ACADEMIC AGREEMENT

<u>Purpose</u>: This agreement between Embry-Riddle Aeronautical University (ERAU) and Northwest Florida State College (NWFSC) facilitates the recognition, applicability, and seamless transition of NWFSC's relevant certification and licenses earned by its graduates toward Embry-Riddle Aeronautical University degree programs offered through its Worldwide Campus.

Contact Information:

For ERAU: Michael Kosher

Enrollment Development Director

Embry-Riddle Aeronautical University-Worldwide

600 S. Clyde Morris Blvd Daytona Beach, FL. 32114

573-268-5303

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For NWFSC: Dennis Sherwood

Dean, Career and Technical Education

Northwest Florida State College

100 College Boulevard Niceville, FL 32578

850-729-6051

Effective Date and Termination: This agreement becomes effective upon the signing of both parties and shall continue in effect until both parties agree in writing to modify or terminate the agreement. However, this agreement may be modified unilaterally by ERAU as it may be necessary to bring it within the purview of and in accordance with the directives of Worldwide Operations and the policies of Embry-Riddle Aeronautical University. The termination of the agreement shall become effective ninety (90) days after written notice is given. Should either party decide to terminate the agreement, ERAU will honor applicants that applied prior to the notification of cancellation. Additionally, if either party loses its accreditation, this agreement shall be terminated immediately.

Accreditation Not Transferable: Embry-Riddle Aeronautical University is accredited by the Southern Association of Colleges and Schools' Commission on Colleges to award Associate, Bachelor, Master, and Doctoral degrees. The accreditation of Embry-Riddle Aeronautical University does not extend to, or include, any partner institutions or their students. Further, although Embry-Riddle Aeronautical University agrees to accept certain course work from Northwest Florida State College to be applied toward an award from Embry-Riddle Aeronautical University or collaborates in other ways for generation of course credits or program credentials, that coursework may not be accepted by other colleges and universities in transfer, even if it appears on a transcript from Embry-Riddle Aeronautical University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

Transferability of Credit: ERAU shall consider and review all credit completed with a grade of "C" or higher based on the guidelines as set forth in the United States Council for Higher Education Accreditation. Participating students shall be required to complete an ERAU program of study that is comprised of, at minimum, one hundred and twenty (120) credit hours. The transfer student's records (transcripts, etc.) will be evaluated according to the rules and regulations as described in the catalog and in accordance with University policies in effect at the time of the student's admission to a degree program. After evaluation, the student will be notified that an official evaluation has been completed, which details all applicable transfer credit that has been accepted by the University.

Admission: Agreeing institutions will assess the holders of a high school diploma (or equivalent) wishing to enter their programs and places them into courses on the basis of their academic background and demonstrated experience in specific courses. Applicants are required to participate in the NWFSC admission process and submit application materials for evaluation to the Admissions Office at ERAU. They must meet the requirements for admission and be accepted to both institutions to be considered for an academic agreement with ERAU. Students must attain a minimum Cumulative Grade Point Average (2.0 on a 4.0 scale) in all work attempted at NWFSC (and other institutions of higher education) to be admitted to a baccalaureate program with ERAU. Applications at ERAU are valid for one (1) calendar year. Full enrollment at ERAU may be permitted after the completion of the NWFSC program. ERAU will waive the application fee for academic agreement students.

<u>Program Management and Reporting</u>: To assure the admission and academic success of participating students, each institution will agree to develop and maintain a program management and reporting system, in collaboration with participating faculty, advisors, and students, to continuously improve the academic agreement.

NWFSC will:

- o Provide the opportunity for ERAU to participate in any and all College Fairs or special events held at, or sponsored by, NWFSC.
- Provide ERAU admission and transfer information to all prospective agreement students.

• ERAU will:

- o Give full consideration for any applicable scholarships or financial assistance resources by ERAU to students participating in this agreement.
- Advise eligible prospective students of their benefits under the VA, maintain VA benefit records, and ensure prompt and deliberate response to student inquiries regarding VA funded education benefits. The student retains responsibility for monies owed to ERAU.

<u>Indemnification</u>: The parties hereby agree to indemnify, defend, and hold harmless each other, and their respective officers, trustees, directors, shareholders, agents, employees, representatives, and successors in interests against and from any and all liability, loss, cost, injury, damage and expense, including but not limited to reasonable and necessary attorney fees and court costs, of any kind whatsoever arising out of, connected with, or relating to the indemnifying party's performance under this contract, or its acts or omissions, or those of any person or entity acting on the indemnifying party's behalf or at its request. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral, or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

Logo, Names, and Marks: The parties agree that neither this document nor any performances or actions taken in connection therewith shall create a partnership or joint venture between them and that neither shall advertise, state, or otherwise imply anything to the contrary. Unless otherwise agreed in writing, neither party shall use, display, or otherwise engage the logos, names, trademarks, or other identification or protected intellectual property of the other. Requests for permission to use the Embry-Riddle Aeronautical University name, logo, or other identification marks or symbols should include, where appropriate, a design concept showing the proposed use of the logo and the time period of logo usage, and shall be directed to Worldwide Marketing Department at wwmktg@erau.edu or (386)323-8673.

<u>Disputes/Jurisdiction</u>: The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Florida, and County of Volusia without regard to otherwise applicable choice of law provisions.

The parties agree to resolve any disputes between them in Volusia County, Florida by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved by means of binding arbitration by a single arbitrator, and shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator may be reduced to a judgment at law. Unless otherwise provided in this agreement or elsewhere, each side shall bear its own costs and expenses. Either party may invoke the terms of this provision by providing written notice to the other. In the event the non-invoking party fails to timely respond to the invoking party's notice, the invoking party may proceed to binding arbitration, and the arbitrator may render a decision without the input of the non-invoking party.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Volusia County, Florida courts to prevent an imminent, irreparable harm. If performance under this contract takes place in some other jurisdiction, then ERAU may also seek injunctive relief in that jurisdiction.

<u>Scanned or Imaged Signatures</u>: The parties agree that either or both may store copies of this agreement using scanned, imaged, or other digital media, and that original signatures captured thereby shall be acceptable and admissible in the same manner as the original signatures.

<u>Headings</u>: The headings in this Agreement are provided for convenience purposes only. They shall not be binding in the interpretation or construction of this Agreement

<u>Counterparts</u>: This Agreement may be executed in two or more counterparts, each one of which shall be deemed to be an original.

<u>Force Majeure</u>: No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

Entire Agreement: This Agreement constitutes the entire agreement of the parties, and no verbal agreements shall be given force or effect, unless reduced to writing and signed and dated by authorized signatories of each party.

Embry-Riddle Aeronautical University Worldwide Northwest Florida State College

John R. Watret, Ph.D.

Date

Chancellor, Worldwide Campus

Embry-Riddle Aeronautical University

Ty Handy, Ed.D. President

Northwest Florida State College

Northwest Florida State College Common Course/Equivalency List

			Embry Biddle Agreementical University			
Northwest Florida State College			Embry-Riddle Aeronautical University			
ACG 2001	Accounting I	3	MGMT 210	Financial Accounting	3	
ACG 2011	Accounting II	3	XACCT	Accounting Elective (equivalent as Lower Level)	3	
ACG 2071	Managerial Accounting	3	MGMT 312	Managerial Accounting	3	
AMH 2010	American History I	3	XHIST	History Elective (equivalent as Lower Level)	3	
AMH 2020	American History II	3	XHIST	History Elective (equivalent as Lower Level)	3	
AML 2010	American Literature I	3	HUMN 310 or XHUMN	(applicable as Lower Level)	3	
AML 2020	American Literature II	3	HUMN 310 or XHUMN	American Literature or Humanities Elective (applicable as Lower Level)	3	
ARH 1000	Humanities Art	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3	
ARH 2050	Art History: Pre-Renaissance	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3	
ARH 2051	Art History: Renaissance-18th Century Neo-Classicism	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3	
AST 1002	Astronomy	4	XPHYS	Physical Science Elective (equivalent as Lower Level)	4	
BSC 1010C	Principles of Biology I	4	BIOL 107	Elements of Biological Science	3	
			XBIOL	Biology Elective (equivalent as Lower Level)	1	
BSC 1011C	Principles of Biology II	4	XBIOL	Biology Elective (equivalent as Lower Level)	4	
BUL 2241	Business Law I	3	XMGMT	Management Elective (equivalent as Lower Level)	3	
BUL 2242	Business Law II	3	XMGMT	Management Elective (equivalent as Lower Level)	3	
BUL 3320	Law and Business	3	MGMT 390	Business Law	3	
CGS 1030	Computer Basics	3	CSCI 109	Introduction to Computers & Applications	3	
CGS 1100	Microcomputer Applications	3	CSCI 109	Introduction to Computers & Applications	3	
CGS 1570	Computer Applications for Business	3	CSCI 109	Introduction to Computers & Applications	3	
CHM 1045C	General Chemistry I	4	XCHEM	Chemistry Elective (equivalent as Lower Level)	4	

CHM 1046C	General Chemistry II	4	XCHEM	Chemistry Elective (equivalent as Lower Level)	4
CTS 2104	Introduction to Windows	3	xcscı	Computer Science Elective (equivalent as Lower Level)	3
DSC 1002	Domestic and International Terrorism	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 1004	Introduction to the NRF and NIMS	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 1222	Psychological Management of Disaster Victims	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 1552	Critical Infrastructure Protection	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 1562	Homeland Security Threat Strategy	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 1631	Planning Considerations for Terror Prevention	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 1751	Homeland Security Policy and Law	3	XTECH	Technical Specialty (applicable as Lower Level)	3
DSC 2056	Disaster Response Operations	3	XTECH	Technical Specialty (applicable as Lower Level)	3
ECO 2013	Economics I	3	ECON 211	Macroeconomics	3
ECO 2023	Economics II	3	ECON 210	Microeconomics	3
ENC 1101	English Communication I	3	ENGL 123	English Composition	3
ENC 1102	English Communication II	3	HUMN 142	Studies in Literature	3
ESC 1000	Earth Science	4	XPHYS	Physical Science Elective (equivalent as Lower Level)	4
FFP 1505	Fire Prevention Practices	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1540	Private Fire Protection Systems I	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1740	Fire Service Course Delivery	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1800	Disaster Education for Individuals and the Community	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1801	Intro to Emergency Mgmt Administration	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1810	Fire Fighting Tactics and Strategy I	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1826	Incident Management	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1880	Public Policy in Emergency Management	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1881	Emergency Management Leadership	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 1890	Emergency Management for the Tourism/Hospitality Industry	3	XTECH	Technical Specialty (applicable as Lower Level)	3

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FFP 2120	Building Construction for the Fire Service	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 2521	Construction Documents and Plans Review	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 2811	Fire Fighting Tactics and Strategy II	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 2820	Emergency Preparedness	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 2823	Technical Applications in Emergency Mgmt	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 2841	Contingency Planning for the Private Sector	3	XTECH	Technical Specialty (applicable as Lower Level)	3
FFP 2834	Effects of Disaster on Society	3	XTECH	Technical Specialty (applicable as Lower Level)	3
GEB 1011	Introduction to Business	3	XMGMT	Management Elective (equivalent as Lower Level)	3
GEB 2430	Business Ethics	3	XMGMT	Management Elective (equivalent as Lower Level)	3
HLP 1081	Wellness: Practice/Theory	3	XOPEN	Open Elective (equivalent as Lower Level)	3
HUM 1020	Humanities - Introduction	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3
HUM 2250	Humanities - A Contemporary Perspective	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3
HUN 2201	Nutrition	3	XOPEN	Open Elective (equivalent as Lower Level)	3
LIN 1670	Writing and Grammar	3	XOPEN	Open Elective (equivalent as Lower Level)	3
LIT 2100	World Literature I	3	HUMN 300 or	Elective (applicable as Lower	3
LIT 2120	World Literature II	3	HUMN 300 or	Elective (applicable as Lower	3
MAC 1105	College Algebra	3	MATH 140	College Algebra	3
MAC 1114	Trigonometry	3	MATH 142	Trigonometry	3
MAC 1147	Pro Calculus Algebra/Trigonometry	5	MATH 111	College Mathematics for Aviation I	3
	Pre-Calculus Algebra/Trigonometry	J	XMATH	Mathematics Elective (equivalent as Lower Level)	2
MAC 2233	Calculus for Business	3	MATH 112	College Mathematics for Aviation II	3
MAN 2021	Management	3	MGMT 201	Principles of Management	3
MAN 2300	Personnel Management	3	XMGMT	Management Elective (equivalent as Lower Level)	3
MAN 3052	Management Philosophy and Practice	3	XMGMT	Management Elective (Upper Level)	3

					
MAN 3120	Leadership and Group Dynamics	3	MGMT 371	Leadership	3
MAN 3310	Issues in Human Resource Management	3	MGMT 314	Human Resource Management	3
MAN 3583	Project Management	3	MGMT 391	Introduction to Project Management	3
MAR 2011	Introduction to Marketing	3	MGMT 311	Marketing	3
			WEAX 201	Meteorology I	3
MET 1010	Introduction to Meteorology	4	XMTRL	Meteorology Elective (equivalent as Lower Level)	1
MKA 2021	Professional Selling	3	XMGMT	Management Elective (equivalent as Lower Level)	3
MKA 2041	Retail Management	3	XMGMT	Management Elective (equivalent as Lower Level)	3
MKA 2511	Advertising	3	XMGMT	Management Elective (equivalent as Lower Level)	3
MNA 1161	Customer Service	3	XMGMT	Management Elective (equivalent as Lower Level)	3
MNA 1345	Supervision I	3	XMGMT	Management Elective (equivalent as Lower Level)	3
MNA 2100	Organizational Behavior	3	MGMT 317	Organizational Behavior	3
OST 2335	Business Communications	3	ENGL 222	Business Communication	3
PHI 2010	Introduction to Philosophy	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3
PHI 2600	Introduction to Ethics	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3
			PHYS 102	Explorations in Physics	3
PHY 1020	Physical Science	4	XPHYC	Physics Elective (equivalent as Lower Level)	1
PHY 1053C	General Physics I	3	PHYS 102	Explorations in Physics	3
PHY 1054C	General Physics II	3	PHYS 102	Explorations in Physics	3
			PHYS 150	Physics I for Engineers	3
PHY 2048C	College Physics I	4	XPHYC	Physics Elective (equivalent as Lower Level)	1
	College Physics II		PHYS 250	Physics III for Engineers	3
PHY 2049C		4	XPHYC	Physics Elective (equivalent as Lower Level)	1
POS 1041	American Government	3	XGOVT	Government Elective (equivalent as Lower Level)	3
PSY 2012	Psychology	3	PSYC 220	Introduction to Psychology	3
REL 2300	Introduction to World Religions	3	XHUMN	Humanities Elective (equivalent as Lower Level)	3
SLS 1101	College Success	3	XOPEN	Open Elective (equivalent as Lower Level)	3
SPC 1608	Speech	3	SPCH 219	Speech	3
SPC 2300	Interpersonal Communication	3	XSPCH	Communication Elective (equivalent as Lower Level)	3

STA 2023	Statistics	3	MATH 222	Business Statistics	3
SYG 2000	Sociology	3	SOCI 210	Introduction to Sociology	3
WOH 1012	World Civilization I	3	XHIST	History Elective (equivalent as Lower Level)	3
WOH 1022	World Civilization II	3	HIST 110	World History	3