



NATIONAL GUARD BUREAU

1636 DEFENSE PENTAGON
WASHINGTON DC 20301-1636

CNGB DTM 1400.00
NGB-J1-P
30 August 2023

MEMORANDUM FOR THE ADJUTANTS GENERAL AND THE COMMANDING GENERAL OF THE DISTRICT OF COLUMBIA

Subject: National Guard Intergovernmental Personnel Act

References: See Enclosure B.

1. Purpose. This Chief of the National Guard Bureau (CNGB) Directive-Type Memorandum (DTM) establishes interim guidance for the use of the Intergovernmental Personnel Act (IPA) in the National Guard (NG) in accordance with the references.
2. Cancellation. This CNGB DTM cancels and replaces Technician Personnel Regulation 300 (334), 17 March 1981, "IPA Assignments."
3. Applicability. This CNGB DTM applies to the entire NG except the civilian employees of the Office of the CNGB, National Guard Bureau (NGB) Joint Staff, Air National Guard Directorate, Army National Guard Directorate, and NGB Space Operations.
4. Policy. It is NG policy to impose mandatory limitations of an IPA assignment.
 - a. Under reference a, any assignment under an IPA in the NG is limited to The Adjutants General and Commanding General of the District of Columbia positions only.
 - b. An NG employee under reference b, who maintains military membership, may be considered for an IPA assignment if they are appointed under reference c as a tenure 1 or tenure 2 employee upon entering into an IPA agreement to serve as The Adjutant General or Commanding General of the District of Columbia.
 - c. NG Title 32 Technician (dual status) may be selected as The Adjutant General or Commanding General of the District of Columbia for two years, with the option to extend the IPA agreement an additional two years, not to exceed 48 consecutive months.
5. Responsibilities. Authority is delegated to the Manpower and Personnel Directorate (NGB-J1) to approve and extend all IPA agreements. All IPA assignment requests must be forwarded to the NGB-J1 Technician and Civilian Personnel Policy Division (NGB-J1-P) for staffing. Upon request for consideration, NGB-J1 has the delegated authority to waive an obligated service requirement under reference d.
6. Procedures. See Attachment A.

7. Information Collection Requirements. NGB-J1-P will maintain IPA assignment agreements and approved obligated service requirement waivers to meet Office of Personnel Management (OPM) directed reporting requirements.

8. Definitions. None.

9. Releasability. This CNGB DTM is approved for public release; distribution is unlimited. It is available at <<https://www.ngbpmc.ng.mil/>>.

10. Records Management. This CNGB DTM and all records created as a result, regardless of media and format, must be managed in accordance with the NGB Records Management Program.

11. Compliance. Per the Chief of the National Guard Bureau 5000.01 Issuance Series, the proponent will review this CNGB DTM annually on the anniversary of its effective date to either confirm the action has been completed, incorporate the directive into an CNGB Issuance, or to update and extend the CNGB DTM's continued applicability, currency, and consistency with Federal, Department of Defense, and NGB policy and provide validation to the Strategy, Policy, Plans, and International Affairs Directorate and the NGB Executive Secretariat Issuances Branch.


DANIEL R. HOKANSON
General, USA
Chief, National Guard Bureau

Attachment:
As stated

ATTACHMENT A

NATIONAL GUARD INTERGOVERNMENTAL PERSONNEL ACT

1. Assignments under an NG IPA are State initiated, usually by the Governor. The Human Resources Officer (HRO), as directed, will prepare an OPM Optional Form 69 "Assignment Agreement," located at reference e, or equivalent locally developed form with all required information for submission of the NG employee nominated by their respective Governor for a Title 32 Technician (dual status) assignment or appointment to serve as The Adjutant General or Commanding General. OPM provides a job aid for developing required information through the link at reference f.

2. Many sections in OPM Optional Form 69 are self-explanatory; however, coordination and details may vary for Intergovernmental Personnel Assignment agreements. The HROs will ensure that the following sections are completed accurately:

a. Part 5 -- Type of assignment will be on leave without pay (LWOP) from their position; they remain an employee of the NG, and retain rights and benefits attached to that status. A NG Technician on an NG IPA agreement is still a Federal employee and personnel actions that would apply to a Federal employee or to their position (for example, reclassification or transfer of function) continue to be applicable.

b. Part 6 -- Reason for assignment will list the respective value of services provided to the State and NG.

(1) The State may gain value by assignment of a highly skilled Commander and leader of the State Military Department; an administrator versed in strategic planning, reorganization, and mission transformation.

(2) The NG may gain value by assignment of an employee with executive-level experience in interagency cooperation and operations to protect homeland security; an administrator capable of strategic management of operations and long-term planning.

c. Part 7 -- A State position description provides the major duties and responsibilities to be performed during the assignment. Attaching a State position description to the OPM Form OF 69 will satisfy this requirement.

d. Part 8 -- Employee benefits will define the rate of base pay, conditions that could increase compensation (for example, legislative cost of living and general pay adjustments), and annual and sick leave benefits. A Federal employee cannot earn less on an IPA than they would have received from their NG Technician position. A Technician on LWOP is paid by the State organization to which assigned. A supplemental salary payment must be made when the rate of pay of the non-Federal organization is less than the rate of pay the employee would have received in their NG Technician or civilian position.

e. Part 9 -- Fiscal obligations will be coordinated with the respective Federal and State comptroller to determine any salary and benefits cost sharing (for example,

employee pay, supplemental pay, fringe benefits (that is, life insurance, health insurance, election or exemption of participating in retirement systems, workers' compensation, commuter benefits, or travel and relocation expenses). Cost sharing arrangements for any assignment are negotiable between the NG and the State. The NG may pay all, some, or none of the costs associated with an assignment. The following guidelines will ensure that both Federal and non-Federal organizations share in the costs associated with assignments.

(1) The organization must determine the relative benefit accruing to each, based on the assignment purposes identified and include a statement of relative benefit in the assignment agreement.

(2) Cost-sharing arrangements are based on the extent to which the participating organizations benefit from the assignment. The largest share of costs is paid by the organization that benefits most from the assignment.

(3) Prohibited costs include reimbursement for indirect or administrative costs associated with the assignment (for example, preparing and maintaining payroll records, office space, furnishings, supplies, or staff support).

f. Part 11 -- Options elected and fiscal responsibility for payment are determined by cost-sharing in Part 9.

g. Part 12 -- Indicate whether travel and transportation expenses are the responsibility of the Federal and/or State agency. Include any travel and relocation expenses of the assignment. Include responsibilities for payment derived by employee status when traveling (for example, performing duties of The Adjutant General as a member of the State Military Department or when on orders as a general officer National Guardsman supporting specific functions associated with the duties of The Adjutant General in a military capacity). A NG Technician on an NG IPA assignment receives only those travel and relocation expenses authorized by the IPA and Federal Travel Regulations, whether paid by the NG or the State. Reimbursement of travel, relocation, and per diem expenses is allowed only if the technician agrees, in writing, to serve the entire period of their assignment or one year, whichever is shorter; if the assignment is terminated for reasons acceptable to the NG. If terminated, based on reasons determined unacceptable to the NG, the expenses are recoverable from the technician as a debt due the United States. If the NG Technician fails to complete the required period, they must repay all travel and transportation expenses described in the agreement.

3. The NG IPA agreement does not exempt an NG Technician from Federal conflict-of-interest statutes when assigned as The Adjutant General. The NG Technician is subject to the Federal statutory and regulatory provisions which govern ethical and other standards of conduct, conflicts of interest, suitability, security, and limitations on political activity; and applicable State and local government statutory and regulatory provisions. Reference g is applied when participating in an NG IPA assignment. Note

in the agreement that the NG Technician was informed and provided a copy of such regulations.

4. NG IPA participants are required to return to their agencies for a period equal to the time spent on the assignment. If the employee fails to carry out this agreement, they must reimburse the NG for its share of the costs of the assignment (exclusive of salary) unless waived by proper authority, as noted in Paragraph 8 below.

5. Any significant changes in an employee's duties, responsibilities, salary, work assignment location, or supervisory relationships should be recorded as a modification to the original agreement. The assignment agreement must always be accurate, complete, and current. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification to the original agreement.

6. An NG IPA assignment may be terminated at any time at the option of the NG or State organization. The party terminating the agreement before the original completion date should give a 30-day notice to all parties involved. This notification should be in writing and include the reasons for the termination. OPM or the proper NGB authority may terminate an assignment or take other corrective actions when an assignment is found to violate NG IPA policy or IPA regulations.

7. Allow 30 days to process requests for NG employee nominations to serve under a NG IPA agreement. NG IPA nominee agreements will be submitted electronically to: <ng.ncr.ngb-arng.mbx.ngb-tns-inbox@army.mil>.

8. Allow 30 days to process any waiver requests. Justification to waive an NG IPA agreement obligated service requirement will be submitted electronically to: <ng.ncr.ngb-arng.mbx.ngb-tns-inbox@army.mil>.

9. The following apply to personnel administration under an NG IPA assignment:

a. The State organization regulations and policies will determine the NG Technician's workweek, hours of duty, and holidays to which they are entitled.

b. An NG Technician on LWOP for assignment under an NG IPA is entitled to earn annual and sick leave as if the employee continued in a regular Federal position. The entire assignment period of LWOP is creditable in determining the rate and accrual for annual leave. Balances are transferable both to and from the assignment within prescribed carryover limits.

c. An NG Technician on LWOP is entitled to continue coverage for group life insurance and health benefits for the duration of the assignment, even if LWOP exceeds one year. To continue these coverages, the NG Technician must continue to pay their share of premiums through the Federal agency. As part of the written NG IPA agreement, the HRO must provide the NG Technician specific information about how, when, and where payments are to be submitted. The HRO must also inform the technician on all developments that affect rates, coverage and enrollment under

retirement, Medicare, life insurance and health benefits programs (for example, open seasons, new coverage, or changes in laws). If an NG Technician is injured or disabled while on LWOP, they may not receive both a Federal disability and a non-Federal compensation covering the same period. This does not bar the right of the employee to receive the benefit paying the greater amount, or the right to a Federal retirement (non-disability) based on service.

d. The NG Technician is entitled to receive full-service credit while on assignment if they make a written election to retain retirement coverage and continue to pay the employee's contribution into the system; matching agency contributions will continue to be paid. The NG IPA agreement should be annotated that reflects the NG Technician is exempt from making retirement contributions to the State retirement system. All wages will continue to be taxed for Medicare Part A coverage. If the non-Federal salary is greater than the basic pay of the NG Technician's Federal position, the basic pay of the Federal position constitutes the maximum salary that may be considered for retirement purposes. If the NG Technician elects not to pay the current contributions, they will receive "service credit" for LWOP not to exceed six months in a calendar year. An NG Technician who elects not to pay their retirement contributions cannot pay contributions retroactively.

e. Federal employees are eligible to receive awards for contributions and suggestions related to their work on NG IPA assignments. There should be substantial benefit accruing to the NG's programs and activities for the NG to grant a cash award. The cost of the award can be shared between the activities if provided for in the NG IPA assignment agreement. If the State wishes to grant a cash award to an NG Technician on an NG IPA assignment, the NG must be informed of the award, the reason for it, and must concur on the action. Awards may be cash or honorary.

f. The NG may make an exception to reduction in forces procedures when necessary to retain a technician on an NG IPA assignment. Notification will be provided to each higher standing technician in accordance with regulatory guidance.

g. Before any proposed disciplinary or adverse action is taken against an employee assigned to the State on an NG IPA assignment, representatives of the State and NG will consult concerning the proposed action. Matters to be resolved will include responsibility and jurisdiction for the action, suitability of the proposed action, and protection of employee rights and appeals.

h. At completion of the NG IPA assignment, the State NG must return the technician to the same position they occupied at the time the assignment began or reassign the individual to another position of comparable pay and grade level. The HRO must notify the NG Technician, in writing, of the position to which they will be returned no later than 30 days before the end of the assignment. If the position offered is of a lower grade or pay than the position held immediately before the assignment, the proposed action is treated as a non-disciplinary action.

i. To avoid being issued a separate notice, the NG IPA agreement participant must return to their agencies for a period of time equal to that spent on the assignment. The NG Technician must return to the NG and meet the compatible military grade and assignment requirements. The HRO must provide notification, in writing, that a separation action will be initiated if the Service member does not resume compatible military grade or assignment. This separation would be an appropriate cause to waive the obligated requirements and any associated costs of assignment.

ATTACHMENT B

REFERENCES

PART I. REQUIRED

- a. Assistant Secretary of Defense, Manpower and Reserve Affairs, and Logistics, April 1978, "Policy Concerning Intergovernmental Personnel Act of 1970 (IPA) and National Guard Bureau"
- b. Title 10 United States Code, Section 10508, "National Guard Bureau, General Provisions"
- c. Title 32 United States Code, Section 709, Technicians: "Employment, Use, Status"
- d. Code of Federal Regulations, Title 5, Chapter I, Subpart B, Part 334, "Temporary Assignments Under the Intergovernmental Personnel Act"
- e. Office of Personnel Management (OPM) Optional Form 69, <https://www.opm.gov/forms/pdf_fill/of69.pdf>, accessed 05 July 2023
- f. OPM Intergovernmental Personnel Act website <<https://www.opm.gov/policy-data-oversight/hiring-information/intergovernment-personnel-act/#url=Provisions>>, accessed 05 July 2023
- g. The Federal Tort Claims Act <[Federal Tort Claims Act | house.gov](https://www.house.gov/federal-tort-claims-act)>, accessed 05 July 2023

PART II. RELATED

- h. Title 5 United States Code Part III, Subpart B, Chapter 33, Subchapter VI, "Assignments to and from States"