

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF DEFENSE EDUCATION ACTIVITY AND  
THE FEDERAL EDUCATION ASSOCIATION**

The Department of Defense Education Activity (DoDEA) and the Federal Education Association (FEA), in its capacity as bargaining agent for its bargaining unit within the Department of Defense Dependents Schools (DoDDS), enter into this Memorandum of Understanding (MOU) for the purpose of adopting appropriate arrangements and supplementary procedures to implement DoDEA Regulation 2050.9 "The Family Advocacy Program Process and Procedures for Reporting Incidents of Suspected Child Abuse and Neglect", dated 27 January 1998.

1. The parties recognize that the Regulation refers to the duties and responsibilities of bargaining unit employees in their professional activities. The Regulation is not intended to diminish or enlarge any rights, privileges, immunities or obligation otherwise provided for by federal, state or host nation laws.

2. The parties acknowledge, that pursuant to the requirements of the "Victims of Child Abuse Act of 1990", 42 U.S.C. 13031, the installation Family Advocacy Program (FAP) is the focal point for reporting and referring suspected or alleged incidents of child abuse or neglect. An employee who learns of facts that give reasons to suspect that a child has suffered an incident of child abuse, shall as soon as possible (but in all cases not later than the end of the duty day) report the matter to the FAP and the school principal or designee. When contacting FAP officials to make a report an employee may request assistance from other school personnel in facilitating the employee's obligation to contact FAP officials.

In the absence of sufficient information to reasonably suspect that an incident of child abuse has taken place, the employee may refer the matter to the school nurse, guidance personnel or school administrator for appropriate action, if necessary.

3. When an employee has been accused of institutional child abuse or neglect, the parties acknowledge that the school principal retains discretion to determine what measures should be taken to protect both the alleged child abuse victim or victims, as well as the rights of the accused, including, but not limited to: placing the accused educator on administrative leave or removing the child from the accused educator's class.

4. Concerning allegations of institutional child abuse or neglect, the applicable rights of the accused employee shall, in all cases, be observed. These include:

a. The right to be notified of the allegations made against the employee, normally within one working day of the initial report of the allegation, unless the FAP, DoDEA or appropriate law enforcement agency determines that to do so would compromise its investigation or the safety of children. Referral to the FAP and to the school principal pursuant to DoDEA Regulation 2050.9, is not intended to alter or eliminate the traditional role of school principals or other management officials in providing appropriate feedback to employees affected by any alleged incidents of child abuse or neglect.

b. The right to have union representation during any investigative interview by persons acting on behalf of the Agency, to include any military investigative personnel, and

upon the employee's request, the right to have a union representative present during any investigative interview if the employee reasonably believes disciplinary action may result.

c. When interviewed by persons outside of the school, the employee has the right to have the interview conducted away from the school site, unless the interviewer determines that presence at the school site is a material aspect of the interview. In such cases the interview will take place during the times when school is not in session, where possible.

d. Where an allegation of child abuse is unsubstantiated, the employee has the right to a letter documenting the disposition of the allegation of abuse if requested by the employee. Copies of that letter will be distributed, at the employee's request, to all persons who received notice of the allegation.

5. To aid in the process of reporting suspected or alleged incidents of child abuse, DoDEA agrees to the following:

a. Annually post the FAP Officer's name and telephone number in each school.

b. Provide periodic and on-going training to bargaining unit employees in the identification of child abuse.

c. All new employees will be provided information about their rights and responsibilities. Employees will receive annual updates of any changes. Conditions under which employees may be required to view the training compact disk, entitled "Child Abuse Identification and Prevention" will be worked out at the local level.

d. Request that military community commanders provide instruction annually to stakeholders regarding the identification and reporting of child abuse and neglect, to include information as to the serious nature of any allegation of child abuse.

e. Observe the confidentiality and privacy right of employees accused of child abuse in accordance with the Privacy Act, 5 U.S.C. 552a. To ensure that the due process and privacy rights of an accused educator are protected, the school administration will make efforts to communicate with parents in a secure manner when such communication is about allegations of institutional child abuse.

f. Return employees detailed from their normal teaching assignments because of an allegation of child abuse to their normal assignment if the investigation of the allegation is not completed within 60 days unless the employee and the union are notified beforehand.

g. Employees who make good faith reports of child abuse or suspected child abuse will be immune from civil and criminal liability arising out of such good faith reports pursuant to the "Victims of Child Abuse Act of 1990".

h. Employees detailed to a work site beyond the normal commute will receive travel entitlements in accordance with the JTR and Government-wide regulations and travel time will be considered hours of work when authorized by law, rule or regulation.

6. Employees against whom an allegation of child abuse is made may be eligible for counseling through the Agency's Employee Assistance Program, the local DoD FAP office or under the Federal Employees Compensation Act.

7. The parties also acknowledge that wherever the term "immediately" appears in the Regulation, it is understood to mean "as soon as possible" given the context of an educator's exigent responsibilities to supervise children, but in no circumstances later than the end of the duty day in which the suspicion of abuse becomes known.

8. The parties further acknowledge that an educator's use of reasonable force to restrain a student is appropriate to prevent the student from harming himself or herself, harming others or destroying property. Appropriate use of physical restraint under these circumstances is neither child abuse nor corporal punishment.

9. The parties further acknowledge that in addition to the requirements of DoDEA Regulation 2050.9, corporal punishment, whether or not amounting to child abuse, is prohibited by DoDEA Regulation 2051.1, "Department of Defense Education Activity Disciplinary Rules and Procedures".

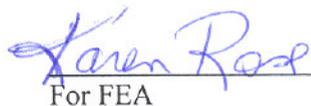
10. Any discipline of an employee, whether for child abuse or corporal punishment, will be taken in accordance with procedures set forth in the Negotiated Agreement between the parties and applicable laws. If the Agency proposes discipline against an employee because of an allegation of child abuse, the Agency will make available to the employee all reports, which the Agency relied upon in proposing discipline.

11. The employee will be informed of any record or registry that is to be maintained on any child abuse allegation made against the educator, where and by whom the record is maintained, to the extent the Agency is aware of such record or registry.

12. Where there is any conflict between any instructional compact disks, manuals or directives concerning child abuse issued through DoDEA and the Regulation/MOU, the Regulation/MOU will take precedence.

  
For DoDDS

Dated: 11/4/99

  
For FEA

Dated: Nov. 3, 1999