

Classification

**MEMORANDUM OF AGREEMENT
between the**

[Name of Employing Element]

and the

[Name of Gaining Element]

on

[Employee Name and/or Unique Identifier]

for a

**JOINT INTELLIGENCE COMMUNITY DUTY
ASSIGNMENT ROTATION**

I. (U) REFERENCES AND AUTHORITIES:

- A. (U) The National Security Act of 1947, as amended
- B. (U) The Intelligence Reform and Terrorism Prevention Act of 2004
- C. (U) Executive Order 12333, as amended
- D. (U) Executive Order 13355, as amended
- E. (U) Intelligence Community Directive 601, Human Capital Joint Intelligence Community Duty Assignments, effective May 16, 2006
- F. (U) Intelligence Community Policy Guidance 601.01, Intelligence Community Civilian Joint Duty Program Implementing Instructions, effective June 25, 2007
- G. The Economy Act, 31 U.S.C. section 1535, as amended (if reimbursable)
- H. (U) Other Departmental/Agency regulations:

[Insert relevant Departmental/Agency regulations]

II. (U) PURPOSE:

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

- reimbursable
- non-reimbursable

Joint Intelligence Community 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 future IC leaders with a broader perspective on issues facing the IC.

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III. (U) GENERAL INFORMATION:

- A. Employing Element:
- B. Gaining Element:
- C. Employee (and/or Unique Identifier):
- D. Start Date of JDA:
- E. Not to Exceed Date of JDA:
[Note: If this is a non-reimbursable JDA the length of the JDA generally should not exceed 12 months.]
- F. This JDA may be extended for _____ upon written mutual consent of the employing and gaining element.
- 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:

IV. (U) EMPLOYING ELEMENT ROLES AND RESPONSIBILITIES:

- A. (U) General:
 - a. Out-process and in-process employee
 - b. Brief employee selected for a JDA on the contents of this MoA 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

- B. (U) 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 this is a 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 Inter-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. (U) 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. (U) 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 that support employing element using employing element policies and procedures, unless otherwise agreed to by gaining element
- E. (U) Training and Reintegration:
- a. Fund employee training that is in support of employing element, unless otherwise agreed to by 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. (U) GAINING ELEMENT ROLES AND RESPONSIBILITIES:

- A. (U) 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. (U) 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 Inter-governmental Payment Collections System as appropriate, including bonuses referenced in section IV(B).
 - 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

- C. (U) 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. (U) 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. Generally, using gaining element policies and procedures, fund Permanent/Temporary Change of Station costs that support this JDA unless otherwise agreed to by employing element
- d. Fund employee training in support of JDA

E. (U) Performance Expectations and Evaluations:

- a. Complete performance expectations and evaluations in consultation with the employee's gaining 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. (U) IMPLEMENTATION, TERMINATION AND REASSIGNMENT:

This MoA is effective upon signature of all parties to the MoA and remains in effect until the end date of the JDA or until this MoA 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 or detail the employee to any other position or agency without the prior written consent of the employing element.

VII. (U) LEGAL EFFECT AND SEVERABILITY:

This MoA 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 MoA is intended to conflict with current laws or regulations of the participating agencies. If a provision of this MoA is inconsistent with such authority, then that provision shall be invalid. The illegality or invalidity of any provision of this MoA shall not impair, affect, or invalidate the other provisions of this MoA.

This MoA is subject to availability of funds.

VIII. (U) 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				

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IX. (U) SIGNATURES:

[Authorized Employing
Element Official's Printed
Name and Title]

[Authorized Employing
Element Official's
Signature]

Date

[Authorized Gaining
Element Official's Printed
Name and Title]

[Authorized Gaining
Element Official's
Signature]

Date

By signing below, I acknowledge my receipt of this MoA.

[Employee's Printed Name]

[Employee's Signature]

Date

Distribution:

[List to whom distributed (name and title) and number of copies given]

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

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