

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY

AND

FEDERAL EDUCATION ASSOCIATION

Memorandum of Understanding (MOU)

Implementation of the Laptop Pilot in DoDEA

The Department of Defense Education Activity (DoDEA) and the Federal Education Association (FEA), hereafter referred to as the "parties," hereby agree to the following guidelines concerning the implementation of the Laptop Pilot in DoDDS schools in the FEA bargaining unit:

- 1) The parties agree that when the laptop pilot program begins in school year 2012 and continues through school year 12/13 in the previously selected DoDDS schools in the FEA bargaining unit, DoDEA will make every effort to ensure that all necessary programs, hardware and/or software will be loaded, and that all of the laptops will be fully functional prior to the distribution of laptops for educators at any DoDDS school where this equipment will be piloted.
- 2) The parties agree that the laptop pilot will be conducted at the following DoDDS schools in the FEA bargaining unit: Kaiserslautern High School, Alconbury High School, Patch High School, Hohenfels High School, Schweinfurt High School, Bamberg High School, and Wiesbaden High School. Other schools where the principal and the FRS agree to participate may be added after discussions with the FEA.
- 3) The parties agree that DoDDS educators in the FEA bargaining unit at schools where the laptops are piloted will be provided training on laptops. The parties agree that educators may select from DoDEA provided training, which may include face to face training, web-based training videos, and other related materials, and will be given release time from students for this training.
- 4) The parties agree that for all DoDDS educators in the FEA bargaining unit at schools participating in the laptop pilot, necessary training to begin the pilot will be conducted before the pilot begins. Ongoing training will be provided through the life of the pilot.

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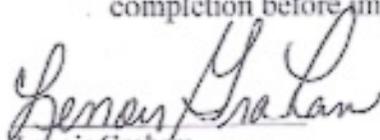
- 5) The parties agree that all DoDDS educators in the FEA bargaining unit at schools piloting the use of the laptops will be provided additional training with release time from students on this equipment, as coordinated through the JCC process at the school level.
- 6) The parties agree that release time for training from students for any DoDDS educator in the FEA bargaining unit will not be during any of the educator's non instructional time, including all planning periods.
- 7) The training on laptops will normally be held during the duty day. If training cannot be accomplished during the duty day, the parties agree that the school principal and the FRS will consult about the time, place and length of the training.
- 8) The parties agree that any DoDDS educator in the FEA bargaining unit who is required by management to attend training outside of the duty day, will be paid at their prorated daily rate.
- 9) The parties agree that if unusual or extenuating circumstances result in additional work, preparation or other activities for the laptop pilot, that any DoDDS educator in the FEA bargaining unit who performs any aspect of the laptop pilot outside of the duty day will request approval from the building administrator to be paid at their prorated hourly rate for all time spent outside the duty day. This approval process may be brought to the parties at the national level.
- 10) The parties agree that DoDDS educators in the FEA bargaining unit at schools taking part in the laptop pilot will not be responsible for daily distribution and/or collecting of laptops issued to students. Management will be solely responsible for all aspects of any daily laptop distribution/collection process involving students.
- 11) The parties agree that DoDDS educators in the FEA bargaining unit at schools taking part in the laptop pilot will not be responsible for training students on maintenance for the laptops. Management will be solely responsible for all aspects of maintenance on the laptops for students.
- 12) The parties agree that DoDDS educators in the FEA bargaining unit at schools taking part in the laptop pilot are not responsible for technical malfunctions with the laptops. It is management's responsibility to repair/operate the laptops when any technological failure occurs.
- 13) The parties agree that DoDDS educators in the FEA bargaining unit are not responsible for any damage, loss or destruction of any laptop by a student.

Handwritten notes:
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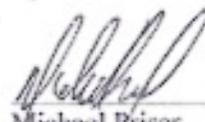
- 14) The parties agree that if any student's laptop stops functioning properly during a class period or the school day, DoDDS educators will not be required to spend any class time attempting to resolve any laptop issues.
- 15) The parties agree that DoDEA management is responsible for delivering software and updates to the laptops.
- 16) The parties agree that DoDDS educators in the FEA bargaining unit may request that any materials from any class syllabus or DoDEA-approved material list for which DoDEA has obtained licenses be made available onto the laptops for student use via self-service software delivery. This process will be handled on a case-by-case basis, and the educators will be made aware if the request cannot be accomplished.
- 17) The parties agree that in the event that a parent objects to any material(s) loaded by management onto the laptops that DoDEA Regulation 2992.1, Information Center and Classroom Supplemental Materials Selection Policy and Challenge Procedures, will apply.
- 18) The parties agree that DoDDS educators in the FEA bargaining unit are not responsible for content accessed or downloaded by students into the laptops.
- 19) The parties agree that when a DoDDS educator in the FEA bargaining unit who is authorized for a classroom account "logs in" his/her class, or some portion of the class with their classroom account, the educator will not be held responsible or liable for any actions taken or content accessed by the students while logged in by the educator.
- 20) The parties agree that DoDDS educators in the FEA bargaining unit are not required to create, update, maintain or host a classroom or school website.
- 21) Students who lose their computer privileges will still be required to complete the same assignments and work that all other students in the class are required to complete. The parties agree that DoDDS educators in the FEA bargaining unit will not be required to develop or provide alternative assignments for these students.
- 22) DoDEA has purchased extra batteries and will continue to support the hardware requirements of the pilot. Chargers will also be made available to the schools. The school principal and FRS will consult about a strategic plan of placement for these chargers in the school so as to allow students to obtain charged batteries without interruption or loss of instructional time.

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- 23) DoDEA has purchased a supply of laptops for DoDDS schools in the FEA bargaining unit participating in the pilot and will continue to outfit schools in a manner sufficient to maintain the pilot.
- 24) The parties agree that use of the laptops in DoDDS schools during the pilot will not be part of the educator performance evaluation (EPAS) for any DoDDS educator in the FEA bargaining unit.
- 25) The parties agree that school principal and the FRS will work together on a collaborative basis on any issues that arise in the course of the laptop pilot at the school.
- 26) The parties agree to make every effort to resolve any disputes that arise at the organizational level where they arise prior to forwarding the matter to the next higher level.
- 27) The parties agree that when DoDDS educators in the FEA bargaining unit who participate in the laptop pilot are surveyed, the parties will jointly develop and conduct an anonymous survey. These surveys will include questions regarding: whether this was a tool they would recommend for use in DoDDS, what problems they encounter, and whether they have any additional concerns about the laptop program that must be addressed before implementation. The full results of the survey(s), excluding identifiable data, will be shared with the Association.
- 28) The parties agree that any instructions, FAQ's, or other guidance designed to implement or interpret this MOU on the laptop pilot will be negotiated to completion with the Association before they can be disseminated to the Areas, Districts or schools.
- 29) The parties agree that at the end of the laptop pilot program (the end of the 2012/13 SY), that if management decides to implement, the parties will negotiate to completion before implementation.


Lenoir Graham
HR Director, DoDEA

Date 14 June 2012


Michael Priser
FEA President

Date 14 June 2012