

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY

AND

FEDERAL EDUCATION ASSOCIATION

Memorandum of Understanding

Summer 2011 ASPEN Training

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 Summer 2011 ASPEN training:

- a. The parties agree that ASPEN training during summer 2011 for DoDDS educators in the FEA bargaining unit will be provided according to the attached schedule.
- b. The parties agree that any DoDDS educator in the FEA bargaining unit who attends summer ASPEN training will be paid at their daily rate.
- c. 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.
- d. 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, in accordance with the agreed upon time/place/length of training.
- e. 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.
- f. The parties agree that if there is additional work, preparation or other activities connected to or part of 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.
- g. 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 2011-2012 (before

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students arrive) but not to encroach on the 2.5 days for classroom preparation and set up.

- h. The parties agree that DoDDS educators in the Association's bargaining unit will not be responsible for any failure to complete the ASPEN summer training due to problems or technical malfunctions of ASPEN. It is management's responsibility to repair/operate ASPEN when any technological failure occurs.
- i. The parties agree that if there is additional work, preparation or other activities connected to the ASPEN training that occur outside the duty day as a result of any problem or technical malfunction of ASPEN, that DoDDS educators in the FEA bargaining unit will request approval from the building administrator to be paid at their prorated daily rate for all time outside of the duty day. This approval process may be brought back to the parties at the national level.
- j. The parties agree that DoDDS educators in the FEA bargaining unit will not have any part of their performance evaluation based on this ASPEN training.
- k. 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.

for Brad Cowen
Lenoir Graham
HR Director, DoDEA
Date 8/18/11

Michael Priser
Michael Priser
FEA President
Date 15 Aug 2011