

**MEMORANDUM OF UNDERSTANDING**

**DEPARTMENT OF DEFENSE EDUCATION ACTIVITY (DoDEA)**

**AND**

**FEDERAL EDUCATION ASSOCIATION-STATESIDE REGION-(CERTIFIED)**

**RE: DoD Performance Management and Appraisal Program (DPMAP)**

1. This Memorandum of Understanding (MOU) represents the culmination of Impact and Implementation (I&I) negotiation of the Defense Performance Management and Appraisal Program (DPMAP) and is entered into between the parties of the Department of Defense Education Activity (DoDEA) (hereinafter referred to as the "Agency") and the Federal Education Association-Stateside Region (hereinafter referred to as the "Association"). The Agency and the Association are collectively known as the "parties".
2. This MOU covers all certified bargaining unit employees represented by the Federal Education Association-Stateside Region.
3. In accordance with MLA Article 15, Section 2, the Agency gave the Association notice of the Agency's intent to amend DoDEA Regulation 3000.1, DoD DDESS Performance Appraisal Program for Teachers and Other Professional Bargaining Unit Members. The parties bargained the negotiable changes and incorporated the results into this agreement. It is understood that any additional changes to the regulation after the date of this MOU would be subject to a new MLA Article 15, Section 2 notice requirement. If management develops sets of standards and elements for a group of employees, those standards and elements will be provided to the union for comment prior to implementation. Management has determined that performance plans must contain at least one critical element and that all performance elements must be critical. (Bargaining obligations described in Article 15 of the collective bargaining agreement between DDESS and FEA-SR will be accomplished prior to implementation).
4. To promote consistency in performance expectations for employees, the Agency will publish a Library of Elements and Standards for each position in the certified bargaining unit. The Library provides model Elements and Standards for each position. Prior to publishing any new Elements and Standards, the Agency will seek input from the Association to ensure the Elements and Standards are appropriate for positions in the certified bargaining unit. While Performance Elements and Standard may be tailored for individual employees, it is understood that the Elements and Standards published in the Library are the appropriate Elements and Standards for positions in the certified bargaining unit.
5. For the Southeast, Mid-Atlantic, and Guam the appraisal period will commence on May 1st of

each year and run through April 30th of the following year. Employees will normally participate in a minimum of three (3) performance discussions per year.

- The first Performance Discussion will normally occur within thirty (30) days from the start of the appraisal period. Employees that work during the summer will receive their first performance discussion prior to the start of their assignments.
- The second Performance Discussion will normally occur halfway through the appraisal cycle.
- The third Performance Discussion will occur as soon as practicable after the end of the appraisal period.
- Normally employees will be given at least one week advance notice of the final appraisal meeting.
- Employees will be provided at least two weeks' notice to complete the voluntary self-assessment before the final performance discussion.

6. Any proposed Agency changes to performance incentives or awards will be negotiated in accordance with the MLA and federal law.

7. Performance standards describe how the requirements and expectations provided in the performance elements are to be evaluated. Performance standards must be provided for each performance element in the performance plan and must be written at the "Fully Successful" level. Management has determined that the standards should include specific, measureable, achievable, relevant, and timely (SMART) criteria, which provide the framework for developing effective results and expectations. Upon request, employees will be provided with suggestions or examples that would produce an outstanding rating.

8. At the end of the rating period, employees will be assigned an individual performance element rating, one of three established by the Agency, either 5 (Outstanding), 3 (Fully Successful), or 1 (Unacceptable) for each critical element. If a bargaining unit employee receives less than an outstanding rating, he/she may request from the rating official as to what suggestions or examples they could provide that would produce an outstanding rating during the following appraisal cycle.

9. If it's determined based on the grievance (Association Grievance SY-2017-2018 No. 12) that paragraph 9 is within duty to bargain, the parties will return to the bargaining table over this proposal.

10. The Agency will provide notice of any training relating to the implementation of DPMAP, and bargain impact and implementation in accordance with the MLA and federal law. The agency will provide employees the support and resources necessary to perform the tasks and duties associated with DPMAP.

11. Per Article 6, Section 4 of the MLA, the Association may request an annual report outlining the performance ratings at each school.

12. The agency shall consider employee requests for professional development in accordance with Article 19 of the MLA.



Christine G. Megee  
Director Human Resources

DoDEA

Date:

11/30/18



Jane Loggins  
FEA Director for DDESS

Date:

Nov 29, 18

FEDERAL EDUCATION ASSOCIATION/STATESIDE REGION  
CERTIFIED UNIT  
ASSOCIATION GRIEVANCE SY 2018-2019, No. 5

This grievance is being filed under Article 26 of the Master Labor Agreement (MLA) entered into by the Stateside Region of the Federal Education Association (FEA/SR) and the Department of Defense Domestic Dependent Elementary and Secondary Schools (DDESS).

Grievance:

This Association Grievance is being filed over the agency's refusal to bargain over the new performance elements and standards. On June 15, 2018, the agency provided official notice of a change in conditions of employment regarding the proposed new performance elements and standards. On August 22, 2018, in response to FEA-SR's request to bargain, the agency notified FEA-SR that it would not bargain impact and implementation. The refusal to bargain violates Article 7 and Article 15 of the MLA and constitutes an Unfair Labor Practice under 7116(a)(5) of the Statute.

The following relief is sought for this grievance:

1. Return to the status quo;
2. Back pay plus interest;
3. Attorney fees and costs; and
4. Any additional relief deemed appropriate.

Association Point of Contact is:

Ben Hunter  
FEA-SR General Counsel  
Federal Education Association  
1201 16th St., N.W., Suite 117  
Washington, D.C. 20036  
Phone: (202) 822-7077

Signature: \_\_\_\_\_



Date: 20 September 2018

cc:

Ben Hunter  
FEA-Stateside Region General Counsel

Jane Loggins  
FEA Director for DDESS

FEDERAL EDUCATION ASSOCIATION/STATESIDE REGION  
CONSOLIDATED PROFESSIONAL UNIT  
ASSOCIATION GRIEVANCE SY 2017-2018, No. 12

This grievance is being filed under Article 26 of the Master Labor Agreement (MLA) entered into by the Stateside Region of the Federal Education Association (FEA/SR) and the Department of Defense Domestic Dependent Elementary and Secondary Schools (DDESS).

Grievance:

The Association is filing this Association Grievance over the Agency's June 6, 2018 assertion that bargaining over an Informal Performance Counseling Period (IPC) is covered by Article 15, Section 6 of the MLA and therefore outside the duty to bargain.

In negotiations over the proposed DoD Performance Management and Appraisal Program (DPMAP), both parties submitted proposals for an IPC to address the DPMAP's requirement for early intervention before a formalized PIP. Article 15, Section 6 of the MLA does not address intervention before a formalized PIP.

The Agency's withdrawal constitutes bad faith bargaining in violation of federal law.

The following relief is sought for this grievance:

1. That the parties resume bargaining over the IPC;
2. That the agency be estopped from withdrawing its last proposal on the IPC;
3. That the agency desist from bargaining in bad faith;
4. Any other relief deemed appropriate.

Association Point of Contact is:

Ben Hunter  
FEA-SR General Counsel  
Federal Education Association  
1201 16th St., N.W., Suite 117  
Washington, D.C. 20036  
Phone: (202) 822-7077

Email: [bhunter@nea.org](mailto:bhunter@nea.org)

Signature



Date: 28 June 2018