success of students transferring to BCM while utilizing the benefits of this Agreement. BCM will participate in exchange of information with the College in all aspects of the College’s Reverse Transfer Initiative in respect to this Agreement, as well as, any Ohio Board of Regents’ Reverse Transfer Initiative that may be implemented on a statewide basis.

m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College Marketing & 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: ________________________________  By: ________________________________
Karen Miller  Dr. Lawrence J. Simpson
Vice President, Enrollment Management  Senior Vice President for Academic Affairs
and Student Affairs  Provost
Attachment A
To The
Articulation Agreement Dated October 23rd, 2013
By and Between
Cuyahoga Community College District
and
Berklee School 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. Students seeking credit under his agreement must not have previously matriculated at Berklee College of Music prior to attending 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.

   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.

   d. A student seeking transfer credit under this agreement must at the minimum complete all specified Level 1 College courses (see Appendix 1) with satisfactory grades and must have a letter of recommendation sent to BCM from the Dean of Creative Arts of the College, to serve as sponsor, attesting to the individual student’s successful completion of the College/BCM transfer program.

   The College officer attesting to the completion is:

   Amy C. Parks, Interim Dean of Creative Arts

   e. A student seeking transfer must have earned an average grade of “B” or higher in each subject area for all Level 1 courses designated for transfer under this agreement.

   f. All students transferring under this agreement will be required to fulfill BCM’s residency requirements.

   “All students, including candidates transferring under this agreement
are 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.

g. A maximum of sixty College semester credit hours will transfer and apply to a bachelor’s degree from BCM.

h. 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. BCM will provide advising for acceptance, registration and degree requirements completion for College students.

b. Eligibility for Academic Achievement Awards and other financial support (e.g., thesis or off-campus study).

c. 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.

d. 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.

e. Certain credits will transfer to BCM as shown in Appendix 1.
ATTACHMENT B

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College 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 College Marketing & Communications Department carefully monitors how the institution is promoted. The Cuyahoga Community College logo and tagline are registered service marks. Use of the Cuyahoga Community College logo or tagline is prohibited without the express written permission of the College Marketing & Communications Department. Cuyahoga Community College will designate a person authorized to review and approve all promotional materials created to promote any credit agreements.

1. Any and all promotional materials: written, presented verbally, and/or via mass media; must be reviewed and mutually agreed upon by both organizations prior to any distribution.

2. Use of materials representing the partnership: may use the Cuyahoga Community College District logo, the College name, or refer to the agreement; but, must prominently state (verbally or in bold print in a conspicuous location on printed materials) the following:
   a. Termination date of the Agreement.
   b. Degrees within the Agreement.
   c. Additional average credit hours required to complete the degree.

3. Time limitations on articulation and award of credit must be prominently presented in all promotional materials.
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 an average graduate of “B” or better in each subject area (e.g., Harmony, Ear Training, etc.)

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUS 1600, Traditional Theory I</td>
<td>3 credits</td>
</tr>
<tr>
<td>MUS 1620, Traditional Theory II</td>
<td>3 credits</td>
</tr>
<tr>
<td>MUS 1650, Jazz Theory I</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 2650, Jazz Theory II</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 1720, Arranging I</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 1610, Ear Training I</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 1630, Ear Training II</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 2610, Ear Training III</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 2630, Ear Training IV</td>
<td>2 credits</td>
</tr>
<tr>
<td>MUS 1301, Applied Piano Minor I</td>
<td>1 credit</td>
</tr>
<tr>
<td>MUS 1302, Applied Piano Minor II</td>
<td>1 credit</td>
</tr>
<tr>
<td>MUS 2301, Applied Piano Minor III</td>
<td>1 credit</td>
</tr>
<tr>
<td>MUS 2302, Applied Piano Minor IV</td>
<td>1 credit</td>
</tr>
<tr>
<td>MUS 1570, Technology Tools I</td>
<td>2 credits</td>
</tr>
</tbody>
</table>

Note that Cuyahoga Community College 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 the College and named below attesting to their successful completion of the College/Berklee curriculum transfer program.

College Sponsor: Amy C. Parks, Interim Dean of Creative Arts

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 an average grade of “B” or better in each subject area (e.g., Harmony, Ear Training, etc.) will receive transfer credit of Berklee College of Music for the following courses:

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW-111, Music Application and Theory</td>
<td>3 credits</td>
</tr>
<tr>
<td>HR-112, Harmony 2</td>
<td>2 credits</td>
</tr>
<tr>
<td>HR-211, Harmony 3</td>
<td>2 credits</td>
</tr>
<tr>
<td>HR-212, Harmony 4</td>
<td>2 credits</td>
</tr>
<tr>
<td>CM-211, Traditional Harmony 1</td>
<td>2 credits</td>
</tr>
<tr>
<td>CM-212, Traditional Harmony 2</td>
<td>2 credits</td>
</tr>
<tr>
<td>AR-111, Arranging 1</td>
<td>2 credits</td>
</tr>
<tr>
<td>ET-111, Ear Training 1</td>
<td>2 credits</td>
</tr>
<tr>
<td>ET-112, Ear Training 2</td>
<td>2 credits</td>
</tr>
<tr>
<td>ET-211, Ear Training 3 or ET-231, Solfege 1</td>
<td>2 credits, depending on BCM major requirement</td>
</tr>
<tr>
<td>ET-212, Ear Training 4 or ET-232, Solfege 2</td>
<td>2 credits, depending on BCM major requirement</td>
</tr>
<tr>
<td>ISKB-211, or ISKB-221 for Mus Ed Majors</td>
<td>1 credit</td>
</tr>
</tbody>
</table>
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 (5) transfer credits in ensembles (one credit per semester-long course taken at Cuyahoga Community College with an average grade of “B” 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 (40) 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)        LENG-111 Writing and Communication
ENG 1020/ENG 102H  College Comp II/ Honors II (3)      LENG-201 Literature
Additional credits for Communications (3)             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.