



CHIEF OF THE NATIONAL GUARD BUREAU INSTRUCTION

NGB-J1-P
DISTRIBUTION: A

CNGBI 1400.25, Vol. 334
28 May 2026

NATIONAL GUARD TECHNICIAN INTERGOVERNMENTAL PERSONNEL ACT

References: See Enclosure D.

1. Purpose.

a. Instruction. This instruction is composed of several volumes, each containing its own purpose. The purpose of the overall instruction is to establish policy and assign responsibilities for the National Guard Bureau (NGB) Manpower and Personnel Directorate (NGB-J1) Technician and Civilian Personnel Policy Division (NGB-J1-P) in accordance with (IAW) reference a.

b. Volume. This volume provides policy and assigns responsibilities for National Guard (NG) Technician Intergovernmental Personnel Act (IPA) IAW reference b through reference f.

2. Cancellation. This instruction cancels and replaces the Chief of the NGB Directive Type Memorandum 1400.00, 30 August 2023, "National Guard Intergovernmental Personnel Act."

3. Applicability. This instruction:

a. Applies to the NG of the States, Territories, and the District of Columbia, hereinafter referred to collectively as "States," and to all military technician (dual status) employees. The term "NG employees" throughout this volume is limited IAW reference a, reference c, and reference d as military technician (dual status) Excepted service employees only.

b. Does not apply to the civilian employees assigned to the Office of the Chief of the National Guard Bureau, NGB Joint Staff, Army National Guard Directorate, Air National Guard Directorate, or NG civilian Title 5 employees in the States.

4. Policy. It is NGB policy to impose mandatory limitations of an NG IPA assignment for a military technician (dual status).

UNCLASSIFIED

a. Under reference b, any assignment under an IPA in the NG is limited to military positions of The Adjutant General (TAG) and the Commanding General of the District of Columbia (CG) only.

b. A military technician (dual status) may be selected as TAG or CG for two years, with the option to extend the IPA agreement an additional two years and not to exceed 48 consecutive months.

5. Definitions. See Glossary.

6. Responsibilities. See Enclosure A.

7. Summary of Changes. This is the initial publication of CNGB Instruction 1400.25, Vol. 334.

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

9. Effective Date. This instruction is effective upon publication and must be reviewed annually by the Proponent or Office of Primary Responsibility for continued validity, and must be revised, reissued, canceled, or certified as current every ten years.



STEVEN S. NORDHAUS
General, USAF
Chief, National Guard Bureau

Enclosures:

- A -- Responsibilities
- B -- Staff Functions
- C -- IPA Requirements
- D -- References
- GL -- Glossary

ENCLOSURE A
RESPONSIBILITIES

1. Director of NGB-J1. The Director of NGB-J1 will:
 - a. Serve as the delegated authority to review, approve, and extend all IPA agreements.
 - b. Serve as the delegated authority to waive an obligated service requirement under reference e.
2. NGB-J1-P. NGB-J1-P will:
 - a. Staff all IPA assignment requests submitted by the States.
 - b. Maintain IPA assignment agreements and approved obligated Service requirement waivers.
 - c. Meet Office of Personnel Management (OPM)-directed reporting requirements.
3. TAGs and CG. TAGs and the CG will monitor compliance with this instruction.

ENCLOSURE B

STAFF FUNCTIONS

1. Explanation of Staff Functions. Positions identified below are appointed and administered by TAG who maintain authority to assign work to their staff. Therefore, the personnel chosen for the assignment of these functions may be determined by TAG. Suggested assignments are indicated below.

2. Human Resources Officers (HROs). HROs should:

a. Develop and implement local plans and procedures, review agreements, and provide recommendations on IPA assignments.

b. Submit IPA assignment requests to NGB-J1-P for staffing.

c. Maintain records and provide reports as requested by NGB-J1-P.

ENCLOSURE C

IPA REQUIREMENTS

1. Assignments. Assignments under an NG IPA are State initiated, usually by the Governor. The HRO, as directed, will prepare an OPM Optional Form (OF) 69 (REV 2-89) "Assignment Agreement," located at reference f, or equivalent locally developed form with all required information for submitting the NG employee nominated by their respective Governor for a military technician (dual status) assignment or appointment to serve as TAG or the CG. The OF 69, or locally developed form, must be signed by the Governor. OPM provides a job aid for developing required information through the link at reference g.

2. Form Requirements. Many sections in OPM OF 69 are self-explanatory; however, coordination and details may vary for Intergovernmental Personnel Assignment agreements. 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 military technician (dual status) on an NG IPA agreement is still a Federal employee and personnel actions that would apply to a Federal employee or 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 assigning 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 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 military technician (dual status) position. A military technician (dual status) 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 military technician (dual status) or Federal 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, including employee pay, supplemental pay, and 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 10 -- The NG IPA agreement does not exempt a military technician (dual status) from Federal conflict-of-interest statutes when assigned as TAG or the CG. The military technician (dual status) is subject to the Federal statutory and regulatory provisions which govern ethical and other standards of conduct, conflicts of interest, suitability, security, limitations on political activity, and applicable State and local government statutory and regulatory provisions. Per reference h, The Federal Tort Claims Act applies when employees are assigned to State or local governments. Note in the agreement that the military technician (dual status) was informed and provided a copy of such regulations.

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

h. 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 TAG or CG 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 TAG or CG in a military capacity). A military technician (dual status) 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. Reimbursing travel, relocation, and per diem expenses is allowed only if the military technician (dual status) agrees, in writing, to serve the entire period of their assignment or one year, whichever is shorter,

or 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 military technician (dual status) as a debt due to the United States. If the military technician (dual status) fails to complete the required period, they must repay all travel and transportation expenses described in the agreement.

3. Return Requirement. 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 7.i below. Military technicians upon return to their civilian position must maintain compatible military assignments or be separated IAW reference d.

4. Duty Requirement. 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.

5. Termination of an IPA. 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.

6. Processing Timelines.

a. Allow 30 days to process requests for military technician (dual status) nominations to serve under an NG IPA agreement. NG IPA nominee agreements will be submitted electronically to: <ng.ncr.ngb-arng.mbx.ngb-tns-inbox@army.mil>.

b. 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>.

7. Administration. The following apply to employee administration under an NG IPA assignment:

a. The State organization policies will determine the military technician (dual status) workweek, hours of duty, and holidays to which they are entitled.

b. A military technician (dual status) 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. A military technician (dual status) 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 military technician (dual status) must continue to pay their share of premiums through the Federal agency. As part of the written NG IPA agreement, the HRO must provide military technician (dual status) with specific information about how, when, and where payments are to be submitted. The HRO must also inform the technician of 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 a military technician (dual status) 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 military technician (dual status) 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 to reflect that the military technician (dual status) 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 military technician (dual status) Federal position, the basic pay of the Federal position constitutes the maximum salary that may be considered for retirement purposes. If the military technician (dual status) elects not to pay the current contributions, they will receive "service credit" for LWOP not to exceed six months in a calendar year. A military technician (dual status) who elects not to pay their retirement contributions cannot pay contributions retroactively.

e. Federal employees are ineligible to receive awards for contributions and suggestions related to their work on NG IPA assignments.

f. The NG may make an exception to reduction in forces procedures when necessary to retain a military technician (dual status) 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 the completion of the NG IPA assignment, the State NG must return the military technician (dual status) 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 military technician (dual status), 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 military technician (dual status) 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.

ENCLOSURE D

REFERENCES

- a. Chief of the National Guard Bureau Instruction 1400.25A, 11 May 2020, "National Guard Technician and Civilian Personnel"
- b. Assistant Secretary of Defense, Manpower and Reserve Affairs, and Logistics, April 1978, "Policy Concerning Intergovernmental Personnel Act of 1970 (IPA) and National Guard Bureau"
- c. Title 10 United States Code, Section 10508, "National Guard Bureau, General Provisions"
- d. Title 32 United States Code, Section 709, "Technicians: Employment, Use, Status"
- e. Code of Federal Regulations, Title 5, Chapter I, Subpart B, Part 334, "Temporary Assignments Under the Intergovernmental Personnel Act"
- f. Office of Personnel Management Optional Form OF 69, <https://www.opm.gov/forms/pdf_fill/of69.pdf>, accessed 28 May 2026
- g. Office of Personnel Management Intergovernmental Personnel Act website <<https://www.opm.gov/policy-data-oversight/hiring-information/intergovernment-personnel-act/>>, accessed 28 May 2026
- h. Title 5 United States Code, Part III, Subpart B, Chapter 33, Subchapter VI, "Assignments to and from States"

GLOSSARY

PART I. ACRONYMS

CG	Commanding General of the District of Columbia
HRO	Human Resources Officer
IAW	In accordance with
IPA	Intergovernmental Personnel Act
LWOP	Leave without pay
NG	National Guard
NGB	National Guard Bureau
NGB-J1	National Guard Bureau Manpower and Personnel Directorate
NGB-J1-P	National Guard Bureau Manpower and Personnel Technician and Civilian Personnel Policy Division
OF	Optional Form
OPM	Office of Personnel Management
TAG	The Adjutant General

PART II. DEFINITIONS

(The following terms and definitions apply to this volume only.)

Conditions of Employment -- Matters that define the essential aspects of the employment relationship. The duty to bargain is limited to the mandatorily negotiable conditions of employment of bargaining unit employees.

Excepted Service -- The excepted service consists of those civil service positions which are not in the competitive service or the Senior Executive Service.

Military technician (dual status) -- A Service member of the National Guard of the jurisdiction concerned; holds the military grade specified by the Secretary concerned for that position; and while performing duties as a military technician (dual status), wears the uniform appropriate for the Service member's grade and component of the armed forces.

National Guard Employees -- Individuals employed as Title 32 military technician (dual status) excepted service employees and Title 5 National Guard excepted or competitive service employees within the 54 States, Territories, and District of Columbia.

States -- The States, Territories, and the District of Columbia.

Tenure Group -- Categories in which excepted service employees are grouped based on employment status for reduction in force purposes.