ARTICULATION AGREEMENT

Between
Chamberlain College of Nursing and
Moraine Park Technical College

For Transfer of Moraine Park Technical College’s Associate of Science in Nursing degree.

Statement of Purpose
The purpose of this articulation is to provide a basis for a cooperative relationship between Chamberlain College of Nursing and Moraine Park Technical College to benefit students who desire to complete a bachelor’s degree. The intent is for Moraine Park Technical College students completing the AS degree plan to move seamlessly to the BSN degree plan.

Transfer Agreement
Graduates from Moraine Park Technical Collegewith an Associate Degree in Nursing and proof of RN licensure may be awarded up to 82 proficiency credit hours through the Chamberlain College of Nursing Articulation Plan (CCAP). This includes 37 liberal arts and sciences credits and 45 nursing credits.

This articulation is made explicitly subject to the terms of Chamberlain’s admission requirements, academic policies, program requirements, and course descriptions, including but not limited to the Chamberlain academic catalog, student handbook and academic policy regarding transfer of external credit (all of the foregoing collectively referred to herein as the “Chamberlain Policies”). In the event of any conflict between or among Chamberlain Policies or elsewhere in this articulation, the terms of the Chamberlain Policies shall prevail.
Addendum One: Moraine Park Technical College Curriculum
Associate of Science in Nursing Course Requirements

Admission Information
Moraine Park Technical College students are eligible for admission to Chamberlain College of Nursing provided they meet the following requirements:

a. Submit a complete application for admission to Chamberlain College of Nursing, 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

* Has a minimum cumulative grade point average of 2.0 on a 4.0 scale.

* Please refer to http://www.chamberlain.edu/admissions/undergraduate/Bachelor-of-Science-in-Nursing-%28BSN%29-Degree/rn-to-bsn-online-degree-completion- for the most updated RN-BSN option Admissions information.

As Moraine Park Technical College graduates complete the 47 credit hour requirement for the award of the BSN degree in nursing, they must meet the graduation requirements as approved by Chamberlain College of Nursing at the time of the student’s admission to the Bachelors of Science program.

Term, Renewal and Changes
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 four (4) 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 a material breach by the other part upon giving the other party fifteen (15) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the fifteen (15) day cure period.

The Chamberlain and Moraine Park Technical College Presidents, or their designees, must approve amendments to this Agreement and no such amendments or alterations will be effective unless in writing and signed by the authorized representative of each party.

Reduced Tuition Pricing
Moraine Park Technical College employees and graduates who enroll in and attend a Chamberlain online post-licensure nursing program will receive a special tuition rate charged at 90% of the prevailing tuition rate for the applicable program. The special tuition rate is effective on the date of this Agreement as set forth above and will remain in effect during the term of this Agreement, except that the special tuition rate will not apply until the first term after the execution of this Agreement. Tuition and expenses are calculated
each session and subject to change. A prepared financial statement is available each month and outlines the charges and balance due. Please refer to chamberlain.edu/tuition for the most updated information on tuition and expenses. Non-tuition expenses such as books, student activity fees, lab fees, and miscellaneous supplies that may be charged to students by Chamberlain are not eligible for the special tuition rate. Institution’s employees and students are subject to all other requirements, rules, policies and procedures as set forth in the Chamberlain catalogs and addenda, as amended from time to time. This Agreement applies to all of Institution’s employees who are Chamberlain students, whether new or continuing. Institution’s student enrollment numbers shall be reviewed following each semester, or three times per year.

In no event will Moraine Park Technical College’s employees and graduates who are Chamberlain students receive a credit, repayment, reparation or refund of any money previously paid or due for any class taken before or pending on the Effective Date of this Agreement.

Disclaimer, Limitation
Chamberlain hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, 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 no event will Chamberlain be liable for any indirect, consequential, incidental, special or punitive damages of any kind.

Limited License, Promotion and Indemnification
Moraine Park Technical College will provide opportunities for representatives of Chamberlain to visit Moraine Park Technical College locations and disseminate information about Chamberlain College of Nursing’s programs and this Agreement. The marketing plans may include but are not limited to:

- Introductory letter with brochure and microsite to current students announcing Education Agreement and nursing programs
- Brochures, inquiry cards, and posters with tear offs to be distributed and posted around Moraine Park Technical College regions for the purpose of informing potential students of Chamberlain programs
- Annual meetings with chief contact to track progress on the partnership
- Press releases announcing partnerships
- Listing partnership on websites

Moraine Park Technical College is hereby granted a limited, non-exclusive license to use the Chamberlain name, tradenames, trademarks, and logos during the terms of this Agreement for the sole purpose of fulfilling the terms of this Agreement; and Chamberlain is hereby granted a limited, non-exclusive license to use Moraine Park Technical College’s name, trade names, trademarks, and logos during the term of this Agreement for the sole purpose of fulfilling the terms of this Agreement.

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. Each part shall indemnify and hold harmless the other party from any and all damages and liability arising in any way related to its respective breach of the restrictions set forth in herein; provided that the indemnified party gives the indemnifying party prompt written notice of any indemnified claim and tenders defense of such claim to the indemnifying party. The indemnified party shall not settle any indemnified claim without the prior a written consent of the indemnifying party. This section shall survive termination of this Agreement for any reason.

Miscellaneous
This Agreement sets forth the entire and complete statement of intent between the parties as to the subject matter hereof. This Agreement shall not be altered, amended or construed by any prior or contemporaneous oral or written agreement or undertaking between the parties. This Agreement will be governed by the laws of the state of Wisconsin without regard for its conflicts of laws principles. The relationship of the parties is and shall remain that of independent contractors and the parties shall not be or be deemed partners or joint ventures. Neither party shall have any authority to contract for or bind the other. Neither party may subcontract or assign this Agreement, except that Chamberlain may assign this Agreement to any parent.

Agreement Approvals
Each party signing this Agreement is authorized by their institution to enter into this Agreement on behalf of their institution.
Addendum One: Moraine Park Technical College Curriculum

Associate of Science in Nursing