

ARTICULATION AGREEMENT REGARDING
TRANSFER OF CONSERVATORY COURSEWORK
FROM
THE AMERICAN MUSICAL AND DRAMATIC ACADEMY
TO
THE CUNY BA PROGRAM, CITY UNIVERSITY OF NEW YORK

This Agreement is made on _____, 2018 (the "Effective Date")

Between

(1) The American Musical and Dramatic Academy (AMDA), having its registered office at 211 West 61st Street, NYC, NY 10023

and

(2) CUNY Baccalaureate for Unique and Interdisciplinary Studies (CUNY BA) of The Graduate School and University Center of The City University of New York (CUNY), a public postsecondary educational institution having its registered office at 365 Fifth Avenue, NYC, NY 10016

Hereinafter jointly referred to as the "Parties" and singularly as the "Party"

WHEREAS

- (1) In order to accomplish the mutual goal of developing a transfer credit agreement between the two parties, The CUNY BA program has agreed to apply a block credit equivalency to coursework taken at AMDA for students who have completed the AMDA programs listed in Section 1.1 of this Agreement and enroll in the CUNY BA degree formally registered with New York State as "C.U.N.Y Baccalaureate for Unique and Interdisciplinary Studies."
- (2) This Agreement sets out the terms and conditions of the arrangement.

Article 1 – Program Structure and Graduation Requirements

- 1.1 Students admitted to the CUNY BA degree program, who have completed one of the three AMDA Certificate Programs listed immediately below, will be awarded 60 non-liberal arts transfer credits to be applied to the degree noted in Section 1.4:
 - 1.1.1 The Integrated Program – Acting, Dance, and Music Theatre
 - 1.1.2 Studio Program (Acting for Stage, Film, and Television), or
 - 1.1.3 Dance Theatre Program

- 1.2 Admitted students must complete all CUNY and CUNY BA academic requirements, including, but not limited to: at least 60 **liberal arts** credits; CUNY's common core; and pertinent courses to fulfill requirements for the CUNY BA concentration(s).
- 1.3 Students who have completed courses, earning at least a grade of a full C, at regionally accredited institutions of higher education may transfer up to an additional 30 liberal arts credits into the CUNY BA program for a total of 90 transfer credits. The individual field of study will determine if the student can complete the degree program within 120 credits.
- 1.4 Although the program is called the CUNY BA program, students will earn a Bachelor of Science.

Article 2 – Admission and Enrollment

- 2.1 Although students will be matriculated in the CUNY BA program and permitted to take courses at any of the CUNY undergraduate colleges, all students must also be matriculated in a CUNY senior college, where they register for all courses and apply for financial aid. Students with remediation needs in writing, quantitative reasoning, or reading must initially be matriculated in one of the seven community colleges in CUNY until remediation requirements have been met.

Article 3 – Program Management Committee and Evaluation and Transfer of Credit Policy

- 3.1 Each party agrees to identify individuals for the oversight of this partnership who shall work collaboratively with the other party's representatives and be responsible for all matters relating to recruitment, admissions, curriculum, advisement, student communication, and day to day operations of the agreement.
- 3.2 CUNY agrees to include AMDA in the list of institutions with which CUNY has established an articulation agreement, in accordance with 34 C.F.R. § 668.43(a)(11).
- 3.3 CUNY acknowledges and agrees that the block credit equivalency and transfer credit agreement set forth herein supplements CUNY's published policies concerning the Evaluation and Transfer of Credits and that, accordingly, coursework eligible for block credit transfer pursuant to this Agreement shall not be subject to individualized course evaluations by CUNY.
- 3.4 CUNY agrees that it will work cooperatively with AMDA to make any additional modifications to its published policies concerning the evaluation and transfer of credits, beyond those modifications already referenced by section 3.3 of this Agreement, to the extent reasonably necessary to facilitate the implementation of this Agreement or to facilitate either Party's compliance with regulatory requirements.

Article 4 – Rules and Regulations

- 4.1 Once an AMDA student has been accepted and enrolled into a CUNY institution s/he will be a CUNY student subject to all CUNY rules and regulations and responsible to CUNY for all financial obligations incurred at CUNY and will be subject to suspension or expulsion from CUNY based upon the same consideration as any other CUNY student.

Article 5 – Confidentiality and Representation to the Public

- 5.1 All information furnished in relation to this Agreement by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure, or which is confidential by its very nature, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this Agreement, unless agreed in writing between the Parties.
- 5.2 The provisions of this Article will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released.
- 5.3 Neither of the Parties shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 5.4 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this Agreement is in effect.
- 5.5 This Article shall survive the termination of this Agreement.

Article 6 – Amendments

- 6.1 Any modifications and/or amendments to this Agreement must be made in writing and with the mutual consent of both Parties.

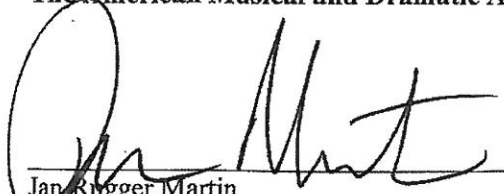
Article 7 – Term

- 7.1 This Agreement is valid for ten (10) years from the date of approval by the President of AMDA and the Board of Trustees of The City University of New York, whichever is later, and shall be continued until all commitments to the last cohort of students participating in the program are fulfilled accordingly.
- 7.2 The agreement will be automatically extended for another two (2) years unless one party notifies the other one (1) year in advance of intention not to renew.
- 7.3 Either Party may terminate this Agreement by giving prior written notice of at least two (2) years in advance to the other Party. Termination of the agreement will not impact students who have already enrolled at CUNY.
- 7.4 If any regulatory agency raises concerns about this Agreement, the parties agree to negotiate in good faith to modify this Agreement so as to effect the original intent of the parties in a reasonably acceptable manner while also addressing the concerns of the regulatory agency.

WITNESS whereof the Parties hereto have caused this Agreement to be duly executed on the day and year first abovementioned.

Signed for:

The American Musical and Dramatic Academy



Jan Rigger Martin
President and Executive Director
**The American Musical and
Dramatic Academy**

Signed for:

**CUNY BA Program
The City University of New York**



Kim J. Hartswick
Director, CUNY BA Program
CUNY Graduate School and University Center
City University of New York

Date: January 29, 2018

Date: January 30, 2018