

MEMORANDUM OF UNDERSTANDING

between the

(Name of Employing Element)

and the

(Name of Gaining Element)

on

(Employee Name and/or Unique Identifier)

for a

INTELLIGENCE COMMUNITY CIVILIAN JOINT DUTY ASSIGNMENT ROTATION

I. REFERENCES AND AUTHORITIES

- A. National Security Act of 1947, as amended, 50 U.S.C. § 3001 et seq.
- B. Economy Act, as amended (if reimbursable), 31 U.S.C., Section 1535
- C. Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. No. 108-458
- D. Executive Order 12333, as amended
- E. Intelligence Community Directive 660, Intelligence Community Civilian Joint Duty Program, effective February 11, 2013
- F. Intelligence Community Policy Guidance 660.1, Intelligence Community Civilian Joint Duty Program Implementation Guidance, as amended effective July 24, 2015
- G. Other Departmental/Agency regulations:

II. PURPOSE

The purpose of this Memorandum of Understanding (MoU) is to provide for the assigning, tracking and accounting of personnel on a

___ reimbursable

___ non-reimbursable

Intelligence Community Civilian Joint Duty Assignment (JDA) rotation and to stipulate the roles and responsibilities of the employing element, gaining element, and employee on a JDA. JDAs further the interests of each Intelligence Community (IC) element and the IC as a whole, promote the effectiveness of the US Government, and provide IC officers with a broader perspective on issues facing the IC.

III. GENERAL INFORMATION

- A. Employing Element:
- B. Gaining Element:
- C. Employee (and/or Unique Identifier):
- D. Start Date of JDA:
- E. End Date of JDA:
- F. This JDA may be extended for _____ upon written mutual consent of the employing and gaining element.
Note: The length of a JDA cannot exceed 36 months.
- G. Employee position title, grade/band, duty location and brief description of duties at employing element:
- H. Employee position title, grade/band, duty location and brief description of duties at gaining element:
- I. Details to law enforcement agencies require the employing agency to confer with legal counsel as certain MoUs may require specific language restricting the detailee from engaging in law enforcement activities, consistent with federal statutes, executive orders, and regulations.

IV. EMPLOYING ELEMENT ROLES AND RESPONSIBILITIES

A. General:

- a. Out-process and in-process employee
- b. Brief employee selected for a JDA on the contents of this MoU and any other applicable information
- c. Document JDA, and maintain and update as necessary the employee's official personnel record
- d. Ensure that the JDA is part of the employee's individual development plan, or equivalent, and has been approved by the employee's first and second level supervisor/manager
- e. During the JDA notify gaining element supervisor and employee of events impacting the employee's JDA, including but not limited to mobilization, change of supervisor, senior officer tier level changes, general schedule or general schedule equivalent position grade changes, or reorganization
- f. Provide employee with element's reintegration process prior to commencement of JDA

B. Bonuses/Awards, Promotion and Time and Attendance:

- a. Maintain employee payroll and benefits
- b. If non-reimbursable JDA, ensure prompt payment/credit for additional compensatory work beyond the employee's standard 40 hour work week and where the employee's gaining element supervisor has certified that the additional work hours were mission critical.
- c. Fund bonuses/awards given in recognition of employee contributions to employing element and discuss with gaining element supervisor
- d. Retain responsibility for permanent promotion, within-grade increases or other permanent performance-based pay adjustments
- e. If reimbursable JDA, bill the gaining element for salary and benefits of employee, and receive payment via Economy Act Order (e.g. Military Interdepartmental Purchase Order) and/or Department of Treasury Intra-Governmental Payment Collections System as appropriate
- f. Process and retain employee time and attendance in accordance with the employing element's practices and procedures
- g. Process in a timely manner bonuses/awards funded and given to the employee by the gaining element

C. Security and Medical:

- a. Transmit security clearance(s) and medical clearance(s) or medical certification(s) as required by the gaining element
- b. Provide other security support in accordance with employing element's practices

- c. Hold the employee's clearance on behalf of the gaining element
- d. If cover is required, the employing element will coordinate requirements with the gaining element.

D. Temporary Duty, Travel and Permanent/Temporary Change of Station:

- a. Fund employee temporary duty (TDY) that is in support of necessary employing element administrative requirements, such as training, using employing element forms, timelines, policies and procedures
- b. Fund local and non-local travel that is in support of employing element using employing element policies and procedures
- c. Fund Permanent/Temporary Change of Station costs using employing element policies and procedures, discuss and coordinate with gaining element.

E. Training and Reintegration:

- a. Fund employee training that is in support of employing element, discuss and coordinate with gaining element.
- b. Retain responsibility for employee's career development
- c. Reintegrate employee returning from a JDA, ensuring that the employee is permanently placed in the employee's former position or an equivalent position, as determined by the employing element, and duty location, unless other provisions are agreed to in advance by the employing element and the employee.

V. GAINING ELEMENT ROLES AND RESPONSIBILITIES

A. General:

- a. In-process and out-process employee
- b. Provide appropriate resources for employee to perform JDA, including office and desk space, communications and computer support (e.g. JWICS, SIPR, NIPR), telephones (classified and unclassified), copier, and similar support provided to the gaining element's own employees of similar grade
- c. Notify employing element in a timely manner of significant developments regarding an employee on a JDA, including but not limited to an award or recognition, hospitalization, a security violation, an arrest, mobilization, change of supervisor, senior officer tier level changes, general schedule or general schedule equivalent position grade changes, reorganization, or performance issues

B. Bonuses/Awards, Promotion and Time and Attendance:

- a. Fund bonuses/awards given in recognition of employee contributions to gaining element, discuss and coordinate with employing element
- b. Transfer funds to the employing element for reimbursable JDA via Economy Act Order (e.g. Military Interdepartmental Purchase Order) and/or Department of Treasury Intra-Governmental Payment Collections System as appropriate, including bonuses referenced in section V (Ba).
- c. Recommend, as appropriate, any performance based pay adjustment
- d. Supervisor certifies as accurate time and attendance of employee on a JDA in accordance with employing element's forms and procedures
- e. The Gaining Element must allow the employee sufficient time off to use all compensatory time accrued during the JDA prior to returning to the Employing Element.

C. Security and Medical:

- a. Request employing element transmit security and medical clearance(s) or medical certifications as required
- b. Provide security support in accordance with gaining element's standard policies, procedures and regulations
- c. Where required, provide support to maintain cover of covert employees on a JDA in accordance with applicable employing element guidelines
- d. If cover is required, the gaining element will coordinate requirements with the employing element.

- D. Temporary Duty, Travel, Permanent/Temporary Change of Station and Training:
 - a. Fund employee TDY that is in support of gaining element using gaining element forms, timelines, policies and procedures
 - b. Fund local and non-local travel that is in support of gaining element using gaining element policies and procedures
 - c. Fund Permanent/Temporary Change of Station costs using gaining element policies and procedures, discuss and coordinate with employing element.
 - d. Fund employee training in support of JDA

- E. Performance Expectations and Evaluations:
 - a. Complete performance expectations and evaluations in consultation with the employee's employing element supervisor and in accordance with the employing element's requirements, forms and timelines
 - b. Provide feedback to the employing element and employee regarding the employee's performance

VI. IMPLEMENTATION, TERMINATION AND REASSIGNMENT

This MoU is effective upon signature of all parties to the MoU and remains in effect until the end date of the JDA or until this MoU is jointly terminated or modified in writing with 30 days notice. The JDA may be terminated prior to the completion of the specified tour length when the employing and gaining element agree that termination is in the best interest of the employee or elements concerned. The gaining element will not reassign the employee to any other position without the prior written consent of the employing element. The gaining element will not detail the employee to any other agency.

VII. LEGAL EFFECT AND SEVERABILITY

This MoU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, the United States or the officers, employees, agents or other associated personnel thereof.

Nothing in this MoU is intended to conflict with current laws or regulations of the participating agencies. If a provision of this MoU is inconsistent with such authority, then that provision shall be invalid. The illegality or invalidity of any provision of this MoU shall not impair, affect, or invalidate the other provisions of this MoU.

This MoU is subject to availability of funds.

VIII. POINTS OF CONTACT

	Name	Title	Phone #	Email	Location
Employee					
Employing element supervisor					
Gaining element supervisor					
Finance – Employing element					
Finance – Gaining element					
HR – Employing element					
HR – Gaining element					
Other POCs					

IX. SIGNATURES

Employee's Name Printed *Signature* *Date*

*Authorized Employing Element
Official's Printed Name* *Signature* *Date*

*Authorized Gaining Element
Official's Printed Name* *Signature* *Date*

Distribution: *List of names with titles*

- 1.
- 2.
- 3.
- 4.

X. FINANCIAL ADDENDUM FOR REIMBURSABLE JOINT DUTY ASSIGNMENT

Employee Name: _____

Employing Element: _____

Gaining Element: _____

This addendum is being provided to verify and validate the financial responsibilities of the gaining element in regards to the Joint Duty Rotational Assignment of _____
 This is a _____-year reimbursable assignment with the projected costs as described below.

Detail Begins:

Detail Concludes:

<p>Estimated FY __ Costs PoP:</p> <p>Base Salary Benefits Other Costs</p> <p>Total FY __ Estimate:</p>	
<p>Estimated FY __ Costs PoP:</p> <p>Base Salary Benefits Other Costs</p> <p>Total FY __ Estimate:</p>	
<p>Estimated FY __ Costs PoP:</p> <p>Base Salary Benefits Other Costs</p> <p>Total FY __ Estimate:</p>	
<p>Total Funding Requirement:</p>	

XI. JOINT DUTY ASSIGNMENT EXTENSION ADDENDUM

Per mutual agreement among the employee, employing and gaining elements, and Paragraph III.F, this Joint Duty Assignment is hereby extended until _____. The Joint Duty Assignment remains subject to all other terms and conditions of this Memorandum of Understanding.

Employee's Name Printed *Signature* *Date*

Authorized Employing Element
Official's Printed Name *Signature* *Date*

Authorized Gaining Element
Official's Printed Name *Signature* *Date*

Distribution: *List of names with titles*

- 1.
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Additional Information

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