

ARTICULATION AGREEMENT
By and Between
Cuyahoga Community College District
and
University of Hartford
The HARTT School
For
Bachelor of Music

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 16th day of September, 2014 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and University of Hartford, the HARTT School, ("HARTT"), with an address of 200 Bloomfield Avenue, West Hartford, Connecticut 06117. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and University of Hartford is a Connecticut institution of higher learning licensed to operate in Connecticut by the State of Connecticut Board of Higher Education and the New England Association of Schools and Colleges (NEASC). The College and HARTT desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at HARTT, allow smoother transition for students between the institutions, and maximize transferable credit, 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. HARTT 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 HARTT if such accreditation ceases to exist.
- d. Accreditation of HARTT. University warrants that it is accredited by the New England Association of Colleges and Schools. HARTT 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-f), University will consider their applications for admission in accordance with standard HARTT 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 University, 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 HARTT 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(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 Cuyahoga Community College District:

Karen Miller
Vice President of Access and Completion
700 Carnegie Avenue
Cleveland, Ohio 44115

For University of Hartford:

Sharon Vasquez
Provost
200 Bloomfield Avenue
West Hartford, Connecticut 06117

With a copy to:

Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, Ohio 44115-2878

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.

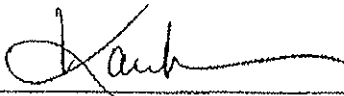
g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.

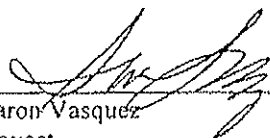
h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such 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. HARTT will provide the College with information regarding the success of students transferring to HARTT while utilizing the benefits of this Agreement. HARTT 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. All parties agree and contend that this reverse transfer is in compliance with all applicable Higher Education Accrediting Guidelines, Regulations and Assumed Practices.
- 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: UNIVERSITY OF HARTFORD:

By: 
 Karen Miller
 Vice President of Access and Completion

By:  10.22.14
 Sharon Vasquez
 Provost

Attachment A
To The
Articulation Agreement Dated September 16, 2014
By and Between
Cuyahoga Community College District
and
University of Hartford
The HARTT School

Articulation Criteria and Articulation Benefits

1. *The standard articulation criteria ("Articulation Criteria") are:*

- a. Completion of any Associate of Arts degree (AA)
 - 1.) Transfer students must have achieved a minimum GPA of 2.25 on a 4.00 scale to be accepted.
 - 2.) General education requirements within the Associate of Arts degree cannot be met by a substitution or waiver.
 - 3.) Fifty-four (54) credits are required to be accepted at junior status.
 - 4.) A student's audition and evaluated performance level may allow for transfer admission, but with an understanding that may be currently at less than junior jazz performance level. Such student would be obligated to, over the course of the junior and senior years, to accomplish senior performance level to be eligible for graduation.
- b. Completion of a University of Hartford application.
- c. Submission of an official College transcript with grades and evidence of award of degree from the College.
- d. Formal matriculation into University of Hartford.

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

- a. The obtained College degree (1. a.) will receive full recognition toward completion of the Bachelor of Music degree from The HARTT School of Jazz Studies, The University of Hartford, www.hartford.edu.
- b. The student having achieved the College associate's degree (1.a) shall be deemed to have met The HARTT School (University of Hartford) general education requirements if, and only if, no waivers or substitutions of general education classes have been allowed. The student must satisfy the other specific requirements set forth for acceptance in The HARTT School and required of native students at HARTT.
- c. The student may transfer a maximum of sixty-seven (67) semester credit hours from the College to apply to The University of Hartford Bachelor Music degree. Credits in excess of those credits used to obtain the associate's degree, beyond sixty-seven (67) semester credit hours including those hours within the degree program, may transfer and apply to the bachelor's degree, only if the student selects the courses upon advice from a HARTT counselor/advisor and has prior written approval for transfer of additional credit.
- d. The student may complete the bachelor degree with an additional (61) HARTT credits and satisfy the residence requirement. However, there is no guarantee that the transfer student will either complete the degree program within 4 semesters of credit or an additional two years of study. Students should complete a completion pathway or completion with a HARTT advisor to determine the credits required for degree completion.
- e. The bachelor's degree will be granted when all HARTT requirements are met including:
 - 1.) Required semester hours of:
 - a.) Bachelor of Music degree-128 semester hours;

- b.) Including credits associated with:
 - (1.) Major area of study
 - (2.) Supportive courses in Music
 - (3.) General Studies
 - (4.) Credits transferred from the College
- 2.) Requirements for major course of study as stated in the HARTT catalog or listed in Amendment (1) of this Agreement.
- 3.) All other requirements as stated in the HARTT catalog.
- f. Advising provided for acceptance, registration, and degree requirement completion for College students.
- g. Eligibility for other financial support (see HARTT) web site, www.hartford.edu, for transfer student financial awards of Performing Arts Scholarship.

Cuyahoga Community College District may request an update to the above from time to time, but HARTT will maintain approval rights for additions to the above list for transfer. The College will notify HARTT of additions and deletions in the College Program and provide HARTT with syllabi for courses.

HARTT will provide information to the College regarding any curricular changes effecting this Agreement and provide College Fine Arts Department a copy of texts, music, and syllabi for equitable courses taught at HARTT that will be delivered by College faculty and staff where transfer students will be expected to be prepared for next courses offered in a sequential process.

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 Integrated 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 Integrated 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. Degrees within the Agreement.
 - b. 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.

AMENDMENT 1

TRANSFER TABLE

Cuyahoga Community College Associate of Arts degree
Music Credits for Transfer
Applied to
HARTT Jazz Program (only)
Total 67 semester credits

Cuyahoga Community College Course	HARTT Equivalent Course
Semester One- 18 credits	Semester One- 18 credits
MUS 1610- Ear Training I	TH 120- Elementary Ear Training I
MUS 1600- Music Theory I	TH 111- Diatonic Harmony
MUS 15xx- Performance Ensemble	ENS 402- Jazz Ensemble
MUS 1460- Applied Music I	LESSONS
MUS 1301- Applied Piano Minor I	APC 122- Keyboard Class
MUS 2520- Jazz History I	AFR 131- African American Music, 1890-1945
MUS 2540- Jazz History Listening I	
MUS 2520 + MUS 2540	
<u>General Education Requirements*</u>	
ENG 1010/ENG 101H	RPW 110- Rhetoric and Writing
-College Composition I/ Honors	
MATH 1000 or higher - MATH 1521 recommended	MATH 1521 will come in as M1XX. Hartford has agreed this course will fulfill the Math requirement for a Bachelor's degree in Jazz Studies
Semester Two- 17 credits	Semester Two- 17 credits
MUS 1630- Ear Training II	TH 121- Elementary Ear Training II
MUS 1620- Music Theory II	TH112- Chromatic Harmony
MUS 15xx- Performance Ensemble	ENS 403- Jazz Ensemble
MUS 1470- Applied Music II	LESSONS
MUS 1570- Technology Tools I	MPT 450- Sound Technology I
MUS 1302- Applied Piano Minor II	APC 123- Keyboard Class
<u>General Education Requirements*</u>	
ENG 1020/ENG 102H	RPW 111-Rheotric and Writing II
- College Composition II/Honors	
Science/Social Behavior- Elective	Elective

Semester Three- 16 credits

MUS 2610- Ear Training III
MUS 1650- Jazz Theory I
MUS 15xx- Performance Ensemble
MUS 2460- Applied Music III
MUS 2301- Applied Piano Minor

General Education Requirements:*

SPCH 1010/101H-
Fundamentals of Speech Communication
Natural and Physical Science- Elective
Social and Behavioral Science

Semester Three- 16 credits

AFR 222 and AFR 242, Jazz Transcription I,
Repertory Building
AFR 342- Arranging Jazz
ENS 402- Jazz Ensemble
LESSONS
AFR 220- Jazz Keyboard Class

Elective

Elective

Elective

Semester Four- 16 credits

MUS 2630- Ear Training IV
MUS 2650- Jazz Theory II
MUS 1500- Instrumental or Ensemble
MUS 2470- Applied Music IV
MUS 2302- Applied Piano Minor IV
MUS 1720- Arranging I

General Education Requirements: *

Natural and Physical Science- Elective
Social and Behavioral Science

Semester Four- 16 credits

AFR 223, Jazz Transcription I and
AFR 243, Repertory Building
AFR 343- Arranging (Jazz Styles)
ENS 403 Jazz Ensemble
LESSONS
AFR 221- Jazz Keyboard
AFR 1xx- Arranging

Elective

Elective

*** General education requirements within the Associate of Arts degree cannot be met by a substitution or waiver.**

AMENDMENT 2

Completion Pathway for Bachelor of Music Degree

Courses taken for
HARTT Jazz Program
Total Hours- 61 semester credits

Semester Five- 13.5 credits

HLM 020- Info Literacy in the Performing Arts	0
MUS 110 Paranov Performance Hour	.5
HLM 212 Perspectives on Music History	3
Instrumental Study	4
AFR 242 Repertory Building	1
AFR 110 Jazz Improvisational Devices	1
ENS 402 Jazz Combo Ensemble	1
Music Elective	3

Semester Six- 16.5 credits

MUS 111 Paranov Performance Hour	.5
HLM 213 Music History Classicism to the Present	3
Instrumental Study	4
AFR 243 Repertory Building	1
AFR 111 Jazz Improvisational Devices	1
ENS 402 Jazz Combo Ensemble	1
MPT 451 Sound Technology II	3
Music Elective	3

Semester Seven- 12.5

Instrumental Study	4
AFR 242 Repertory Building	1
AFT 410 Senior Project	3
MUS 110 Paranov Performance Hour	.5
ENS 402 Ensemble I	1
AUCW All University Western Heritage	3

Semester Eight- 15.5

Instrumental Study	4
ENS 403 Jazz Combo Ensemble	1
MUS111 Paranov Performance Hour	.5
AFR 243 Repertory Building	1
AFR 132 African American Music, 1945 to Present	3
AFR 132 Core Course	3
REC 440 Recital	0
Academic Elective	3

