

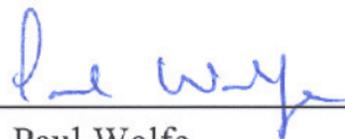
MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF DEFENSE EDUCATION ACTIVITY AND
FEDERAL EDUCATION ASSOCIATION
Distance Education Pilot Program

The Department of Defense Education Activity (DoDEA) and the Federal Education Association (FEA) hereby agree that DoDEA will continue the Distance Education Pilot Program to determine the impact of delivering distance education from a centralized location for one additional school year through the 2005-2006 school year.

All conditions specified in the Memorandum of Understanding dated June 20, 2003, will still apply.



Sheridan Pearce
FEA President
March 17, 2005



Paul Wolfe
Human Resources Director, DoDEA
March 17, 2005

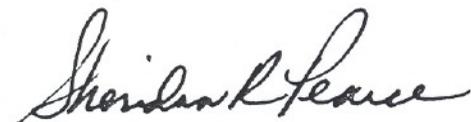
MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF DEFENSE EDUCATION ACTIVITY AND
FEDERAL EDUCATION ASSOCIATION
Distance Education Pilot Program

The Department of Defense Education Activity (DoDEA) and the Federal Education Association (FEA) hereby agree that DoDEA will conduct a Distance Education Pilot Program (pilot program) to determine the impact of delivering distance education from a centralized location and to test a new platform.

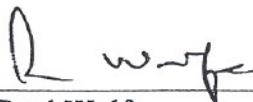
The pilot program will be housed at, or in the vicinity of, DoDEA's Arlington, VA headquarters. Although a two-year pilot program is currently envisioned, it may be extended or terminated at any time at management's discretion with FEA being afforded the opportunity to initiate any impact and implementation bargaining. During the pilot program, DoDEA will hire distance education teachers who will be employed pursuant to 20 U.S.C. 901 *et seq.*, as Department of Defense Dependents Schools (DoDDS) teachers for a period not to exceed two (2) school years. At the conclusion of the pilot program or the two (2) school-year period, whichever occurs first, distance education teachers hired under the pilot program as either new hires outside of DoDEA or from DoDDS, will be placed in DoDDS. Distance education teachers hired under the pilot program from the Domestic Dependent Elementary and Secondary Schools (DDESS) will have priority consideration for return placement to the DDESS district where he or she departed; however, placement in the originating DDESS district or another DDESS district is not guaranteed. Distance education teachers hired from DDESS who are not placed in DDESS at the conclusion of the pilot program will be assigned to DoDDS.

Although the general working conditions under 20 U.S.C. 901, *et seq.*, applicable regulations, and the negotiated agreement between FEA and DoDDS will apply, the parties recognize that there will be differences in some working conditions such as the scheduling of the 190-day work year and daily time and attendance. Moreover, the parties acknowledge that overseas allowances and travel benefits will not be appropriate after the permanent change of station to the United States and during the time of distance learning teachers are employed in the United States as part of the pilot program and such allowances and benefits will not be paid. The parties also acknowledge that management may authorize recruitment bonuses and/or retention allowances for teachers selected to participate in the pilot program.

FEA will be afforded the opportunity to bargain as may be appropriate with regard to DoDEA's evaluation of the pilot program. The FEA reserves the right to bargain any new program or changes resulting from the pilot program.



Sheridan Pearce
FEA President
June 20, 2003



Paul Wolfe
Personnel Director, DoDEA
June 20, 2003

DoDEA Distance Learning Pilot Distance Learning Teachers (HQ)

The Department of Defense Education Activity (DoDEA) Distance Education Pilot Program is to determine the impact of delivering distance education from a centralized location and to test a new platform. The pilot program will be housed at, or in the vicinity of, DoDEA's Arlington, VA headquarters. The general working conditions under 20 U.S.C. 901, et seq., applicable regulations, and the negotiated agreement between the Federal Education Association (FEA) and DoDDS will apply. During this pilot period a review of the following will occur.

Teacher Work Schedule

- The work day will consist of 7.5 hours per day for a total of 190 days. Within this daily schedule, teachers will have a 45-minute lunch period unless appropriate arrangements have been made with the supervisor to extend the lunch period.
- Teachers will follow the DoDDS requirements regarding preparation time. In accordance to DoDDS policy, teachers will receive a daily planning period. They will also have an instructionally related period or the equivalent in minutes. These instructional periods may be combined to create longer, more in-depth professional development.
- In-service days will be scheduled as needed throughout the school year in accordance with the same number of teacher in-service days and work days as DoDDS employees.
- As with all distance learning, students are in a variety of time zones. If student assignments or projects warrant teacher accessibility, the teachers will make arrangements with their supervisor to adjust their work schedule.
- With prior approval from the pilot program supervisor, teachers may occasionally work from home. These allowances will be considered on a case by case basis pending various circumstances.
- Changes in teaching assignments may occur as a result of changes in curriculum, enrollment, staffing and recruitment. Course preparation and student support will be considered when making staffing adjustments. Impacted staff will be consulted accordingly.

Leave Policy

Teachers will request leave according to established DoDDS policy and the negotiated agreement.

Performance Appraisal

Teachers will receive a performance appraisal plan based upon the DoDDS Educator Performance Appraisal System.

Professional Development

The supervisor will identify in-service training and request resources necessary, if not available locally, to strengthen the distance learning pilot initiative. Release time for in-service conferences or workshops must be approved according to the appropriate DoDEA (HQ) policies and procedures.

Time and Attendance Reporting

Time and Attendance Reporting will be conducted in accordance with DoDDS policy. The responsibility of keeping daily attendance records will be delegated or assigned to DoDEA personnel. Teachers will be responsible for informing the clerk of time and attendance.

The working conditions described above will be implemented in the distance learning pilot and do not establish a precedent for the current distance learning program. It is recognized that the parties agree to bargain as may be appropriate with regard to DoDEA's evaluation of the pilot program. The FEA reserves the right to bargain any changes, including new or unforeseen changes in working conditions of those participating in the pilot program, resulting from the pilot program.