

APPENDIX H

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between Franklin Pierce University (the “University” or “FPU”) and the Rindge Faculty Federation (the “Federation” or “RFF”) collectively referred to as “Parties.”

Part I: Introduction

On occasion, the University will have opportunities to partner with outside agencies or institutions involved in preparatory instruction for college-bound students. Students enrolled in these programs will not be matriculated at FPU, but may apply for admission upon successful completion of the program. In these programs, instructors associated with the external agency will instruct students enrolled in courses included in the external program. These instructors will be contracted to the external agency and may be bound by the terms of individual contracts with the external agency, unless otherwise stipulated in the agreement between the University and the external agency. Rindge faculty will teach courses listed in the FPU undergraduate curriculum that may be offered to students enrolled in the external agency’s program.

Part II: Items of Understanding

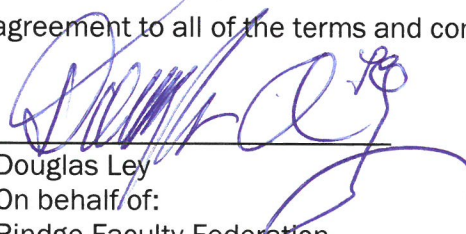
1. External agency instructors will teach only courses original to the external agency’s program.
2. External agency instructors will not teach courses identified now or in the future as part of the FPU curriculum.
3. Students matriculated at FPU after completing the external agency’s program will receive all instruction through faculty members directly employed by FPU.
4. Should courses in the external agency’s curriculum be transferrable to FPU, the Dean, in collaboration with the Registrar, will determine in advance of instituting the program the number and types of credits to be transferred to FPU. These courses will appear automatically on an FPU transcript.
5. Should courses in the external agency’s curriculum include FPU courses, the numbers and types of courses will be determined by the Dean in collaboration with the appropriate Dean.
6. If students bridge successfully and become matriculated at FPU, they will no longer take courses offered by the external agency unless by special agreement and in consultation with the RFF.
7. While participating in an external agency program, international students may take courses in the FPU curriculum as approved in the contractual agreement between the external agency and FPU.
8. Rindge faculty who teach FPU courses within an external agency’s program will be remunerated above and beyond contractually-mandated pay for the additional services required by a second-language population. RFF representation shall meet with representatives of the University to establish appropriate remuneration dependent upon the abilities of the students enrolled.

- a. Because additional compensation for Rindge faculty teaching in English-acquiring programs will be awarded due to the extra care to be taken with second-language students, Rindge faculty teaching in the program will be subject to evaluation of their effectiveness with students through a method determined by the Dean of the College. FPU may provide aggregated evaluation information to the external agency, but will assure that there is no direct correlation between individual faculty performance and evaluation information provided.
- b. Faculty teaching second-language students in the external agency program will be selected by the Dean based on their qualifications and their history and success in teaching second-language students. Qualifications/standards will be made public in advance, so as to mesh with CBA guidelines.

This non-precedential agreement shall be valid and run concurrent with the with collective bargaining agreement, as stipulated in Article Twenty-Nine (Duration and Renewal).


By signing below, the Parties witness their agreement to all of the terms and conditions of this Memorandum of Understanding.

Dated: 9/17/19



Douglas Ley
On behalf of:
Rindge Faculty Federation

Dated: Sept 17, 2019



President Kim Mooney
On behalf of:
Franklin Pierce University