

## EDUCATION AGREEMENT

This Articulation Agreement (the "Agreement") dated as of January 11, 2012 (the "Effective Date") is by and between Chamberlain College of Nursing, LLC, a Delaware limited liability company ("School") and Kansas City Kansas Community College ("Institution") and is intended to allow associate degree in nursing and/or diploma in nursing graduates to transfer approved credit hours into the Chamberlain Bachelor of Science in Nursing degree program of study. Chamberlain will award 81 semester transfer credits for approved nurses into its bachelor of science in nursing degree program.

### 1. Chamberlain Profile and Accreditation

Chamberlain is regionally accredited by The Higher Learning Commission of the North Central Association ("NCA"). The baccalaureate degree program is accredited by the National League for Nursing Accreditation Commission ("NLNAC") and the Commission on Collegiate Nursing Education ("CCNE"). Chamberlain fosters student learning through high quality, undergraduate degree programs in nursing. Chamberlain delivers its BSN completion program in an online format to meet the needs of a diverse and geographically dispersed student population. Classes offered online are available to students 24 hours a day, 7 days a week. Semesters are comprised of two eight-week sessions. There are three semesters each academic year. All course credits are stated in terms of semester credit hours.

### 2. Institution Profile and Accreditation

As noted on Kansas City Kansas Community College's website, CSCC's Nursing program consists of 75 credit hours leading to an Associate of Applied Science degree in Nursing. {Reference: [www.kckcc.edu](http://www.kckcc.edu)}

Kansas City Kansas Community College is regionally accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools (NCA-HLC) {Reference: [www.hcahlc.org](http://www.hcahlc.org); [www.chea.org](http://www.chea.org)}

Kansas City Kansas Community College is fully approved by the Kansas State Board of Nursing. {Reference: <http://www.nursing.kansas.gov/PDFS/education/09updated/RNlist.pdf>}

### 3. Articulation Transfer

The Chamberlain academics department develops, approves, maintains, and publishes the Articulation Agreement guidelines in accordance with established Chamberlain academic policies and procedures. This Articulation Agreement provides a comprehensive determination of the coursework paths into Chamberlain programs in accordance with those policies, guidelines and procedures.

This articulation agreement is based on:

- a. Chamberlain admissions requirements, academic policies, program requirements, and course descriptions.
- b. Institution's catalog/calendar's course descriptions and other relevant information.
- c. Institution will, upon request, provide copies of its course descriptions and syllabi in order to allow Chamberlain's academics department to determine equivalency.

Chamberlain requires that a minimum of 32 hours of the required course credit hours in the baccalaureate curriculum be completed at Chamberlain in order to graduate.

Quarter credit hours convert to semester credit hours in accordance with Chamberlain policy. The conversion basis is 1 quarter credit hour to .67 semester credit hour. For example, a four quarter credit hour course converts to 3 semester hours.

Institution students wishing to transfer to the Chamberlain BSN program will be considered for admission at Chamberlain when the following materials have been submitted: (i) a completed application form; (ii) official college transcripts from all colleges and universities attended, including a transcript documenting an Associate of Science in Nursing Degree or a diploma in nursing from Institution; (iii) a copy of the registered nurse license. Upon receipt and verification of these items, the Institution's nursing graduates shall be granted admission to the Chamberlain BSN program.

The BSN program at Chamberlain is a 129 semester credit hour degree. Qualified Institution graduates applying to Chamberlain College of Nursing will receive 81 semester hours of transfer credit if they successfully complete the Institution's associate degree or diploma in nursing program with a minimum of 2.0 GPA.

Courses taken to meet associate degree or diploma in nursing program requirements at Institution that are the same as or reasonably similar to requirements for the BSN degree at Chamberlain as determined by the Chamberlain academics department personnel may be accepted as fulfilling the content requirement for the Chamberlain BSN degree. However, credit will not be awarded toward the Chamberlain BSN for courses that are not equivalent to requirements for the BSN degree at Chamberlain. The students transferring from Institution to the Chamberlain BSN program may need to take additional electives to meet the total degree requirement of 129 semester credits.

#### **4. Term, Renewal and Changes**

This Articulation 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 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 any time.

The Chamberlain President and the Institution President, or their designees, must approve amendments to this Articulation Agreement and no such amendments or alterations will be effective unless in writing and signed by the authorized representative of each party. In the event either party makes a material program or academic change, it shall provide the other party with notice of such change and any information reasonably requested to evaluate the potential effect of such changes on the program and this Agreement.

During the term of this Agreement, each party will be allowed to notify all students or potential students of the availability of this program, provided such notices are accurate and not misleading in any material respect. In addition, Institution agrees to include Chamberlain in all publications that list colleges to which Institution's nursing students may transfer, listing degree options and any articulation agreements on the same basis as similar degree programs and agreements with other senior colleges and universities. Institution further agrees to include Chamberlain in any presentation of information to Institution's nursing students regarding Bachelor of Science in nursing degree options. Institution shall provide drafts of any publication referring to Chamberlain or the articulation program to Chamberlain prior to publication. Institution shall not publish any material referring to Chamberlain or the articulation agreement that is either factually inaccurate or misleading or to which Chamberlain has made a reasonable objection.

#### **5. Reduced Tuition Pricing**

Institution's Graduates who enroll in and attend the Chamberlain RN to BSN online nursing program will be charged tuition at 90% of the then-prevailing tuition rate applicable to the RN to BSN online program. The rated tuition charges are 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 reduced tuition will not apply until the first term after the

execution of this Agreement. Non-tuition expenses such as books, student activity fees, lab fees, and miscellaneous supplies that may be charged to students by Chamberlain are not subject to discount. This Agreement applies to all of Institution's Graduates who are Chamberlain BSN students, whether new or continuing.

In no event will Institution's employees 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. The Institution shall have the option to either provide direct tuition payment to Chamberlain for their employees who are Chamberlain students, (or have a third-party service provider pay Chamberlain directly), or require that each student pay his or her own tuition directly to Chamberlain. In the event that Institution chooses to require its students or a third party to pay tuition and a student or third party fails to pay Chamberlain, Institution agrees to pay the delinquent tuition to Chamberlain, and seek separate reimbursement from the student or third party at Institution's option. All fees, books, and other non-tuition charges will be the responsibility of Institution and its employees. Institution shall verify eligibility for this tuition discount program of its employee applicants to Chamberlain's RN to BSN online nursing programs.

## **6. Limited License, Promotion and Indemnification**

Institution agrees to provide information about this Agreement and to promote Chamberlain programs among its student population. Institution will also provide opportunities for representatives of Chamberlain, or Chamberlain's approved agents, to visit Institution's locations and disseminate information about Chamberlain's programs and this Agreement. Institution is hereby granted a limited, non-exclusive license to use the Chamberlain name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Chamberlain's programs in accordance with this Agreement; and Chamberlain is hereby granted a limited, nonexclusive license to use the Institution's name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of marketing to Institution's student population about this Agreement and Chamberlain's programs in accordance with 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 party 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 written consent of the indemnifying party. This Section 6 shall survive termination of this Agreement for any reason.

## **7. 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 Illinois save for any choice of law provisions. 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 venturers. 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, subsidiary, affiliate company or any successor company formed by the merger or reorganization or similar corporate transaction of Chamberlain with any other company.

**8. Additional Documents and Promotion**

Chamberlain and Institution course descriptions, including prerequisites, of the articulating courses as generally published and available to the public will be included in this Agreement by reference.

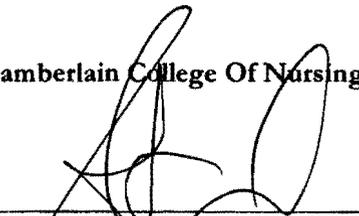
The Institution and Chamberlain agree to the customized relationship marketing plan described in Appendix A, which is incorporated herein by reference. The joint purpose of the plan will be to promote the educational programs offered by Chamberlain to Institution's Alumni

**9. Agreement Approvals**

The effective date of this Agreement shall be January 11, 2012 and shall continue in effect during the term in accordance with the provisions stated above.

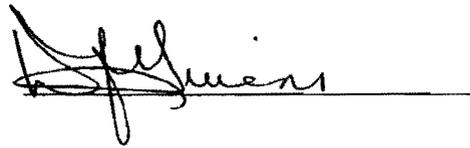
Each party signing this Agreement is authorized by their institution to enter into this Agreement on behalf of their Institution.

**Chamberlain College Of Nursing, LLC**

  
\_\_\_\_\_  
Susan Groenwald  
President

2/16/12  
\_\_\_\_\_  
Date

**Kansas City Kansas Community College**

  
\_\_\_\_\_

2/2/2012  
\_\_\_\_\_  
Date

**EDUCATION PARTNER CONTACT INFORMATION**

**Community College Contact:**

Shirley Wendel, Dean of Nursing and Allied Health  
swendel@kckcc.edu, 913.288.7126  
Kansas City Kansas Community College  
7250 State Avenue  
Kansas City, KS 66112

**Mailing Address:**

**Chamberlain Contact:**

Amy Harrington, Healthcare Development Specialist  
aharrington@chamberlain.edu, 314.991.6301  
11830 Westline Industrial Drive  
St. Louis, MO 63146

**Mailing Address:**

**Appendix A**  
**Relationship Marketing Plan**

Marketing Plan: to include but not limited to,

- Introductory letter with brochure to alumni announcing Articulation Agreement and nursing programs
- Kickoff breakfast or lunch-and-learn sessions with Chamberlain College of Nursing representatives
- Brochures, lead cards, and posters with tear offs to be distributed and posted around Community College
- Promotion of partner microsite through alumni communications from Institution Leadership
- Flyer inserts in mailings to alumni
- Table displays in lunch room and meeting places at Institution
- Tri-annual meetings with chief contact to track progress on the partnership and to explore methods for increasing enrollments and expanding the partnership
- Press releases announcing partnerships
- Listing partnership on websites