



DEPARTMENT OF DEFENSE
EDUCATION ACTIVITY
4040 NORTH FAIRFAX DRIVE
ARLINGTON, VIRGINIA 22203-1635

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LOGISTICS DIVISION

DODEA REGULATION 4010.1

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY
INTERSERVICE AND INTRAGOVERNMENTAL SUPPORT PROGRAM

- References: (a) DS Regulation 4010.1, "Department of Defense Dependents Schools Interservice Support," December 12, 1988 (hereby canceled)
- (b) DoD Instruction 4000.19, "Interservice and Intragovernmental Support," August 9, 1995
- (c) DoD Directive 1342.6, "Department of Defense Dependents Schools (DoDDS)," October 13, 1992
- (d) DoD Directive 1342.21, "Department of Defense Section 6 Schools," October 13, 1992
- (e) DoD 1342.6-M, "Administrative and Logistic Responsibilities for DoD Dependents Schools," August 11, 1995
- (f) DoDEA memo dated September 11, 1996; Subject: "Required Periodic Reviews of Commitments and Obligations"

A. PURPOSE

This Regulation reissues reference (a) and sets forth the manner in which reference (b) will be implemented within the Department of Defense Education Activity (DoDEA).

B. APPLICABILITY AND SCOPE

This Regulation governs how interservice and intragovernmental support will be provided to/from DoDEA from/to another DoD component or Federal Agency. It applies to the DoD Education Activity (DoDEA) headquarters including the Special Assistant for DoD Domestic Elementary and Secondary Schools (DDESS) office, the Area Service Centers (ASCs), the District Superintendent Offices (DSOs), schools and all other DoDEA activities, as established by references (c) and (d). It establishes RCS 4002, "Support Agreement Status Report," and RCS 4016, "Support Agreement Program Reviews: Savings/Cost Avoidance Report."

C. DEFINITIONS

See Enclosure 1.

D. POLICIES

1. DoDEA will implement the interservice and intragovernmental support program in accordance with reference (b) as delineated in reference (e).

2. Support Agreements (SAs) for which reimbursement is required will be prepared on DD Forms 1144, "Support Agreement," delineating the specific responsibilities of the supplier and receiver of support. Agreements shall be executed at the lowest practical level in DoDEA, but no lower than the District Superintendent level; and, as determined by the Area Service Center Chief for area agreements, by the Special Assistant for DDESS office for DDESS Superintendents and schools, and by the Director, DoDEA, for headquarters agreements. SAs that encompass support to more than one district shall be executed by the Area Service Center or Special Assistant for DDESS office as appropriate. Each DoDEA activity is responsible for obtaining or providing maximum support in furtherance of the policies and responsibilities prescribed herein.

3. Memoranda of Understanding (MOUs) or of Agreement (MOAs) may be negotiated among applicable parties when general areas of conditional agreement or understanding are reached. If responsibilities for providing recurring reimbursable support are part of an MOA, a supplementing support agreement should be negotiated. Agreements between DoDEA and another Federal Agency will be negotiated at the DoDEA headquarters level and signed by the Director. Agreements between DoDEA and Foreign Governments will be negotiated at the DoDEA headquarters level.

(a) Overarching MOUs/MOAs which encompass multiple organizational levels or elements will be negotiated on behalf of all DoDEA at the Headquarters level, on behalf of DDESS at the Special Assistant for DDESS office, on behalf of a DoD Dependents Schools (DoDDS) area at the ASC level, or for a District or school at the district level. Template or standardized MOUs/MOAs generated at Headquarters, Special Assistant for DDESS office, or ASC level may be executed (signed) at a lower level as appropriate or as specified by higher management. Execution at district or school level may only be accomplished after ASC or Special Assistant for DDESS office review and approval.

(b) MOUs/MOAs at the district or school level may be negotiated at the local district level as long as their provisions apply only to the immediate parties, no reimbursement is required, and the agreement does not involve the transfer or loan of DoDEA materiel.

4. Agreements will not be used to document the transfer of responsibility for a function, mission, or manpower from, or to, a DoDEA activity. Reimbursement for recurring support provided by supplier dedicated workyears/end-strengths will be accomplished through support agreements.

5. Procurement services included in agreements may include dollar limitations imposed by the supplier on DoDEA. Such agreements will be in accordance with Federal procurement policies and procedures under the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement. DoDEA activities may not enter into support agreements with nonappropriated fund instrumentalities. DoDEA may obtain services or supplies/equipment from nonappropriated fund instrumentalities on a competitive basis. This may be accomplished through the reimbursement procedures of the support agreement with the supporting installation or other procurement avenues available to DoDEA.

6. When commercial support can be more economically performed on behalf of the U.S. Government by private contract, such work or services may not be provided by a DoD component unless contingency plans require the supplier to maintain in-house support capability. Support services furnished or obtained by the supplier by contract with commercial or private vendors should be provided at the least cost to the U.S. Government.

7. Normally, DoDEA activities will reimburse for support services after the support service is received. However, the support or service may be funded by direct cite when a contract is negotiated solely on behalf of DoDEA, or is arranged through prior agreement with the supplier.

8. Although the costs listed on the DD Form 1144, "Support Agreement," are estimates, the supplier may not exceed those amounts provided on the funding documents unless prior approval is received from the funds control officer. Receivers will fund support agreements through Military Interdepartmental Purchase Requests (MIPRs) DD Forms 448 prepared by the appropriate DoDEA activity authorized to expend the funds. The supplier will acknowledge the funding arrangement through an Acceptance of MIPR (DD Forms 448-2). Billings shall be validated and certified at the fund control level and discrepancies resolved. Billings not processed through the "no check drawn" method will be validated in accordance with reference (f) to ensure accuracy of accounting data and identify potential deobligations of funds.

9. DoDEA activities will participate in, take advantage of innovative ideas, and seek opportunities for improving the efficiency and effectiveness of support services

obtained from suppliers through collaboration with local Joint Interservice Regional Support Groups. For DoDDS activities, local Joint Interservice Regional Support Group participation will usually be at the ASC level; for DDESS, activities may participate as a member of their supporting installation's local Joint Interservice Regional Support Group. Any recommendations resulting from participation will be approved for implementation by the Associate Director for Management.

E. RESPONSIBILITIES:

1. The Director, DoDEA, has overall responsibility for the effective management of the program within DoDEA and is responsible for ensuring that the program's control objectives are achieved through appropriate use of the program's control techniques.

2. Associate Director for Management. The Associate Director for Management will resolve, adjudicate, or forward issues to the Office of the Secretary of Defense or the Military Departments for resolution of those issues that cannot be resolved at the service center or headquarters operating levels as soon as it is evident that the issue cannot be resolved at a lower echelon.

3. The General Counsels for DoDDS and DDESS will review all MOUs/MOAs and Support Agreements that require signature at the DoDEA HQ level for their respective organizations.

4. The Chief, Logistics Division, DoDEA, shall:

(a) Develop and disseminate policies and procedures and resolve issues resulting from policy or procedural noncompliance. For those issues requiring Associate Director for Management or higher resolution, recommend the DoDEA position.

(b) Designate a Support Agreements Manager within the Logistics Division to implement policies and procedures for the support agreements program. Provide assistance and training to field personnel.

(c) Establish time lines for submission of Support Agreement Status Report (RCS 4002) and Support Agreement Program Reviews: Savings/Cost Avoidance Report (RCS 4016) reporting requirements to document negotiations, savings and/or cost avoidances realized as a result of interservice support agreement reviews. Publish executive summary reports semiannually.

5. Chiefs, Area Service Centers (ASCs) and DoDEA headquarters functional personnel supporting Headquarters/DDESS/Panama/Cuba operations shall:

- (a) Implement DoD policies and procedures.
- (b) Maintain financial and programmatic oversight within their geographical areas.
- (c) Conduct on-site visits to DSOs and schools to promote programmatic compliance with the support agreement program.
- (d) Perform periodic reviews of the support agreement program and provide reports of the reviews to the Chief, Logistics Division, DoDEA.
- (e) Submit semiannual status of agreement (RCS 4002) and the accrued savings/cost avoidance (RCS 4016) reports derived from these reviews.

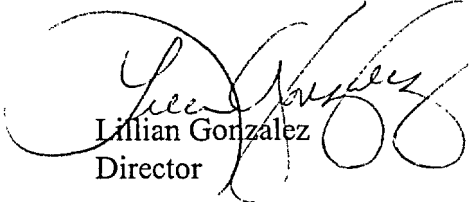
F. MANAGEMENT CONTROL OBJECTIVES AND TECHNIQUES:

1. Objective: The DoDEA control objective associated with interservice and intragovernmental support is to ensure that DoDEA receives the highest quality logistic and administrative support at the lowest practicable cost.

2. Techniques: Management responsibilities and techniques for achieving program objectives are identified in the management control plan.

G. EFFECTIVE DATE

This Regulation is effective upon publication.


Lillian Gonzalez
Director

Enclosure:
As stated

Distribution: X

DEFINITIONS

The definitions below supplement those published in reference (a).

1. DoDEA Support Agreements Manager. An individual designated at the DoDEA headquarters or at the Area Service Center/Headquarters/DESS/Panama/Cuba operational levels to negotiate support agreements and to oversee the support agreements program for his/her area of responsibility.
2. Memorandum of Agreement (MOA). Memoranda that define general areas of conditional agreement between two or more parties--what one party does depends on what the other party does (e.g., one party agrees to provide support if the other party provides the materials). MOAs that establish responsibilities for providing recurring reimbursable support should be supplemented with support agreements that define the support, basis for reimbursement for each category of support, the billing and payment process, and other terms and conditions of the agreement.
3. Memorandum of Understanding (MOU). Memoranda that define general areas of understanding between two or more parties--explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g., does not require reimbursement or other support from receiver).
4. Military Interdepartmental Purchase Request (MIPR) (DD Form 448). A financial document used to fund DoDEA support requirements with the supplier.
5. MIPR Acceptance (DD Form 448-2). A financial document acknowledging acceptance of the terms of the MIPR funding DoDEA support requirements through reimbursement or direct citation of funds.
6. Receiver or Receiving Activity. An activity that obtains support from another activity.
7. Supplier or Supplying Activity. The activity that provides support to another activity.
8. Support Agreement. For DoDEA, support agreements most frequently occur between the school/district and its supporting installation. The ASC offices and DoDEA will negotiate and manage support agreements for their own requirements and those

requirements common to all schools in a designated area of responsibility (such as communications support or maintenance and repair of equipment) or DoDEA-wide (such as the support provided DoDEA by the Defense Information Systems Agency).

9. Voucher for Transfer Between Appropriations and/or Funds (SF 1080). A financial billing document used by the supplier to bill the receiver for support provided and by the receiver to certify that the supplier has provided the support service requested in a satisfactory manner. It may involve a monthly (preferred) or quarterly transaction. Other comparable military service forms may be used for the same purpose. More frequently, billings are processed through the “no check drawn” process.