

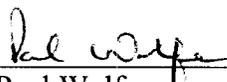
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF DEFENSE DEPENDENTS SCHOOLS  
AND FEDERAL EDUCATION ASSOCIATION

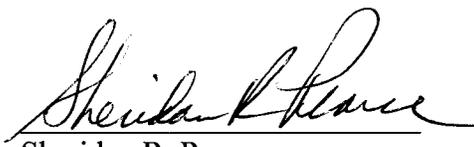
DoDEA Regulation 1400.13

The Department of Defense Dependents Schools (DoDDS) and the Federal Education Association (FEA) hereby agree to the issuance of DoDEA Regulation 1400.13, with the following understandings:

It is the intent of the parties that DoDEA Regulation 1400.13 restates, without any substantive change, DoD Directive 1400.13 as it has existed since July 8, 1976. Accordingly, none of the legal relationships between the parties, as defined by DoD Directive 1400.13, the negotiated agreement between FEA and DoDDS, and all existing Memoranda of Understanding (MOUs) between the parties, are changed or modified by DoDEA Regulation 1400.13.

Should any discrepancies and/or inconsistencies exist between DoDEA Regulation 1400.13 and DoD Directive 1400.13 (dated July 8, 1976), the regulation will be changed to reflect the language of the cancelled Directive. The negotiated agreement between FEA and DoDDS, and all existing MOUs between the parties, will prevail over any conflicting provisions of either regulation. The cancellation of DoD Directive 1400.13 and issuance of DoDEA Regulation 1400.13 are not intended to extinguish any entitlements and rights provided under DoD Directive 1400.13 (dated July 8, 1976).

  
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Paul Wolfe  
Human Resources Director, DoDEA  
February 21, 2006

  
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Sheridan R. Pearce  
President, FEA  
February 21, 2006

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY  
REGULATION

SUBJECT: Salaries and Personnel Practices Applicable to Teachers and Other  
Employees of the Department of Defense Dependents' Schools

- References:
- (a) Defense Department Overseas Teachers Pay and Personnel Practices Act (Pub. L. 86-91; 73 Stat 213), as amended by Pub. L. 87-172 (75 Stat 408), and Pub. L. 89-391(80 Stat 117) (20 U.S.C. 901 et seq.)
  - (b) Office of Personnel Management Regulations published at Title 5, Code of Federal Regulations, Part 302
  - (c) DoD Directive 1342.6, "Department of Defense Dependents Schools, October 13, 1992
  - (d) Joint Travel Regulations, Volume 2, "DoD Civilian Personnel"
  - (e) through (i) see enclosure 1

1. PURPOSE

This Regulation:

1.1. Replaces DoD Directive 1400.13, "Salaries and Personnel Practices Applicable to Teachers and Other Employees of the DoD Overseas Dependents' Schools System," July 8, 1976, as amended

2. APPLICABILITY

2.1. The provisions of this Regulation apply to all school-year educators and educator positions in the DoD Overseas Dependents' Schools System (reference (c)).

2.2. This Regulation does not apply to support personnel and those principals, school administrators, and others who are employed on a calendar-year-basis.

3. DEFINITIONS

Terms used in this Regulation are defined in enclosure 2.

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## 4. POLICY

It is DoDEA policy that:

Except as otherwise provided in applicable law and by this Regulation, the regulations issued by the United States Office of Personnel Management for the "Excepted Service," published at Title 5, CFR 302 (reference (b)), will apply.

### 4.1. School Year

4.1.1. The "school year" for educators will consist of 190-working days including not less than 175 days of classroom instruction. Included within the 190 workdays is the time required before and after the dates school is in session when the services of all or a majority of educators are required to prepare for the opening and closing of school.

4.1.2. As long as 190-working days are required and not less than 175 days of classroom instruction are provided, the school-year calendar may be adjusted after the school year begins with no resultant change in school-year salary. Should the school year be extended beyond 190-working days, the educators will be compensated at the appropriate daily rate as of the 191st-working day. Should an emergency preclude completion of a full school year at one or more schools, the educators must be furloughed, separated, or salary continued until the full school-year salary has been paid.

4.2. Intra-area reassignments may be made to meet the needs of management at any time. Such reassignments should be restricted to the minimum necessary to accommodate changes in curricula and pupil enrollment. Inter-area reassignments will be made in accordance with current instructions of the Department of Defense Education Activity.

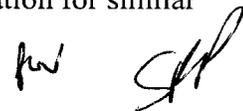
4.2.1. Local applicants may be selected at any time during the school year for employment in the current school year. Preference will be given to fully qualified dependents of DoD military and civilian personnel who are stationed in the area.

4.2.2. Local applicants may be selected at any time after identification of staffing requirements for employment in the new school year. Verification must be obtained that the position has not been filled through CONUS recruitment or the Inter-Area Transfer program prior to making a commitment to a local applicant, and commitments to applicants will be qualified by the statement that the offer is contingent upon availability of manpower spaces, funds, and management need at the beginning of the school year.

4.2.3. Positions not filled by current employees and selected local applicants will then be filled through CONUS recruitment.

### 4.3. Compensation of Educator Positions

4.3.1. Basis. Rates of basic compensation for educators and educator positions shall be fixed at rates equal to the average of the range of rates of basic compensation for similar



positions of a comparable level of duties and responsibilities in urban school jurisdictions in the United States of 100,000 or more population.

#### 4.3.2. Rules for Fixing Compensation

4.3.2.1. Upon appointment or reappointment, each educator will be advanced one step on the appropriate salary schedule for each year of creditable service up to the maximum specified for the current school year. Both Federal and non-Federal experience will be so credited.

4.3.2.2. Promotions. An educator who is promoted to a position in a higher salary schedule will be placed at the same step previously held in the lower grade. If the educator served at least 150-working days in a pay status in that step during the last school year, he or she will not lose entitlement to an earned step increase.

#### 4.3.2.3. Demotions

4.3.2.3.1. When an educator is demoted to a lower salary schedule for cause or at the request of the employee, the step assigned in the lower salary schedule will be the same numerical step held in the higher salary schedule.

4.3.2.3.2. When an educator is demoted to a lower salary schedule, other than for cause or at the request of the educator, the step assigned in the lower salary schedule will be the lowest step which, within the limitations of the appropriate salary schedule, does not result in a decrease in the salary rate. If the educator performed satisfactorily during the school year, the demotion will not affect entitlement to an earned step increase.

4.3.2.3.3. If the cause for demotion is unsatisfactory performance, the educator will not be granted a step increase.

4.3.2.3.4. When a General Schedule educator serving with the Department of Defense Dependents Schools is changed to a school-year position under this Regulation, other than for cause or at the request of the employee, the step assigned in the lower salary schedule will be the lowest step which, within the limitations of the appropriate salary schedule, does not result in less than ten-twelfths of the salary received in the General Schedule position at the time of the change; or the step assigned in accordance with 4.3.2.1., above, whichever is higher. Neither retained rate nor highest previous rate provisions apply. All other entries into Public Law 86-91 (reference (a)) employment will be in accordance with 4.3.2.1., above, without regard to previous salaries or types of employment and irrespective of the personnel action used, unless the educator is reappointed through exercise of administrative reemployment rights.

#### 4.3.2.4. Completion of Higher Level of Education

4.3.2.4.1. An educator who completes the advanced education required to qualify for a salary under a higher education salary schedule shall be assigned the higher salary rate effective as of the first day of the first pay period following the date the education was completed

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or the degree granted. Such adjustment will be made upon receipt of appropriate documentary evidence from the college or university that specifies the date the educator completed the advanced education or met the requirements for a specific degree.

4.3.2.4.2. For the purpose of the master's degree plus 30 hours pay schedule, graduate or undergraduate semester hours of credit earned at an accredited institution subsequent to the date the first master's degree was granted are acceptable. (See subparagraph 4.3.2.4.4., below.)

4.3.2.4.3. Education obtained at a non-accredited institution is acceptable to the extent it has been accepted for further studies at an accredited institution. Questions concerning the acceptance of credit or degrees from a foreign institution of higher learning will be submitted through channels for individual determinations to the Department of Defense Education activity.

4.3.2.4.4. The only credits or degrees acceptable for pay purposes are those that are directly related to the position currently held by the educator or to an educator position within the system to which the educator might be assigned in the future.

4.3.2.5. Daily Rate. The daily rate of compensation for an educator will be the appropriate school-year salary divided by 190.

4.3.2.6. Biweekly Pay. The biweekly base pay will be the appropriate school year salary divided by the number of pay periods, normally 21, in the school year. The biweekly base pay will be reduced by the daily rate, 1/190th of the school-year salary, for each day of absence in a non-pay status occurring on a workday within a pay period.

4.3.2.7. Effective Date of Salary Schedules. New salary schedules will have an effective date of August 1 of each year.

#### 4.3.3. Step Increases

##### 4.3.3.1. Eligibility

4.3.3.1.1. Each full-time educator shall advance one numerical service step for each school year of satisfactory service until he or she reaches the highest step on the schedule for the appropriate class and level of preparation; provided that the educator has been in a pay status at least 150-working days during his or her last previous school year, as an educator under this Regulation, for which a step increase has not been granted. When an educator has been appointed during the school year, up to 15-working days of teaching experience in a public or private school during the current school year may be credited toward the 150-day requirement.

4.3.3.1.2. Each half-time educator shall advance one numerical service step for each 2 school years in accordance with the above.

4.3.3.1.3. An educator who works the first year on a half-time basis and the second school year on a full-time basis shall advance one step after completion of the second year.

4.3.3.1.4. A service step shall not be granted for the last previous year of Federal service upon appointment under 4.3.2.1., above, nor for any service as other than an educator employed in accordance with this Regulation.

4.3.3.1.5. Eligibility for a salary advancement to a different academic salary lane within the same salary schedule through attainment of higher academic qualification shall not preclude the educator from receiving a service step increase when eligible.

#### 4.3.3.2. Effective Date

4.3.3.2.1. Step increases shall be made effective as of August 1 of each year.

4.3.3.2.2. The effective date of a step increase is not changed by a promotion or demotion.

#### 4.3.4. Compensation Payment

4.3.4.1. Salary Computation. Compensation of educators shall be in accordance with the payroll and leave accounting procedures of the servicing Military Department, and such policies and instructions as may be prescribed by the Assistant Secretary of Defense (Comptroller).

#### 4.3.4.2. Late Arrival at Post

4.3.4.2.1. Educators newly appointed in CONUS with the understanding that they will serve for an entire school year or a specified part thereof and, who through no fault of their own as a result of transportation or processing delays after selection for appointment, arrive late at their post of assignment will be administratively excused and paid as if they had arrived on time and actually served during the lost time. All job offers made by the Department of Defense Education Activity up to 2 weeks before the beginning of a school year, will be made with the understanding that the full school-year salary will be paid provided the educator is available for prompt departure and there are no delays in departure that are attributable to the educator. All job offers made less than 2 weeks before the beginning of a school year for pay purposes will clearly state that, if arrival is after the beginning of the school year, the full school-year salary cannot be paid.

4.3.4.2.2. Any other educator who arrives late at post of assignment will not be paid for the working days occurring prior to the day of arrival at the post of duty unless granted paid leave by the supervisor.

#### 4.3.4.3. Early Arrivals at Posts

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4.3.4.3.1. Educators who arrive at their post of assignment prior to the start of the school year will not be entitled to compensation until the start of the school year.

4.3.4.3.2. Educators who are required to report at their post of assignment and to perform work prior to the start of the school year shall be paid at the daily rate for their salary for each day of such work performed.

#### 4.3.4.4. Late Departure from Posts

4.3.4.4.1. Educators who cannot leave promptly at the end of a school year for personal reasons or because of circumstances beyond their control, such as a lack of available transportation facilities, will not be entitled to compensation for the period between the end of the school year and the date of departure.

4.3.4.4.2. Educators who are required to perform work after the end of the school year shall be paid at the daily rate for their salary for each day of such work performed.

#### 4.3.4.5. Premium Pay

4.3.4.5.1. Educators whose regular work schedule requires them to teach on a Sunday will be entitled to basic pay, plus premium pay at a rate equal to 25 percent of the daily rate.

4.3.4.5.2. Educators whose regular work schedule requires them to teach on any of the following holidays will be entitled to basic pay, plus premium pay at a rate equal to the daily rate:

4.3.4.5.2.1. New Year's Day, January 1.

4.3.4.5.2.2. President's Day, the third Monday in February.

4.3.4.5.2.3. Memorial Day, the last Monday in May.

4.3.4.5.2.4. Independence Day, July 4.

4.3.4.5.2.5. Labor Day, the first Monday in September.

4.3.4.5.2.6. Columbus Day, the second Monday in October.

4.3.4.5.2.7. Veterans' Day, the fourth Monday in October.

4.3.4.5.2.8. Thanksgiving Day, the fourth Thursday in November.

4.3.4.5.2.9. Christmas Day, December 25.

#### 4.3.4.6. During Travel



4.3.4.6.1. While enroute during a Permanent Change of Station (PCS) between school years, an educator will be in a non-pay status and will receive appropriate per diem payments as provided in Volume 2, JTR (reference (d)).

4.3.4.6.2. When a PCS is effected during a school year, an adjustment will be made in the first salary payment at the new duty station in order to ensure that, upon completion of the remaining pay periods at the new duty station, the educator will have received the full school-year salary to which entitled. Should the total of days worked (to include paid leave) during the school year at the former duty station and the days worked at the new duty station exceed 190, the educator will be paid at the daily rate for the remaining days in the school year at the new duty station in excess of 190. Appropriate per diem payments will be made for travel as provided in Volume 2, JTR (reference (d)).

4.3.4.6.3. While on renewal agreement travel, an educator is entitled to per diem allowance during the allowable travel period enroute from the overseas point of duty to authorized destination and return to the overseas post of duty.

4.3.4.7. Substitutes and Summer School Educators. Substitutes and summer school educators shall receive the flat daily rate prescribed in the salary schedule.

#### 4.4. Personnel Actions

##### 4.4.1. Appointments

4.4.1.1. Appointments will be made under Schedule A, Section 213.3106(b)(1), of the Office of Personnel Management Regulations (reference (b)) in full recognition of applicable Office of Personnel Management requirements.

4.4.1.2. A fully qualified educator appointed in an overseas area to a part or full-time position and who has not served at least 8-calendar months during the last or previous school year in a part- or full-time position with the Department of Defense Dependents Schools will be given a temporary-limited appointment, not to exceed the end of the school year in which appointed. Upon satisfactory completion of a cumulative period of 8-calendar months during one or more school years in a part- or full-time position with the Department of Defense Dependents Schools, the educator may be selected for conversion to an Excepted Appointment-Conditional at the end of the current school year.

4.4.1.3. A fully qualified educator appointed in the United States or who has previously served at least 8-calendar months in a part- or full-time position with the Department of Defense Dependents Schools will, upon appointment to a continuing part or full-time position, be given an Excepted Appointment-Conditional, unless eligible for an Excepted Appointment without condition.

4.4.1.4. A substitute educator will be employed on an intermittent basis under a temporary-limited appointment, and will be compensated at the substitute rate.

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If it is found necessary and possible to pre-schedule the tour of duty of a substitute educator for more than 90 consecutive calendar days, the substitute, if not qualified, must be replaced after 90 days by an educator who is fully qualified or, if qualified, converted to a part- or full-time appointment and compensated at the appropriate academic salary lane and step of the salary schedule.

4.4.1.5. An educator employed between school years will be given a temporary-limited appointment for the period of actual need, not to exceed the beginning of the school year. When the educator is serving under a non-temporary appointment in the preceding and succeeding school years, selection for appointment between school years is non-competitive and is considered similar to a return to duty. In such cases, the appointment is exempt from the dual-pay provisions of 5 U.S.C. 5533 (reference (e)), and is not subject to the Federal Employees' Group Life Insurance Act of 1954 or to the Civil Service Retirement Act.

4.4.1.6. Whenever reasonable doubt exists that an educator's services will be needed or available for a full school year an educator appointed to a part- or full-time position may be given a temporary-limited appointment for the period of actual need.

4.4.1.7. An educator who does not meet the minimum education standards of the position in which employed may not be appointed as other than a substitute educator. Experience requirements may be waived for temporary appointments of educators to part- or full-time positions in order to meet management needs.

4.4.2. Trial Period. Each educator, upon grant of a non-temporary appointment with the Department of Defense Dependents Schools, is required to serve a trial period of 1-calendar year beginning with the date of said appointment, except that:

4.4.2.1. An educator transferred, reassigned or reemployed without a break in service of more than 30 days, while serving a trial period with the Department of Defense Dependents Schools, may complete the trial period in the new position.

4.4.2.2. An educator converted, or reappointed without a break in service of more than 30 days, to a non-temporary appointment shall have all such previous temporary part- or full-time service not interrupted by a break in service of more than 30 days credited toward completion of the trial period.

4.4.2.3. An educator who has previously completed a trial period with the Department of Defense Dependents Schools, and who has not had a break in service with the the Department of Defense Dependents Schools of more than 3-calendar years since completion of the trial period, will not be required to complete a new trial period.

4.4.3. Conversion from Excepted Appointment (Conditional) to Excepted Appointment Without Condition. An Excepted Appointment (Conditional) will be converted to Excepted Appointment without condition when the educator completes 3 years of non-temporary service, without a break in such service of more than 30 days, as an educator with the Department of

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Defense Dependents Schools. A non-pay status during the summer recess between school years or during period of school closure within the school year will not be considered as a break in service, as long as an appointment under this Regulation covers these non-pay periods.

4.4.4. Reassignments. Reassignments may be effected at any time following appointment to meet management needs.

4.4.5. Promotions. Promotions will be based upon qualifications and merit. No time in level restrictions governing promotions will be applied except through establishment of minimum periods of qualifying experience.

#### 4.4.6. Separations

4.4.6.1. Separations will be effected in accordance with the Office of Personnel Management Regulations (reference (b)).

4.4.6.1.1. For educators who resign at the close of the school year and who have elected coverage under the Federal Employees Health Benefits Program and/or the Federal Employees Group Life Insurance Program, the actual date of separation will be delayed sufficiently to ensure coverage for the period of time for which they have paid through the accelerated withholdings.

4.4.6.1.2. When an educator desires earlier separation for the purpose of obtaining prompt refund of retirement deductions, the educator must submit a resignation specifying the earlier date and acknowledging that health benefits and life insurance coverage will continue only 31 days after the date of separation.

4.4.6.2. In order to retain the desired flexibility on which the use of temporary appointments is based, no additional type of notice or length of notice period beyond the requirements of the Office of Personnel Management Regulations (reference (b)) will be established for Terminations-Lack of Work, Terminations-Lack of Funds, or Terminations-Expiration of Appointments.

4.4.7. Administrative Reemployment Rights. Educators, at their request, may be granted administrative reemployment rights in order to pursue a 1 or 2-year course of formal study, participate in a project or study, or accept temporary employment, when the results of such action are deemed beneficial to the school system.

4.4.7.1. The rights are a guarantee of reemployment in the area of the Director by which granted.

4.4.7.2. The study, project or employment must be undertaken in the United States.

4.4.7.3. The reemployment rights are contingent upon completion of the prior approved course of study, project or employment. Failure to complete the approved study,

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project or employment, or to provide timely documentation of completion voids the agreement to reemploy.

4.4.7.4. Absences from the school system must be in full school years and may not exceed 2-calendar years.

4.4.7.5. The educator will be entitled to a service step for the last school year of service as an educator under this Regulation, and one service step for the first school year of absence. Thus, an educator who successfully completes a 2-year period of study or employment would be entitled to two step increases upon return to duty. Upon reemployment after 1 year of absence, the educator's salary will be fixed as if there had been no period of absence.

4.4.7.6. For those educators serving under a transportation agreement, the required tour of duty must be completed before reemployment rights may be granted.

4.4.7.7. Should the agreement to reemploy be voided, the educator must compete with other applicants for a position. Upon reemployment, the educator's salary would then be fixed in accordance with 4.3.2.1.

#### 4.4.8. Reduction in Force

4.4.8.1. Competitive areas for reduction in force will be large enough to permit adequate competition among educators and limited enough to be administratively manageable. Educators in one competitive area will not compete with those in another.

4.4.8.2. When an educator has been selected for release from his or her competitive level, during the school year, he or she may be given an intra-area reassignment to any vacant position for which qualified, outside the competitive area, in accordance with 4.2.1., at the discretion of management.

4.4.8.3. When an educator has been identified as surplus for the next school year, through reduction-in-force procedures, every reasonable effort will be made to place the educator through an intra-area reassignment between school years.

4.4.8.3.1. If the educator cannot be placed within the area, the educator, if serving under a transportation agreement providing for separation travel to the United States, will be entered in competition for inter-area reassignment.

4.4.8.3.2. Educators identified as surplus will receive first consideration for inter-area transfer to any vacancy for which qualified.

4.4.8.3.3. Prior to utilizing this provision, the educator must acknowledge in writing that declination of any offered position may terminate management's obligation and the educator's right to reassignment in accordance with Part 351 of Title 5, Code of Federal Regulations (reference (f)).

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## 4.5. Leave

4.5.1. Amount and Accrual Rate. An educator (other than an individual employed as a substitute) shall be entitled to cumulative leave, with pay, which shall be known as "educator's leave," which shall accrue at the rate of 1 day for each calendar month or part thereof, of a school year, except that:

4.5.1.1. If the school year includes more than 8 months, any educator who shall have served for the entire school year shall be entitled to 10 days of cumulative leave with pay;

4.5.1.2. Not more than 75 days of leave may remain to the credit of an educator at the close of any school year;

4.5.1.3. Such leave may be advanced for use at any time within the school year. Such advances will normally be limited to the amount that will be accrued during the school year. However, under unusual circumstances, up to 30 days may be advanced. Such advance shall be subject to subsequent earning of such leave, or repayment upon separation for leave advanced but not earned.

4.5.2. Summer School Educators. Leave will not be earned by summer school educators, nor will leave accumulated during school years be granted for summer school absence.

4.5.3. Substitute Educators. Substitute educators will not earn leave of any kind.

4.5.4. Educators Regularly Employed on Part-Time Basis. Educators who are regularly employed on a part-time basis will earn leave in an amount proportionate to the amount of time the person is regularly employed when compared to full employment.

4.5.5. Non-workdays. Saturdays, Sundays, regularly scheduled holidays and other administratively authorized non-workdays shall not be considered days of leave.

4.5.6. Use of Leave. Leave earned by any educator under this section may be granted during the school year:

4.5.6.1. For maternity purposes;

4.5.6.2. In the event of the illness of such educator;

4.5.6.3. In the event of illness, contagious disease, or death in the immediate family of such educator and requiring his or her absence;

4.5.6.4. In the event of any personal emergency; and

4.5.6.5. With appropriate advance notice and the prior approval of the supervisor, not to exceed 3 days of leave may be used for any purpose. Any purpose leave may not normally be

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used during orientation week or the first or the last week of the school year. An exception may be made when an educator has been accepted for an educational program and must report prior to the end of the school year.

#### 4.5.7. Conversion of Leave

4.5.7.1. An educator shall be credited, for the purposes of the leave system provided herein, with the sick leave to his or her credit immediately prior to the effective date of his or her conversion, transfer, promotion, demotion, or reappointment to an educator position, provided he or she is an employee of the Federal Government or the municipal government of the District of Columbia and is transferred, promoted, or reappointed, without break in service, from a position under a different leave system to an educator position.

4.5.7.2. Annual leave shall not be so credited. The educator will receive a lump-sum payment for accrued annual leave from the previous employer in accordance with Office of Personnel Management regulations (reference (b)).

4.5.7.3. Sick leave so credited shall be included in the educator's leave provided for in subparagraph 4.5.1., above. If the leave so credited is in excess of the maximum amount of accumulated leave allowable under subparagraph 4.5.1.2., the total shall remain to the credit of the educator as a maximum school-year-end credit until used. The use during any school year of any amount in excess of the aggregate amount that shall have accrued during such school year shall reduce automatically the maximum allowable amount of accumulated leave credit at the close of any school year until such amount no longer exceeds the maximum amount allowable under subparagraph 4.5.1.2., above.

4.5.8. Minimum Charge. The minimum charge for leave shall be 1/2 day and additional charges shall be in multiples thereof. Absence from duty of less than 1/2 day may be excused for adequate reasons without charge to leave, at the discretion of administrative authority.

#### 4.5.9. Transfer and Recredit of Educator's Leave

4.5.9.1. When an educator is separated from an educator position and is reappointed in another educator position without a break in service of more than 3-school years, his or her leave account (educator's leave) shall be certified to the employing agency for credit or charge.

4.5.9.2. When an educator is separated from an educator position and is reappointed to a position subject to another leave act without a break in service, his or her leave account shall be certified to the employing agency for credit or charge in accordance with Office of Personnel Management regulations (reference (b)).

4.5.9.3. If an educator accepts temporary employment with the Government during a summer recess, the leave account of the teaching position will not be transferred to the leave account of the summer position. Sick leave earned during temporary summer employment will be credited and the unused balance will be transferred to the leave account maintained on the educator position when the educator resumes work on his or her regular teaching position.

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#### 4.5.10. Liquidation of Leave Upon Separation

4.5.10.1. Any annual leave earned under a different leave system and remaining to the credit of a teacher upon separation shall be liquidated by a lump-sum payment in accordance with Title 5 U.S.C. 5551 (reference (e)).

4.5.10.2. The educator's leave earned or included under subparagraph 4.5.1. shall not be liquidated through lump-sum payment when the educator is separated.

#### 4.6. Allowances and Differentials

##### 4.6.1. Entitlement to Allowances and Differentials

4.6.1.1. Entitlement of educators to quarters, quarters allowances, cost-of-living allowances, and post differentials shall be determined in accordance with "Standardized Regulations (Government Civilians, Foreign Areas)," issued by the Department of State, April 1961, as amended (reference (g)).

4.6.1.2. Substitute educators will not be entitled to quarters, quarters allowances, cost-of-living allowances, post differentials or storage of household goods.

4.6.2. Entitlement to Storage of Household Effects. When an educator is reassigned to another location between school years, or relinquishes his or her quarters for another reason during the summer with the result that a quarters allowance is not payable, or when Government-owned or -leased quarters assigned for the school year are not made available to the teacher for the vacation period, storage (including packing, drayage, unpacking and transportation to and from storage) of his or her household goods and personal possessions, will be authorized by the employing agency at no cost to the educator, subject to the weight limitations applicable to the shipment of household goods and personal effects of civilian employees.

#### 4.7. Tours of Duty

4.7.1. The tour of duty for educators is either 1 or 2 school years as indicated below, plus the time required in the area because of arrival before the start of the school year and while awaiting transportation for departure after the school year. The tour of duty for the following locations is 1 school year; the tour of duty for all other locations is 2 school years:

4.7.1.1. Azores

4.7.1.2. Bahrain

4.7.1.3. Cuba

4.7.1.4. Iceland

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4.7.1.5. Japan (Misawa)

4.7.1.6. Korea

4.7.1.7. Okinawa

4.7.1.8. Turkey

4.7.2. When an educator has completed 1 school year under a 2-school-year transportation agreement, round-trip renewal agreement travel may be authorized upon completion of the first school year under the agreement for the purpose of attending an accredited college or university. Such authorization must be based on the following provisions:

4.7.2.1. The courses taken are related to the educator's present or planned Department of Defense Dependents Schools assignment, or the other specific preparation meeting a current Department of Defense Dependents Schools requirement, or the courses are required to meet continued certification in the educator's home State;

4.7.2.2. The educator presents satisfactory evidence of acceptance by an accredited institution for an appropriate course of study of not less than 6 semester hours;

4.7.2.3. The educator signs a new 2-school-year transportation agreement prior to departing the overseas area; and

4.7.2.4. The educator agrees to refund to the Government the cost of the round-trip travel to the United States if unable to present, for reasons acceptable to the Government, documentary evidence of satisfactory completion of the courses.

4.7.3. An educator selected, prior to departing on renewal agreement travel, for a reassignment between school years will only be authorized to take renewal agreement travel in conjunction with the PCS travel. Whenever normal PCS routing between duty posts is through the United States, for a reassignment between school years, the educator may be routed through his home of record at Government expense.

## 5. RESPONSIBILITIES

5.1. The Director, Department of Defense Education Activity, shall:

5.1.1. Establish educator positions by:

5.1.1.1. Developing uniform DoD classification standards for all educator positions in the Department of Defense Dependents Schools, and assign to a single level all positions that

involve approximately the same degree of difficulty, responsibility, and training and that should receive comparable pay treatment:

5.1.1.1.1. The schedule of educator positions will consist of as many levels as are found to be necessary to properly recognize the various significant degrees of difficulty, responsibility, and training.

5.1.1.1.2. Each level will include titles of classes of educator positions that are appropriate for the various categories of educator positions and that should be properly placed in the same level. To the extent appropriate, titles should be of a broad, general nature (i.e., "Classroom Teacher," "Librarian," etc.).

5.1.1.2. Prescribing minimum qualification standards for all educator positions in the Department of Defense Dependents Schools;

5.1.1.3. Prescribing a flat daily rate for substitute educators and for summer school teachers;

5.1.1.4. Provide for appropriate additional compensation for certain extra-duty assignments normally associated with elementary and secondary school programs; and

5.1.1.5. Designate the number of years of experience to be credited upon appointment for pay-fixing purposes.

5.1.2. Develop, adopt, and from time to time adjust, as appropriate, a single uniform compensation schedule, consistent with the following:

5.1.2.1. List the various classes of educator positions.

5.1.2.2. Establish and prescribe basic compensation step rates for each class on a school-year basis, including a salary schedule for each of the following levels of education:

5.1.2.2.1. Bachelor's degree

5.1.2.2.2. Master's degree

5.1.2.2.3. Master's degree plus 30 additional semester hours

5.1.2.2.4. Doctor's degree

5.1.3. Develop, in coordination with the Secretaries of the Military Departments, uniform regulations with respect to adequate orientation of educators employed in the Department of Defense Dependents Schools prior to their departure from the United States. The orientation, in printed form, will state the conditions under which they will live and work, and the benefits available to them, including as a minimum:



5.1.3.1. The nature and extent, and duration of the service that the Government of the United States expects from them;

5.1.3.2. Pay, transportation, and fringe benefits, such as logistic services and additional allowances, provided by the Government; and

5.1.3.3. The high importance of conducting themselves, in their positions as influential representatives of the United States in foreign areas, in a manner that will reflect credit on the American educational system.

5.1.3.4. Have overall responsibility for ensuring proper implementation of this Regulation;

5.1.3.5. Develop, prescribe, and publish for uniform application, qualification standards and classification standards for all educator positions, in accordance with the provisions of DoD Directive 1342.6 (reference (c));

5.1.3.6. Establish a DoD reassignment system and an orderly procedure to provide an opportunity for educators to apply for transfers between different school areas; and

5.1.3.7. Be responsible for recruitment and selection of educators for the Department of Defense Dependents Schools, and referral of selectees to the respective area offices for appointment processing.

## 6. EFFECTIVE DATE

This Regulation is effective immediately.

Joseph D. Tafoya  
Director

Enclosures – 2

E1. References, continued

E2. Definitions

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E1. ENCLOSURE 1

REFERENCES, continued

- (e) Sections 5551 and 5533 of Title 5, United States Code
- (f) Part 351 of Title 5, Code of Federal Regulation, Reduction in Force
- (g) Standardized Regulations (Government Civilians, Foreign Areas), issued by Department of State, April 1961, as amended

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## E2. ENCLOSURE 2

### DEFINITIONS

E2.1. Educator Position. Those duties and responsibilities that:

E2.1.1. Are performed on a school-year basis principally in a school operated by the Department of Defense in an overseas area for dependents of members of the Armed Forces and dependents of civilian employees of the Department of Defense, and

E2.1.2. Involve:

E2.1.2.1. Classroom or other instruction or the supervision or direction of classroom or other instruction; or

E2.1.2.2. Any activity (other than teaching) that requires academic credits in educational theory and practice equal to the academic credits in educational theory and practice required for a bachelor's degree in education from an accredited institution of higher education; or

E2.1.2.3. Any activity in or related to the field of education notwithstanding that academic credits in educational theory and practice are not a formal requirement for the conduct of such activity.

E2.2. Educator. An individual:

E2. 2.1. Who is a citizen of the United States;

E2.2.2. Who is a civilian; and

E2. 2.3. Whose services are required on a school-year basis in an educator position.

E2.3. Substitute Educator. A civilian who is a U.S. citizen whose services are required on a temporary or intermittent basis to perform the duties and responsibilities assigned to an educator.

E2. 4. Summer School Educator. A civilian who is a U.S. citizen whose services are required during a summer school session to perform the duties of an educator position.

E2.5. Department of Defense Dependents Schools. The schools established by the Department of Defense in overseas areas (with the exception of Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands, and Wake Island) for the purpose of providing kindergarten, elementary and secondary education for minor dependents of DoD military and civilian personnel stationed overseas.

E2.6. Geographic School Areas. The Department of Defense Dependents Schools is divided into geographic areas for operation and administration.

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E2.7. Area Director. The individual immediately responsible for the operation and administration of a Geographic School Area.

E2.8. District Superintendent. An individual reporting directly to an Area Director and immediately responsible for the operation and administration of a designated portion of a Geographic School Area, when the Area is divided into two or more geographic districts.

E2.9. Accredited Institution. A college or university listed in the United States Office of Education Directory.

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