

**ARTICULATION AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
AND
NOVA SOUTHEASTERN UNIVERSITY, INC.,
on behalf of its
COLLEGE OF PHARMACY**

THIS ARTICULATION AGREEMENT (“Agreement”) is hereby made and entered into on **this 15th day of June 2021**, between the **District Board of Trustees of Broward College, Florida** (“BC”) and **Nova Southeastern University, Inc.** on behalf of its College of Pharmacy (“NSU”). This Agreement shall apply only to BC student admissions into NSU’s Doctor of Pharmacy Program (NSU Pharm.D. Program).

WITNESSETH

The purpose of this Agreement is to facilitate the admission of BC students into the NSU Pharm.D. Program under the following understandings:

- BC and NSU are both accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACS COC”).
- Students who complete a Pre-Health Professional Studies (PHPS) Certificate from BC with a minimum GPA of 3.30 on a 4.0 scale and successfully complete or are in progress of completing all admission requirements and all application procedures for the NSU Pharm.D. Program will be offered an admission interview for the NSU Pharm.D. Program.
- BC students who complete a PHPS Certificate may be required to complete additional courses, based upon NSU’s required courses and academic assessment of the student’s transcripts, in order to satisfy the prerequisites of the Pharm.D. program. Prerequisites must be completed or in progress prior to earning an admission interview. NSU reserves the right to change any prerequisites in its sole discretion.

I. ELIGIBILITY REQUIREMENTS

- A. Students must comply with current guidelines for admission, see Exhibit B, e.g., for the 2020/2021 guidelines.
- B. Students must successfully complete the PHPS Certificate from BC with a minimum GPA of 3.30 on a 4.0 point scale to be eligible for admission interview under this Agreement.
- C. Students must complete all courses in the PHPS Certificate from BC with a minimum grade of C.

II. CREDIT TRANSFERABILITY

- A. The transfer of any course credits accumulated from other institutions for acceptance in the Pharm.D. Program is in NSU’s sole and absolute discretion. Standardized examination, e.g., PCAT, is recommended, but not required. NSU will evaluate all coursework and test credits from regionally accredited institutions for consideration into the NSU Pharm.D. Program; it being understood that acceptance and application of any such credits is in NSU’s sole and absolute discretion.
- B. The students will be responsible for making all arrangements and payments to have their official transcripts of all courses timely sent to NSU to be received by the application deadline.



III. COORDINATION

- A. BC will allow NSU representatives to conduct on-campus visits or virtual information sessions in accordance with BC policy to provide information about the Pharm.D. Program offered under this Agreement to BC students, alumni, faculty, and staff.
- B. A scheduled meeting will take place every semester in which NSU admissions staff will provide an admissions training to BC advisors.
- C. Representatives of NSU College of Pharmacy and BC Science and Wellness Department will provide information about the arrangement for entry into the NSU Pharm.D. Program in connection with this Agreement to BC students, alumni, faculty, and staff. Neither party may use the other's name or logo (mark) in any descriptive or promotional literature, materials, webpages or communication of any kind without the other's prior written approval. This does not prohibit either party from informing prospective students about the existence and nature of the program subject to this Agreement.
- D. NSU will provide BC with links to designated landing pages on the NSU website. All content on the NSU website is the property of the NSU. All modifications, additions, or deletions to the links or desired by BC must be reviewed and approved in writing by the NSU. Likewise, NSU produced information about BC will receive prior written approval from BC.
- E. In any joint promotions, BC will be identified as the provider of the PHPS certificate, and NSU will be identified as the provider of the Pharm.D. degree.
- F. Both institutions will notify each other promptly in writing of any curricular changes that would impact admission of BC students into the NSU Pharm.D. Program pursuant to this Agreement, and they will exchange any other information each believes may be helpful to assure the academic success of participating students.

IV. TUITION AND FEES

- A. Students are required to pay all applicable tuition and fees related to the Pharm.D. Program directly to NSU.
- B. Tuition and fees are subject to change by NSU, in its sole discretion.
- C. Financial aid is available for eligible students.

V. TERM AND TERMINATION

This Agreement shall commence on **July 1, 2021 and expire on June 30, 2022**. This Agreement will renew for five (5) consecutive one (1) year terms, unless terminated as provided for herein. Either party may terminate at any time with ninety (90) days prior written notice to the other. This Agreement may be immediately terminated with notice to the other for any adverse change in either party's accreditation status. Termination of this Agreement will not affect students who have been accepted into NSU's Pharm.D. Program.

VI. NOTICES AND CONTACT INFORMATION

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received (i) when personally delivered with a written receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, (iii) the earlier of receipt or two (2) business days after deposit with a nationally overnight delivery service (e.g., Federal Express), or (iv) if by email with confirmation of receipt sent by the recipient to the sender by return email, at the below addresses, or to such other address that a party provides to the other party pursuant to the provisions of this paragraph.

Broward College
Nicole Vaughan, Ph.D.
Interim Dean, Science & Wellness
7200 Pines Blvd.
Pembroke Pines, FL 33024
(954) 201-4301
Email: nvaughan@broward.edu
Copy to: ybrown1@broward.edu
legalservices@broward.edu

Nova Southeastern University, Inc.
Michelle A. Clark, Ph.D.
Dean, College of Pharmacy
3200 South University Drive
Fort Lauderdale, FL 33328-2018
(954) 262-1384
Email: miclark@nova.edu

VII. MODIFICATION FOR CHANGE IN LAW

To the extent that any law, rule, regulation or standard of any authority (including other relevant accrediting agency) shall raise a question as to the legality, enforceability or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly and in good faith regarding modification as may be required to bring this Agreement into compliance with such applicable law, rule, regulation or accreditation standard. Should the parties be unable to agree upon such modification within a reasonable period of time, not to exceed thirty (30) days from the date any party shall give notice to the other of such change in law, rule, regulation or standard, this Agreement shall be deemed terminated.

VIII. MISCELLANEOUS

Confidentiality. Each party agrees not to disclose the other party's confidential information to any person other than employees or students who have a need to know the information in order to perform their obligations under this Agreement.

Independent Contractor. The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venturer.

Sovereign Immunity. Each party shall be responsible for its own acts of negligence. Nothing herein shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents' request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorneys' fees for non-compliance with that law.

Assignment. Neither party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other party.

Waiver. Failure by either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor of the right of that party to enforce each and every provision.

Severability. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.

Entire Agreement. Both parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements, whether oral or in writing, regarding the covered subject matter.

Nonexclusivity. This Agreement is non-exclusive and the parties are free to enter into similar arrangements with other persons or entities.

Amendments. Any additional responsibilities, obligations or duties undertaken by either party in connection with the performance of this Agreement or alterations, modification of this Agreement shall be detailed in writing, must be signed by authorized representatives of both parties, and attached as an addendum to this Agreement.

Nondiscrimination. It is mutually agreed that no person shall be subject to unlawful discrimination in connection with the Program on the basis of race, color, religion, sex, sexual orientation, gender identity or gender expression, genetic information, national origin, age, veteran status, disability or any other legally protected characterization.

Compliance with Laws. Both parties will comply with all applicable federal, state and local laws in connection with performance of activities under this Agreement.

Interpretation. Neither party shall be considered the drafter of this Agreement. No provision in this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to principles of choice of law. In any action to enforce any provision of this Agreement, the parties agree and consent to exclusive jurisdiction and venue in the state and/or federal court located in Broward County, Florida.

Counterparts and Signatures. This Agreement may be executed in counterparts by facsimile or electronic signature or otherwise electronically transmitted, each of which shall be deemed an original and each counterpart together shall constitute one document.

Signatures on the Following Page



IN WITNESS WHEREOF, BC and NSU have adopted this Agreement and caused it to be executed by their respective chairmen, chief executive officers, or other authorized representatives.

NOVA SOUTHEASTERN UNIVERSITY, INC.

By: *Harry K. Moon*
Harry K. Moon, M.D.
Executive Vice President &
Chief Operating Officer

Date: June 19, 2021

By: *Michelle A. Clark, Ph.D.*
Michelle A. Clark, Ph.D.
Dean
College of Pharmacy

Date: June 18, 2021

By: *Irving Rosenbaum*
Irving Rosenbaum, D.P.A., Ed.D.
Vice President of Operations, Health Professions Division

Date: June 18, 2021

By: *Ronald J. Chenail*
Ronald J. Chenail, Ph.D.
Provost & Executive Vice President for Academic Affairs

Date: June 19, 2021

APPROVED AS TO LEGAL FORM
By: *Rebecca Rosenthal Esq.*
Rebecca S. Rosenthal, Esq.
Senior Assoc. Counsel, Office for Legal Affairs

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

DocuSigned by:
By: *Jeffrey Nasse*
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Jeffrey Nasse
Vice Provost, Academic Affairs

Date: 6/17/2021



**EXHIBIT A: Pre-Health Professional Studies Certificate Program Admission
Requirements and Curriculum**

Admission to the program will require the following:

1. Meet all requirements for admission into Broward College.
2. Students may enter the program as a stand-alone goal or in addition to an A.A, A.S. or B.S. program goal.
3. Application.
4. Official transcripts from each university/college attended, and

Requirements for completion of the Program will require the following:

1. Students must complete all required and one elective course as shown in the Program curriculum requirements.
2. Students must complete at least 24 credit hours of the total credit hours required in the curriculum for the Program at BC.
3. Students must complete all courses in the PHPS Certificate with a minimum grade of C.
4. Students have a minimum cumulative GPA of 3.00 on a 4.00 scale to be awarded the PHPS Certificate.



Curriculum:**COURSES**

The following courses will be required for completion.

BC PHPS Certificate Curriculum

COURSE	TITLE	CREDIT HOURS
BSC2010	Introduction to Biology I	3
BSC2010L	Introduction to Biology I Laboratory	1
BSC2011	Introduction to Biology II	3
BSC2011L	Introduction to Biology II Laboratory	1
BSC2085	Human Anatomy and Physiology I	3
BSC2085L	Human Anatomy and Physiology I Laboratory	1
BSC2086	Human Anatomy and Physiology II	3
BSC2086L	Human Anatomy and Physiology II Laboratory	1
BCH3033	Biochemistry	3
CHM1045	General Chemistry I	3
CHM1045L	General Chemistry I Laboratory	1
CHM1046	General Chemistry II	3
CHM1046L	General Chemistry I Laboratory	1
CHM2210	Organic Chemistry I	3
CHM2210L	Organic Chemistry I Laboratory	1
CHM2211	Organic Chemistry II	3
CHM2211L	Organic Chemistry II Laboratory	1

PHY2053 or PHY2048	General Physics I or General Physics with Calculus I	3 or 4
PHY2053L or PHY2048L	General Physics I Laboratory or General Physics with Calculus I Laboratory	1
PHY2054 or PHY2049	General Physics II or General Physics with Calculus II	3 or 4
PHY2054L or PHY2049L	General Physics II Laboratory or General Physics with Calculus II Laboratory	1
STA2023 or MAC2233 or MAC2311	Statistics or Calculus for Business, Social and Life Sciences or Calculus and Analytical Geometry I	3 or 3 or 5
MCB2010 or PCB3023 or PCB3063 or ZOO4234	Microbiology or Molecular and Cellular Biology or Genetics or General Parasitology	3

TOTAL CREDITS: 49 – 53 semester hours

EXHIBIT B: Admission Requirements for NSU Pharm.D. Program

Admission to the program will require the following:

1. Meet all requirements for admission into NSU College of Pharmacy.
2. Students must meet all admission requirements as set forth in the current NSU Health Professions Division Catalog.
3. Applicants through the general application process are recommended to have a cumulative GPA of 2.75 or higher and a minimum science GPA of 2.3 and math GPA of 2.0 on a 4.0 scale.
4. PharmCAS application and NSU Supplemental application.
5. Official transcripts from each university/college attended.
6. 3 letters of reference.
7. Submission of standardized exams, e.g., PCAT, is recommended but not required.
8. Admissions interview. Students who do not meet the minimum requirement of 3.30 out of a 4.0 scale for a guaranteed admission interview but meet the minimum program requirement of 2.75 may still apply through the general application process for an interview.
9. Successful completion of the following prerequisites:

Prerequisites

NSU Prerequisites	Credit Hours
General Biology I and II including laboratory	8 semester hours
Human Anatomy and Physiology (with or without laboratory)	6 semester hours
General Chemistry including laboratory	8 semester hours
Organic Chemistry including laboratory	8 semester hours
General Physics (with or without laboratory)	3 semester hours
English	6 semester hours
Calculus**	3 semester hours
Speech/Public Speaking/Oral communication (in English)**	3 semester hours
Advanced Sciences (either cellular or molecular biology, microbiology, biochemistry or genetics)	6 semester hours
Humanities/Social/Behavioral Sciences and Other Electives**	
Humanities	3 semester hours
Social/Behavioral Sciences	3 semester hours
Electives in either discipline	9* semester hours

Total	66 semester hours
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*Ethics, micro or macroeconomics, and general/life science statistics are highly recommended and may substitute for up to 9 humanities and social/behavioral science elective credits.

**Courses that are not necessarily required for the PHPS Certificate from BC

