

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY

AND

FEDERAL EDUCATION ASSOCIATION

Memorandum of Understanding

Windows 7 and Office 2010

The Department of Defense Education Activity (DoDEA) and the Federal Education Association (FEA), hereafter referred to as the "parties," hereby agree to the following concerning DoDEA's proposed pilot of Windows 7 and Office 2010:

- a. The parties agree that the Windows 7 / Office 2010 pilot cannot be implemented at any DoDDS school in the FEA bargaining unit unless and until the school principal and FRS jointly agree to voluntarily participate in the pilot.
- b. The parties agree that the school principal and FRS will work together on a consensus basis on any issues that arise in the course of the Windows 7 / Office 2010 pilot at the school.
- c. The parties agree that all DoDDS educators in the FEA bargaining unit in schools that agree to participate in the Windows 7 / Office 2010 pilot will receive training from management in one or more of the following forms, and that they will be given release time from students:
 - Windows 7 and Office 2010 Quick Reference Guides
 - Interactive Training on Blackboard (SCORM Compliant)
 - Microsoft Online Videos
 - Atomic Learning Online Learning Platform
 - Ready-made Curricular Materials For Self-Teachable Classes
- d. The parties agree that the release time for any DoDDS educator who volunteers to participate in the Windows 7 / Office 2010 pilot will not be during any of the educator's non instructional periods.
- e. The parties agree that all DoDDS educators participating in the Windows 7 pilot will be provided additional training on the Windows 7 / Office 2010 upgrades, if requested by the Educator.
- f. The parties agree that the management directed training on the Windows 7 / Office 2010 pilot for all DoDDS educators in the FEA bargaining unit who agree to participate 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 FRS will consult about the time, place and length of the training.
- g. The parties agree all DoDDS educators in the FEA bargaining unit participating in the management-directed training on the Windows 7 / Office 2010 pilot will be compensated for time spent outside of the duty day at their prorated daily rate.
- h. The parties agree that if there is additional work, preparation or other activities connected to or part of the Windows 7 / Office 2010 pilot that is performed outside of the duty day, any DoDDS

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educator in the FEA bargaining unit may request approval from the building administrator to be paid by an extra duty contract. This approval process may be brought to the parties at the national level.

l. The parties agree that DoDDS educators participating in the Windows 7 / Office 2010 pilot will not have any part of their educator performance evaluations (EPAS) based on the use of Windows 7, the Office 2010 upgrades or any other aspect of the pilot.

j. The parties agree that any DoDEA computer that is removed from a DoDDS school in the FEA bargaining unit because it is unable to upgrade to Windows 7 / Office 2010 must be upgraded (memory) or replaced on a 1: 1 basis. In addition, any DoDEA computer that is removed from a DoDDS classroom, or any other room used for instruction in a DoDDS school, will immediately be replaced.

k. The parties agree that DoDEA will not take computers that can successfully be upgraded to Windows 7 / Office 2010 from schools not participating in the pilot to move them to schools that are participating in the pilot. No DoDEA school should suffer loss of computers whether they participate in the pilot or not.

l. The parties agree that when new DoDEA computers are placed in the schools to replace old computers that are unable to be upgraded to Windows 7 / Office 2010 for the pilot, that DoDEA guarantee that the new computers are compliant with all DoDEA (and DoD) computer standards, are fully operational and have had all necessary programs and software loaded onto the computer prior to the reporting date for educators at any school participating in the pilot.

m. The Association will be provided a list, broken down by DoDDS school, of the number of DoDEA computers that will need to be removed because they cannot be upgraded to Windows 7 / Office 2010, regardless of whether the DoDDS school is participating in the Windows 7 / Office 2010 pilot or not.

n. The parties agree that the end of the Windows 7 / Office 2010 pilot program (the end of the 2011/2012 SY) that if management decides to implement Windows 7 and Office 2010 upgrades, the parties will negotiate to completion before the program can be implemented. In the event there are unanticipated changes related to the planned pilot that affect any portion of the MOU, the parties will, exclusive of PDI, negotiate to completion any impact of such changes.

For the Agency:

Brad Cawen

for Marilee Fitzgerald
Director, DoDEA

28 March 2012
Date

For the FEA:

Michael Priser

Michael Priser
President, FEA

26 March 2012
Date