

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY

AND

FEDERAL EDUCATION ASSOCIATION

Memorandum of Understanding

ASPEN Special Education Data Management System

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 the pilot and implementation of the ASPEN Special Education (SPED) Data Management System in DoDDS:

1. ASPEN SPED pilot will be conducted at the following seven (7) DoDDS schools in the FEA bargaining unit: Aukamm Elementary School, Hainerberg Elementary School, Wiesbaden Middle School, Wiesbaden High School, Kaiserslautern Elementary School, Kaiserslautern Middle School and Kaiserslautern High School.
2. The school principal and FRS will work together on a collaborative basis on any issues arising in the course of the ASPEN SPED pilot and each phase of implementation at their respective school.
3. Management will do all that is reasonably possible to make certain ASPEN SPED is working properly as it is rolled out in each phase. In the event that the ASPEN SPED system is not working properly, the next implementation phase will be delayed or not rolled out until the problem is properly fixed.
4. Participation in the pilot and implementation is only mandatory during regular duty hours.
5. If unusual or extenuating functional or technical circumstances result in additional work, preparation or other activities for the ASPEN SPED pilot, resulting in any DoDDS educator in the FEA bargaining unit performing any aspect of the ASPEN SPED pilot outside of the normal duty day, the employee will request approval from the building administrator to be paid at their prorated daily rate. This is applicable to this MOU only.
6. DoDDS educators in the FEA bargaining unit at the 7 schools listed in Section 1 of this MOU (ASPEN SPED pilot) will be provided with three (3) early return days of face-to-face training from DoDEA management. Those educators unable to participate in early training will be provided with release time from students for the equivalent training by the District/Area Personnel. Approximately 30 days after the completion of the initial training, all teachers participating in the ASPEN SPED pilot will be provided an

additional day of follow up training with release time. One additional day of follow up training with release will also be provided.

7. Implementation of Phases II, III, and IV in the other locations covering FEA bargaining unit employees will follow the pilot, with teachers receiving three days of professional development training with release time. One additional day of follow up training with release will also be provided.
8. DoDDS educators in the FEA bargaining unit participating in the pilot and each phase of the implementation of the ASPEN SPED system will be asked to participate on a voluntary basis in focus groups after the follow-up training.
9. DoDDS educators in the FEA bargaining unit participating in the pilot who are required to use the ASPEN SPED program for progress reports will be provided with a minimum one-half day of release time to complete reports. This is in addition to the current release time at the end of the marking period to complete progress reports.
10. DoDDS educators in the FEA bargaining unit participating in the pilot and each phase of the implementation will also be provided additional training on the ASPEN SPED pilot with release time from students, if requested by the educator, through coordination between the ISS and the school principal.
11. DoDDS educators in the FEA bargaining unit participating in the ASPEN SPED pilot and each phase of the implementation will not be responsible for any problems or technical malfunctions of ASPEN SPED. It is management's responsibility to repair ASPEN SPED when any problems or technological failures occur.
12. DoDDS educators in the FEA bargaining unit participating in the ASPEN SPED pilot and each phase of the implementation will not be responsible for the proofing and validation of data transferred from EXCENT to ASPEN. If errors or concerns attributed to the transfer of data are identified, educators will utilize the ASPEN SPED support email chain for correction.
13. DoDDS educators in the FEA bargaining unit participating in the ASPEN SPED pilot/implementation will not have any part of their educator performance evaluation (EPAS) based on the use of ASPEN SPED until one full school year after implementation.
14. Release time for any DoDDS educator in the FEA bargaining unit participating in the ASPEN SPED pilot/implementation will not be during any of the educator's non instructional time, including all planning periods.
15. Instructions, FAQ's, or other guidance designed to implement or interpret this MOU on the ASPEN SPED pilot/implementation will be negotiated to completion between the parties before they can be disseminated to the Areas, District or schools.

16. No later than six (6) weeks after the pilot starts, the parties agree to meet to discuss the ~~outcomes of the Phase I pilot~~ in the 7 DoDDS-Europe schools. This continuing negotiation will include the effectiveness of the ASPEN-SPED module and feedback of the pilot school participants. The parties agree to continue to meet regularly throughout the implementation to review focus group feedback and resolve issues/problems that arise in the course of implementation.
17. This MOU applies to both DoDDS-Europe and DoDDS-Pacific. The parties will meet and negotiate regarding scheduling phases of the Pacific rollout prior to any management initiation of ASPEN SPED.



Lenoir Graham
HR Director, DoDEA

Date 8/13/2012



Michael Priser
FEA President

Date August 13, 2012