

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY

AND

FEDERAL EDUCATION ASSOCIATION

Memorandum of Understanding

ASPEN Implementation

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 ASPEN implementation:

- a. The parties agree that all DoDDS educators in the FEA bargaining unit will receive mandatory face-to-face training on ASPEN from DoDEA management prior to implementation in DoDDS, that the training will be completed before DoDDS educators are to use ASPEN, and that they will be given release time from students. If travel is necessary to receive the mandatory ASPEN training, the educators will be provided with official orders and will be given release time from students.
- b. The mandatory ASPEN training will normally be held during the duty day. If the mandatory 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.
- c. The parties agree that any DoDDS educator in the FEA bargaining unit who is unable to attend summer ASPEN training will receive the ASPEN training during the regular school year with release time from students. The parties agree that all DoDDS educators in the FEA bargaining unit who participate in the mandatory ASPEN training will be compensated for time spent outside of the duty day at their prorated daily rate on the agreed upon time of training.
- d. The parties agree that if there is additional work, preparation or other activities connected to or part of the mandatory ASPEN training that the educator will coordinate with the building principal for this to occur during the duty day, with release time from students and substitute coverage provided.
- e. The parties agree that all DoDDS educators in the FEA bargaining unit will be provided additional training on ASPEN with release time from students, if requested by the educator.

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- f. The parties agree that classroom teachers will be trained to do the attendance portion of ASPEN during the first 4 days of the school year (before students arrive) but not to encroach on the 2.5 days for classroom preparation and set up.
- g. The parties agree that DoDDS educators in the FEA bargaining unit will not be held responsible for failure to receive ASPEN training, or use any feature of ASPEN, due to any problems and/or technical malfunctions of ASPEN. The parties agree that it is management's responsibility to repair/operate ASPEN when any problem or technological failure occurs.
- h. The parties agree that if there is additional work, preparation or other activities for as a result of any problems or technical malfunction of ASPEN, that any DoDDS educator in the FEA bargaining unit who subsequently uses any aspect of ASPEN outside of the duty day, will request approval from the building administrator to be paid at their prorated daily rate for all time spent outside the duty day. This approval process may be brought to the parties at the national level.
- i. The parties agree that use of ASPEN by DoDDS educators in the FEA bargaining unit will not be part of the educator's performance evaluation for SY 11-12 and for SY 12-13.
- j. 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.

67 Brad Carver
Lenoir Graham
HR Director, DoDEA
Date 8/18/11

Michael Priser
Michael Priser
FEA President
Date 18 Aug 2011