#### CHAMBERLAIN UNIVERSITY



WTCS Contact:

National Management Office | 3005 Highland Parkway, Downers Grove, IL 60515 | 888.556.8226 | chamberlain.edu Please visit chamberlain.edu/locations for location specific address, phone and fax information.

> Kathy Luppnow Nursing Program Expert Kathy.loppnow@wtcsystem.edu 608-266-1207

Chamberlain Contact:

Kim Wankowski Workforce Solutions Consultant kwankowski@chamberlain.edu 414-640-1512

### **ARTICULATION AGREEMENT**

This Articulation Agreement is entered into by and between Wisconsin Technical College System its affiliates, subsidiaries and related corporations (hereinafter referred to as the "School") and Chamberlain University and shall become effective as of the date of the last signature (effective date). This agreement enables School's graduates, employees or faculty who enroll in Chamberlain College of Nursing's online programs or Chamberlain College of Health Professions online programs to receive a waiver of the application fee normally required by Chamberlain University and incorporates all current and future programs offered by Chamberlain University in Wisconsin. In addition, Chamberlain has the ability to offer customized group start options that are designed to encourage Institution's employees to advance their degree.

#### Transfer Agreement

1. Graduates from School with an Associate Degree in Nursing and proof of RN licensure may be awarded up to 77 proficiency credit hours through the Chamberlain University Articulation Plan (CCAP). This includes 37 liberal arts and sciences credits and 40 nursing credits.

2. This articulation is made explicitly subject to the terms of Chamberlain's admission requirements, academic policies, and program requirements, including but not limited to the Chamberlain academic catalog and student handbook (all of the foregoing collectively referred to herein as the "Chamberlain Policies"). Transfer of courses are considered on an individual basis. Chamberlain may require a catalog, syllabus or additional material. Official transcripts from previously attended institutions are required and the course(s) must be comparable in level and content to the course for which the student is awarded credit. The evaluation includes an analysis of how the courses accepted in transfer meet specific course requirements in the curriculum. In the event of any conflict between or among Chamberlain Policies or elsewhere in this articulation, the terms of the Chamberlain Policies shall prevail.

#### Admission Information

3. School's students are eligible for admission to Chamberlain University's online RN-BSN degree completion option provided they meet the following requirements:

- a. Submit a complete application for admission to Chamberlain University along with the Institution Education Partner (IEP) Eligibility form, and
- b. Is a registered nurse with a current, active RN license in the U.S. or in a jurisdiction that is an associate member of the National Council of State Boards of Nursing (NCSBN), and
- c. Has a minimum cumulative grade point average of 2.0 on a 4.0 scale.

Please refer to http://www.chamberlain.edu/academics for current admission requirements for all online programs

#### School Responsibilities

4. During the term of this Agreement, the School will assist Chamberlain in organizing informational events to communicate the opportunities available through this agreement to all eligible graduates, employees and faculty on a quarterly basis. The opportunities can include, but are not limited to, information/education sessions, workshops, seminars/speakers, webinars, lunch

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and learns and engaging the graduating classes. School will also provide an opportunity for Chamberlain to be included in any electronic communication about the partnership via a linked microsite partner page, e-letter, partnership posters and e-blasts.

5. This Agreement has an initial term of one (1) year. Thereafter, this Agreement will automatically renew on a year-to-year basis for up to two (2) additional one-year terms, unless either party gives the other party a minimum of thirty (30) days prior written notice of non-renewal. Notwithstanding the foregoing, either party may terminate this Agreement for good cause at anytime.

#### Chamberlain's Benefits, Terms and Conditions

6. School's graduates, employees or faculty who enroll in and attend the Chamberlain RN to BSN Degree Completion Option, RN-BSN to MSN, Master of Science in Nursing (MSN), Graduate Certificate, Doctor of Nursing Practice (DNP), Master of Public Health (MPH), or Masters of Social Work (MSW) and all non nursing graduate online programs will be charged tuition at a group specific rate of Chamberlain's then prevailing tuition rate applicable to those online programs. The Chamberlain program and group specific tuition rate applicable to each program are set forth in Exhibit A. Exhibit A is subject to change at Chamberlain's sole discretion. The group specific tuition rate will not apply until the first session start after the execution of this Agreement. For current tuition and fees, please refer to **chamberlain.edu/tuition**. This Agreement applies to all of Institution's employees, faculty or graduates who are Chamberlain students, whether new or continuing.

7. Non-tuition expenses such as books and fees that may be charged to students by Chamberlain are not subject to the groupspecific pricing. No credits or repayments shall be made for any graduates, employees and faculty already enrolled at the time this Agreement becomes effective. School's graduates, employees and faculty are subject to all other admission requirements as set forth in the respective Chamberlain catalogs, addenda and other materials.

8. Neither party is allowed to use the other party's name, tradename, trademark or logos in publicity releases, advertising or social media without first securing prior written consent from the other party for each use.

9. The relationship established under this Agreement shall be that of a contractor and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner.

10. Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party shall use the name, tradename, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, tradename, trademark, or logo of the other party. This section shall survive termination of this Agreement for any reason.

#### Indemnity and Limitation of Liability

- a. Chamberlain will indemnify and hold harmless School from any damages or expenses caused solely by Chamberlain's use of School's name, trade names, trademarks, and logos or failure to comply with the requirements regarding termination of this Agreement as provided in paragraph 10. Chamberlain will have no duty to defend and allegations will not trigger the Chamberlain's duty to indemnify defense costs. Chamberlain shall have no obligation to indemnify School for any damages or expenses School incurs arising out of School's negligence, acts or omissions. In the event that School enters a settlement with a third-party, Chamberlain will have no obligation to indemnify School for the settlement or other expenses.
- b. School will indemnify and hold harmless Chamberlain from any damages or expenses caused solely by School's use of Chamberlain's name, trade names, trademarks, and logos or failure to comply with the requirements regarding termination of this Agreement as provided in paragraph 10. School will have no duty to defend and allegations will not trigger the School's duty to indemnify defense costs. School shall have no obligation to indemnify Chamberlain for any damages or expenses Chamberlain incurs arising out of Chamberlain's negligence, acts or omissions. In the event that Chamberlain enters a settlement with a third-party, School will have no obligation to indemnify Chamberlain for the settlement or other expenses.
- c. Chamberlain hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Chamberlain's aggregate maximum liability arising from or in any way related to this articulation (whether in contract, tort, strict liability or otherwise) shall not exceed One Thousand Dollars (\$1,000). In

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no event will Chamberlain be liable for any indirect, consequential, incidental, special or punitive damages of any kind.

11. In the case this Agreement is terminated for any reason by either party, no additional School's graduates, employees and faculty will be eligible for the Program benefits. Students enrolled at the time of termination will (i) receive the applicable group tuition rate for one session following the then current session; and (ii) be informed by the Chamberlain admissions services team via e-mail that their group tuition rate will be eliminated after one term following the then current session.

12. This Agreement contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral. This Agreement may not be modified, altered, or amended except by a written instrument signed by both parties. Any provision of this Agreement which is found to be illegal or invalid shall be severed and removed from this Agreement and shall not affect the legality or validity of the remaining provisions.

13. In the event of any dispute between the parties regarding the terms of this Agreement or the obligations of a party hereunder, all such disputes shall be referred to binding arbitration by a single arbitrator (mutually agreed upon by the parties) under the arbitration rules of the American Arbitration Association. This Agreement shall be governed and construed according to the laws of the State of Illinois without regard to any choice of law provision.

14. Accreditation: Both parties agree that failure to maintain regional accreditation will be grounds for termination of the agreement. Failure to maintain accreditation required by the specific academic program(s) referenced in this agreement will be grounds for exclusion of that program from the agreement.

Chamberlain University

Kanil Ranil Herath -FB7B63EF146D45B. Vice President of Global Partnerships

12/16/2020

Date

# 12-2 System-wide Articulation Agreement Signature Page

Agreement with: Chamberlain University

**College Partner** 

for the Nursing

Primary State Program Title

and \_\_\_\_\_ Primary Number

Date: 12/16/2020 Calendar Date (mm/dd/yyyy)

Wisconsin Technical College System - Instructional Service Administrators

Karen Schmitt Blackhawk Technical College

Christopher J. afatheny Fox Valley Technical College

*Jim Lemerond* Jim Lemerond (Dec 17, 2020 14:25 CST)

Lakeshore Technical College

Deb Stencil Deb Stencil (Dec 18, 2020 11:57 CST)

**Mid-State Technical College** 

James V. Eden

Moraine Park Technical College

Dr. Damen 4. Adres

Northcentral Technical College

Kathleen Garrity Southwest Wisconsin Technical College

Kathleen L. Linaker, DC, PhD Heen Jinaker DC, PhD (Dec 21, 2020) 2:14 (ST)

Western Technical College

Julie Furst-Bowe Chippewa Valley Technical College

*Zina Haywood* Zina Haywood (Dec 17, 2020 07:58 CST)

**Gateway Technical College** 

**Madison Area Technical College** 

Mohammad Dakwar Mohammad Dakwar (Dec 17, 2020 09:38 CST)

**Milwaukee Area Technical College** 

**Nicolet Area Technical College** 

Katang Rogosli

**Northeast Wisconsin Technical College** 

Bradley Piazza (Jan 19, 2021 13:41 CST) Waukesha County Technical College

*Stephanie Erdmann* Stephanie Erdmann (Dec 17<u>, 2020 03:35 CST)</u> Wisconsin Indianhead Technical College



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Addendum One: Wisconsin Technical College System Curriculum

Associate of Science in Nursing

# CHARLER LA

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Exhibit A

# **Chamberlain Program**

# **Group Specific Percentage**

10%
10%
10%
10%
10%
10%