

Program Articulation Agreement

Between

Millersville University of Pennsylvania

and

Bergen Community College

Bachelor of Science in Music Industry
Millersville University of Pennsylvania
(Millersville, PA)

and

Associate of Fine Arts Music
Bergen Community College
(Paramus, NJ)

Rationale for the Purpose of the Articulation Agreement

This agreement applies only to students completing the Associate of Fine Arts in Music at Bergen Community College and wishing to articulate to the Bachelor of Science in Music Industry at Millersville University of Pennsylvania.

Admissions Requirements and Transfer of Academic Credit

- 1) Students enrolled in the Associate of Fine Arts in Music at Bergen Community College who wish to articulate to the Bachelor of Science in Music Industry at Millersville University of Pennsylvania must complete the Millersville University of Pennsylvania admission process, including but not limited to: Millersville University of Pennsylvania admissions application, application fee, and submission of all official transcripts from secondary and post-secondary institutions.
- 2) Millersville University of Pennsylvania agrees that graduates of the Bergen Community College Associate of Fine Arts in Music meet the admissions standards of the Bachelor of Science in Music Industry at Millersville University of Pennsylvania if they satisfy the following conditions:
 - a. Applicants with at least a 2.0 grade point average (GPA) at Bergen Community College are eligible for admission to Millersville University of Pennsylvania.
 - b. Prior to matriculation to Millersville University of Pennsylvania, the student will successfully complete the Associate of Fine Arts in Music at Bergen Community College.
 - c. Millersville University shall guarantee admission to qualified Bergen Community College graduates who meet the admissions requirements.
 - d. Any change to admissions standards or criteria that would affect transfer eligibility must be communicated to Bergen Community College in writing at least one

academic year prior to implementation.

- 3) Millersville University of Pennsylvania agrees that graduates of the Bergen Community College Associate of Fine Arts in Music will be able to transfer courses and credit to Millersville University of Pennsylvania towards the Bachelor of Science in Music Industry as follows:
- a. Per existing PA State System of Higher Education transfer policy, all students who complete the Associate of Fine Arts in Music degree at Bergen Community College and transfer into the Bachelor of Science in Music Industry program shall receive maximum transfer credit for applicable general education coursework completed at BCC, consistent with the State System's transfer policy and Millersville equivalency table.
 - b. Coursework completed at Bergen Community College towards satisfaction of the requirements for the Associate of Fine Arts in Music will transfer to Millersville University of Pennsylvania as outlined in Appendix A of this agreement.
 - c. All coursework transcript at Bergen Community College beyond those outlined in Appendix A of this agreement will transfer to Millersville University of Pennsylvania and will be applied to the credit total required for conferral of the baccalaureate degree at Millersville University. All eligible general education courses will transfer according to the course equivalency tables maintained by Millersville University.
 - d. All students who transfer into Millersville University through this agreement will be required to fulfill all applicable residency requirements of Millersville University and the PA State System of Higher Education currently at the time of matriculation into Millersville University.
 - e. Students from Bergen Community College transferring to Millersville University through this articulation agreement will pay in-state tuition + 20% and all associated fees.

Renewal or Termination of Articulation Agreement:

- 1) Bergen Community College agrees to promptly notify Millersville University of Pennsylvania of any substantive curricular modifications to the Associate of Fine Arts in Music program and further agrees that the terms of this agreement will no longer hold unless Millersville University of Pennsylvania provides a written approval that the curricular changes do not alter the intent of the agreement. Millersville University of Pennsylvania likewise agrees to promptly notify Bergen Community College of any substantive curricular modifications to the Bachelor of Science in Music Industry program that may affect this agreement. Continuation of this agreement shall not be unreasonably withheld by either party.
- 2) Millersville University of Pennsylvania agrees to provide Bergen Community College with information about the Bachelor of Science in Music Industry and any changes to the curriculum, if they should occur.

Mutual Terms and Conditions:

- 1) The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The parties agree to cooperate

- in the investigation of any claims of discrimination or harassment.
- 2) The laws of the Commonwealth of Pennsylvania shall govern this agreement. This agreement is not a legally binding contract and is not enforceable in a court or in the Pennsylvania Board of Claims. While this Agreement is not intended to create a legally binding contract, both parties acknowledge their good-faith obligation to honor commitments to students enrolled under the terms of this Agreement. In the event of a dispute between the parties, advice and direction will be offered by the Office of the Chancellor of the State System of Higher Education.
 - 3) The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
 - 4) Neither of the parties shall assume any liabilities to each other. As to liability to each other for injury or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this agreement. This provision shall not be construed to limit either parties' rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or Millersville University. Nothing herein shall be construed to waive or limit any governmental immunities or statutory protections applicable to Bergen Community College under New Jersey law.
 - 5) The terms of the agreement shall remain in effect, except as stipulated in certain previous terms as listed herein, for a period of five years, after the date of execution of this agreement, unless terminated by either party. Any party may terminate the agreement with or without cause, on the provision of one (1) year's written notice to the other party. All commitments made to students who have been accepted, but have not yet completed the program at Millersville, will be honored. In the event of a substantial breach, either party may terminate this agreement.
 - 6) This Agreement shall only be modified in writing with the same formality as the original Agreement.
 - 7) This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two parties hereto with regard to the subject matter contained herein.

Millersville University of Pennsylvania and Bergen Community College have entered into this agreement on the indicated date as witnessed by the signatures below:

 Dr. Daniel Wubah
 President,
 Millersville University of Pennsylvania

 Dr. Eric Friedman
 President,
 Bergen Community College

Date: _____

Date: _____

Dr. Gail Gasparich
Provost and Senior Vice President
Academic Affairs
Millersville University of Pennsylvania

Date: _____

Dr. Andrew Tomko
Vice President of Academic Affairs and
Provost
Bergen Community College

Date: _____

Approved for form and legality:

Jacqueline C. Fox
University Legal Counsel

Date:

APPENDIX A:
Curricular framework and course transfer table.

COURSE ARTICULATION INTO MAJOR PROGRAM					
Bergen Community College			Millersville University		
Number	Title	Credits	Number	Title	Credits
<i>Music Core</i>					
MUS 103	Music Fundamentals	3	MUSI 104	Lang. of Music	3
MUS 132	Music Theory 1	3	MUSI 112	Solfege 1	3
MUS 232	Music Theory 2	3	MUSI 212	Solfege 2	3
<i>Notes: If students complete two of the above, they will have satisfied the departments theory requirement for transfer students</i>					
MUS 131	Class Piano 1	1	MUSI 131	Piano 1	2
MUS 231	Class Piano 2	1	MUSI 231	Piano 2	2
MUS 134	Ear Training 1	1			
MUS 234	Ear Training 2	1			
<i>Note: Completion of the Bergen sequence will be accepted as fulfilling the Millersville requirement based on completion of the sequence, not on the number of credits attached to each course.</i>					
<i>Music Industry Core</i>					
MUS 152	Introduction to Music Business	3	MUSI 190	Music Industry 1	3

MUS 252	Music in the Marketplace	3	MUS 390 Marketing and Promotion and Music Elective		3
MUS 262	Concert Promotion and Production	3			3
MUS 151	Music Production Technology	3	MUSI 193	Comp. Apps I	3
MUS 251	Studio Recording Techniques	3	MUSI 295	Recording I	3
<i>Notes: Students who take both MUS252 AND MUS262 will be waived from Marketing and Promotion in the Music Industry and get credit for a Music Business Technology elective</i>					
Music Production Concentration					
MUS 160	Sound for Visual Media	3	MUSI xxx	Music Elective	3
MUS 261	Advanced Studio Recording	3	MUSI xxx	Music Elective	3
MUS 265	Live Event Audio Production	3	MUSI 294	Live Audio Production	3

<i>Notes: This course can count toward the 2 Music Business Technology required electives</i>					
MUS 250	Electronic Music Composition	3	MUSI 293	Comp. Apps II	3