

DEPARTMENT OF DEFENSE
NATIONAL DEFENSE UNIVERSITY
WASHINGTON, DC 20319-6000

NDU REGULATION 690-4

September 1, 2010

Personnel-Civilian
Employment Under 10 USC §1595 & DoDI 1402.06

1. Purpose and Applicability. This regulation establishes policies and procedures for employment and compensation of civilian faculty employed under the authority of 10 U.S.C. §1595 (Title 10 employees) at the National Defense University (NDU).

2. References. References are listed in Appendix A.

3. Background. Under 10 U.S.C. §1595, the Secretary of Defense (SECDEF) may employ and prescribe compensation for civilian faculty members at NDU. The SECDEF and the Chairman, Joint Chiefs of Staff have delegated this authority to the NDU President (NDU-P).

4. Policies.

a. NDU shall employ as many civilian faculty in support of NDU's education mission under the provisions of this regulation as the NDU-P directs. The term "civilian faculty" as used throughout this regulation is defined in DoDI 1402.06 and covers all the positions described herein.

b. NDU personnel will comply with DOD merit selection principles and equal employment opportunity policies in implementing this regulation.

c. NDU-P has the sole authority to grant exceptions to this regulation.

5. Responsibilities.

a. NDU-P has discretionary authority under Title 10 to take appropriate personnel actions to support the mission of NDU, including non-competitive appointments. NDU-P establishes the NDU Title 10 Employee Compensation Schedule. NDU-P approves pay ranges and compensation for salary negotiations with Title 10 nominees, and approves or disapproves Component Head recommendations for hiring, promotions, and pay level increases and decreases for Title 10 employees. NDU-P is the sole approval authority for recommendations by Component Heads for involuntary termination and non-renewal. NDU-P may delegate authority under this Regulation to the Component Heads via a by-name delegation letter (see Appendix B). Any such delegation may not be further delegated.

b. The Council of Academic Deans advises the Component Heads and the NDU-P in implementing this regulation. It also periodically reviews this regulation and recommends changes to the NDU-P.

c. The Resource Management Directorate (RMD) administers the financial and fiscal procedures necessary to implement this regulation. The responsibilities include executing, as required, inter-service support agreements with appropriate agencies. The Director, RMD prepares and publishes the Title 10 Employee Compensation Schedules upon approval of NDU-P.

d. The Chief of Staff approves recommendations for personnel actions consistent with this regulation as delegated by the NDU-P.

e. The Office of the General Counsel reviews personnel actions to assure their compliance with legal aspects of this regulation.

f. The Director, HRD advises Component Heads with regard to all aspects of the management of human capital resources; provides training, guidance, and oversight of personnel practices; and administers the personnel action procedures necessary to implement this regulation.

g. The Vice President for Academic Affairs, in consultation with the Component Heads, assures academic values, standards, and policies are implemented fairly and consistently across the university, and coordinates relevant personnel actions for instructional and administrative faculty.

h. The Vice President for Research and Applied Learning, in consultation with Component Heads, assures academic values, standards, and policies are implemented fairly and consistently across the university, and coordinates relevant personnel actions for research faculty.

6. Academic Positions and Qualifications. NDU has three categories of Title 10 civilian faculty: instructional, research, and administrative. The primary responsibility of instructional faculty is teaching; the primary responsibility of research faculty is scholarship and research; and the primary responsibility of academic administrators is to enhance, manage, and lead the academic enterprise.

a. Instructional Faculty.

(1) Instructor.

An Instructor is an individual who possesses a bachelor's degree (master's degree preferred) from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline, and has relevant professional expertise or experience. Experience teaching, or documented excellence in teaching, outreach, scholarship/research, or professional contributions or impact is preferred.

(2) Assistant Professor.

An Assistant Professor is an individual who possesses a master's degree (a doctorate or other terminal degree preferred) from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline or field, and has relevant professional expertise or experience, and documented evidence of:

- promise in teaching (demonstrated aptitude for teaching with some experience preferred, some knowledge of best practices, and commitment to lifelong learning);
- promise in scholarship (demonstrated scholarly aptitude, with some experience preferred); and
- promise in outreach (demonstrated aptitude in collaboration across institutional boundaries).

(3) Associate Professor.

An Associate Professor is an individual who possesses a doctoral degree or equivalent terminal degree from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline or field, and documented excellence in:

- full-time teaching for at least five years at a regionally accredited university (sustained record of teaching excellence, documented course development, success in student mentoring and advisement, and on-going professional development in teaching),
- scholarship (sustained record of scholarship, participation in scholarly and professional activities, and ability to leverage scholarship to enhance teaching), and
- outreach (record of successful efforts to build peer relationships and productive ties with partners, and initiation of broader efforts that contribute to national security).

(4) Professor.

A Professor is an individual who possesses an earned doctorate or equivalent terminal degree from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline, and documented excellence in:

- full-time teaching (sustained record of excellence and contributions to the curriculum) for at least seven years at a regionally accredited university,

- scholarship (sustained record of excellence and leadership of scholarship among peers, and external recognition of excellence), and

- outreach (sustained record of advancement of institutional partnerships, relationships that leverage cross-component mission success, and networks of influence that contribute to national security).

(5) Distinguished Professor.

A Distinguished Professor is a senior academic from NDU or other academic institution who has excelled to a level of exemplary and sustained pre-eminence in teaching, scholarship, and outreach.

(6) Professor of Practice.

A Professor of Practice is an outstanding practitioner in defense, government, or the private sector with an outstanding record of at least ten years of public service, professional achievements, specialized certifications, and/or regional, national, or international prominence. He or she must have earned a master's degree, and may or may not have an earned doctorate from a regionally accredited institution of higher education (or international equivalent). The Professor of Practice must have valuable expertise, knowledge, outreach, and contributions that add value to critical components of the curriculum of NDU.

(7) Distinguished Professor of Practice.

A Distinguished Professor of Practice is an individual with distinctive contributions to the nation (for example: former ambassadors, retired general and flag officers, or senior government officials). He or she may, or may not, meet the traditional academic requirements but is deserving of this title because of outstanding professional accomplishments.

(8) Special Instructional Faculty.

NDU may employ special faculty members from Instructor through Professor/Professor of Practice who are experts in their fields. NDU may employ these special faculty members in either a full-time, part-time, or intermittent capacity for a specified period of time with or without competition through appropriate personnel or other administrative procedures.

(a) Visiting Faculty.

Visiting Faculty may be employed for up to 13-month terms without competition, and may be considered for one additional term (not to exceed 26 months).

(b) Adjunct Faculty Members.

Adjunct faculty members are part-time (fewer than 64 hours per pay period) faculty members who may be employed by components without competition.

(9) Faculty in Supervisory Roles.

When faculty members serve in the roles of department chairs or similar leadership positions, they must have revised position descriptions, and may receive a retroactive, annual stipend determined by the component within budgetary considerations and/or reassignment of teaching duties as appropriate during the term of service.

b. Research Faculty.

(1) Research Analyst.

A Research Analyst supports the work of more senior researchers. General qualifications for appointment are an earned Bachelor's or Master's degree from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline.

(2) Research Fellow.

A Research Fellow is an individual who possesses at a minimum a master's degree (a doctorate or other terminal degree preferred) from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline or field and professional experience (normally three or more years) relevant to the mission of the component. Additional requirements include promise in research (demonstrated ability to conduct independent research and writing) and outreach (demonstrated aptitude in collaboration across institutional boundaries).

(3) Senior Research Fellow.

A Senior Research Fellow is an individual with at least 10 years of professional experience and ideally an earned doctoral degree from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline who has either: (1) a record of high quality scholarly research; or (2) has held senior positions in government or the private sector as a leading practitioner with proven analytic skills.

4) Distinguished Research Fellow.

A Distinguished Research Fellow is an individual with at least 20 years of accomplishments as a highly productive, nationally or internationally-known scholar or practitioner who is regarded as a distinguished leader in his/her field.

(5) Special Research Faculty.

NDU may employ these special research faculty members in either a full-time, part-time, or intermittent capacity for a specified period of time with or without competition through appropriate personnel or other administrative procedures.

(a) Visiting Faculty.

Visiting Research Faculty may be employed for up to 13-month terms without competition, and may be considered for one additional term (not to exceed 26 months).

(b) Adjunct Research Faculty Members.

Adjunct faculty members are part-time (fewer than 64 hours per pay period) faculty members who may be employed by components without competition.

c. Academic Administrators.

(1) Academic Specialists.

Academic specialists are individuals with appropriate academic credentials and roles that enhance the teaching and learning process of a higher education institution. Academic Specialists serve in such roles as librarian, registrar, instructional designer, and academic project manager. Academic Specialists are not afforded academic title and are designated as staff in University databases.

(2) Deans.

(a) Assistant / Associate Dean of Students and Administration or Equivalent.

An Assistant or Associate Dean of Students and Administration is an individual with at least a master's degree in a relevant discipline with a record of service in the field; successful record of leadership achievement; and success in supervising and managing academic programs and organizations. Experience in either the Federal Government or a national security-related institution or industry is preferred. Ability to teach and/or conduct scholarly research or otherwise represent the university in public is desirable. The Associate Dean may have line responsibilities that include acting in the absence of the Dean.

(b) Dean of Students / Administration or Equivalent.

Dean of Students/Administration or person with equivalent responsibilities is an individual with at least a master's degree. Progressive administrative experience at an academic institution is preferred. Incumbents must have a working knowledge of methods used to address both policy planning and resource management; and knowledge of the professional military education system and/or systems of higher education.

(c) Assistant / Associate Dean of Faculty and Academic Programs, Assistant / Associate Dean of Academic Affairs, or Equivalent.

An Assistant or Associate Dean of Faculty and Academic Programs, Assistant or Associate Dean of Academic Affairs, or person with equivalent responsibilities is an individual who has earned a doctoral degree (or other equivalent terminal degree) with progressive professional and academic experience in a relevant area. The individual has a record of excellence in teaching, scholarship and service contributions; experience in graduate-level education; and a demonstrated and successful record of leadership achievements, innovation and managerial skills. Experience as a department head or associate dean in an academic institution, as well as leadership experience in either Joint Professional Military Education, Federal government, or a national security-related institution or industry is valued. The Associate Dean may have line responsibilities that include acting in the absence of the Dean.

(d) Dean of Faculty and Academic Programs, Dean of Academic Affairs, or Equivalent.

A Dean of Faculty and Academic Programs, Academic Dean, or person with equivalent title is an individual who has earned a doctoral degree (or other equivalent terminal professional degree) with progressive professional experience in a relevant area and should have a substantial record of excellence in teaching, continuing scholarship and service contributions within a given field of academic study; outstanding reputation as a teacher and recognition within the academic or research community; experience in graduate-level education; and a demonstrated and successful record of leadership achievements, innovation and managerial skills. Experience as a department head or associate dean in an academic institution, as well as leadership experience in Joint Professional Military Education, the Federal government, or a national security-related institution or industry is valued.

(3) Directors and Vice Presidents.

(a) Director, Deputy Director, or Equivalent.

A Director or Deputy Director or person with equivalent responsibilities must have an earned master's degree or equivalent specialized experience in a relevant discipline with a record of service in the field; successful record of leadership achievement; and success in organizational supervision and management. NDU also prefers experience in either the Federal Government or a national security related institution or industry.

(b) Senior Director, Vice President, or Equivalent.

A Senior Director, Vice President, or Equivalent is an individual who has at least an earned master's degree (doctoral degree or equivalent terminal or professional degree preferred; required for heads of academic components) from a regionally accredited institution of higher education (or international equivalent) in an appropriate discipline and has relevant academic and/or senior professional experience in a field relevant to the mission and responsibilities; an outstanding record of service in the organization's responsibilities; demonstrated ability to represent the university in public; and record of successful leadership and achievement in supervising and managing senior civilians and military personnel.

7. Terms of Employment.

a. Initial Appointment. Initial appointments, normally up to three years, begin with the first year as a probationary period. Probationary periods may be extended at the discretion of the NDU-P.

b. Renewal Terms. The first renewal of an appointment may not exceed three years, except as authorized by NDU-P. After the employee has served five consecutive years of successful employment, the Component Head may recommend the employee's subsequent appointment be for a period up to six years.

c. Non-consecutive Terms. When a former NDU Title 10 employee is reemployed after a break in Title 10 employment of more than 30 days, it is considered a new, non-consecutive term and is an "initial appointment" as defined in paragraph 7.a above. If the break in Title 10 employment does not exceed 30 days, the new appointment is considered a consecutive term.

8. Procedures for Establishing New Positions for Regular Faculty. The Component Head will obtain the NDU-P's approval for initiating a hiring action to fill new Title 10 positions. The Component Head wishing to establish a new faculty position shall forward a Request for Personnel Action (RPA) under an NDU Form 8 cover sheet with a memorandum requesting the initiation of a hiring action through Director, HRD to: the Director, RMD for available funding; the Vice President for Academic Affairs or Vice President for Research and Applied Learning for a recommendation on academic title; to the GC for legal review, and to the NDU-P for decision. The memorandum will include the following information: (1) Title of position; (2) Specific duties

to be performed (Position Description); (3) Preferred academic title; (4) Anticipated duration of appointment; (5) Anticipated annual costs of appointment to include pay range and benefits; (6) Proposed position announcement with specific selection criteria. (7) A proposed list of publications in which to publish (credit card purchase by organization) the position announcement (Title 10 positions should be advertised in appropriate publications for the subject field of the position and include publications that should provide for workforce diversity); (8) A list of the names and mailing addresses of any persons identified for individual mailing; (9) Identification of the component point of contact; and (10) Proposed close out date for the receipt of applications.

9. Procedures for Filling Existing Faculty Positions. A Component Head who wishes to backfill an existing faculty position will submit a request to fill the position with a Request for Personnel Action (RPA) through RMD and HRD. The request will include the information requested in paragraph 8. above, plus the name and salary of previous incumbent of the position.

10. Processing of Applications. Applications will be received and reviewed by the HRD. After the announcement closes, a list of qualified applicants will be prepared and submitted to the component with copies of the applications received by the close out date. The HRD representative will review for Veteran's preference to the extent required by law and note on the referral list those applicants who are eligible to receive Veteran's preference.

11. Procedures for Selection and Requesting Approval of Faculty Hire.

a. The Component Head may appoint a panel to evaluate the applicants, interview and rank them, and recommend a nominee for selection. If interviews are to be conducted, the Component Head or his/her designee will provide specific criteria to the committee prior to the opening of the search to best match the needs of the component. Panels should include peers outside the component of NDU and may include panel members from other organizations within the United States Government. The Component Head may interview the best qualified applicants recommended by the panel.

b. Based on their academic and professional credentials, all full-time instructional and research faculty are evaluated on initial appointment to determine their appropriate academic title. NDU general guidance is that the process should include a panel of peers consisting of an odd number (minimum of 3) of qualified faculty members who will review the award of academic title. The academic title is recommended to the Component Head who forwards it to the Vice President for Academic Affairs or Vice President of Research and Applied Learning. If there is a disagreement about an academic title, the Component Head will be notified prior to forwarding to NDU-P for signature. Determination of salary is made separately from decisions regarding academic title.

c. The Component Head shall recommend a nominee to the NDU-P through the proper channels that is best qualified to fulfill the needs of NDU.

12. Initial Terms of Employment for Special Faculty.

a. The Component Head wishing to employ Special Instructional or Special Research Faculty under paragraphs 6.a(8) and 6.b(5), above shall forward a memorandum to the President requesting authority to hire. The memorandum will include the identity of the candidate and

his/her qualifications; the proposed academic title; a statement of proposed duties and responsibilities; the anticipated duration of the appointment including whether it will be full-time, intermittent, or part-time; the anticipated compensation level with accompanying justification and any additional costs or conditions of employment necessary to employ the candidate.

b. Upon approval by the NDU-P, follow the steps in paragraphs 11 (b) through (d) to complete the employment agreement.

13. Procedures for Reemployment/Reinstatement of Faculty. Employees who were previously hired by NDU as Title 10 employees may be reemployed without competition to a Title 10 position upon approval of the NDU-P on the recommendation for reemployment/reinstatement by a component. This action will result in a non-consecutive term of employment as discussed in paragraph 7.c. above.

14. Procedures for Consideration of Non-Renewal and Renewal of Terms of Employment.

a. No faculty member is entitled to renewal, and non-renewal at the expiration of an employment term is not an involuntary termination of employment. By fifteen months prior to the expiration of a Title 10 employee's current term of employment, the Component Head should consider the question of renewal using such internal procedures as are deemed fair and reasonable.

b. If the Component Head determines that he/she will not recommend renewal, he/she will forward the recommendation to the NDU-P for the final decision. Once a final decision is made by the NDU-P, the Title 10 employee will be notified in writing. It is preferred that an employee receive notification of non-renewal intent not less than one year prior to the "not to exceed" date of their current employment contract.

c. If the Component Head decides that he/she will recommend renewal and the Title 10 employee agrees, he/she will request approval for the renewal and provide the NDU staff and NDU-P with the following information:

- (1) Basis for the proposed renewal.
- (2) The employee's performance appraisals for the current term of employment.
- (3) Length of the proposed renewal term.
- (4) The employee's current pay and cost of benefits.
- (5) If the renewal will include a change in the employee's academic title (see Section 15 on promotion), the recommendation of the component peer review panel should be included in the renewal package.

d. Normally by thirteen months prior to the expiration of term, the Component Head will forward the renewal package through proper channels at NDU. If the NDU-P approves renewal, HRD will notify the organization and faculty member of the approval immediately (approximately one year before their current employment term ends), and will forward the renewal packet 30 days prior to the effective date to DFAS.

15. Procedures for Promotion of Instructional and Research Faculty.

a. Faculty at National Defense University may be considered for promotion in title at any time after their initial probationary period.

b. A promotion is a change in title. It may also entail a change in salary if requested by the component.

c. A faculty member may be considered for promotion when the individual meets the criteria of a more senior position/title as specified in paragraph 6.a-b above.

d. Evaluation of faculty for promotion should be based on performance as appropriate in (1) teaching, (2) scholarship/research, (3) service and outreach, and (4) leadership. Greater weight may be accorded to teaching for faculty in primarily teaching components, to scholarship for researchers at the research components, to service, outreach, and leadership for faculty with administrative responsibilities.

(1) *Teaching*: Excellence in teaching is central to the mission of the University and must be documented. Factors considered in assessing teaching performance may include: evidence of student learning, knowledge of the material; clarity of exposition; positive style of interaction with students; availability; innovation in curriculum or instruction; effective communication skills; and professionalism.

(2) *Scholarship/Research*: Faculty must provide complete and persuasive documentation of performance in this category. Factors considered in assessing scholarship may include the following: scholarly activity and productivity; impact, innovation and creativity; recognition in the field; ability to work effectively as part of a research team; effective communication with colleagues, staff and students; and professionalism.

(3) *Service and Outreach*: Service to the University and to the individual's component institution and outreach to the broader academic and policy communities constitute the third category by which faculty are evaluated. For junior faculty, service may include serving on component or University-wide committees. For senior faculty, service may include serving as a Department Chair or Dean or assuming a leadership role of a component or University-wide task force.

(4) *Leadership*: Leadership contributions to the component and the broader academic and policy communities constitute a fourth category by which faculty may be evaluated. While instructional and research faculty who serve as part-time administrators may be evaluated on their leadership, administrative faculty must demonstrate significant leadership as justification for their promotion.

e. Procedures for Promotion.

(1) Recommendation of a faculty member for promotion is made by the employee's supervisory chain to the Component Head.

(2) A panel of peers convened by the component will assess whether the individual meets the criteria for a more senior academic position as defined by paragraphs 6.a. and 6.b. The general guidance is that a panel should review the candidate's record with a focus on, but not limited to, academic title, degrees, teaching, scholarship, outreach, professional experiences and accomplishments.

(3) The Component Head shall forward to the NDU-P a Request for Personnel Action (RPA) with a memorandum requesting promotion through Director, HRD to the Director, RMD the Vice President for Academic Affairs or Vice President for Research and Applied Learning, and the GC for legal review. Requests for promotion should include the recommended title, requested pay increase (if any), new Position Description, memo from the review board, an official transcript (if the promotion is based on an increase in academic credentials), and any additional supporting documentation that should be considered.

16. Procedures for Appointment to, and Promotion within, Academic Administration

Positions. The NDU-P may approve appointments to academic administration positions upon the advice of the component at any time. A promotion may entail a change in title and/or in salary if requested by the component. If approved, the employee may serve in the new appointment any length of time until the end of their current employment contract. For example, if an employee had 14 months remaining on his/her appointment (term of employment), he/she could be assigned to an academic administration position for up to 14 months with an annual stipend. Renewal procedures will be followed for placement in either the former position or the current position with salary increase as determined by the NDU-P with the advice of the Component Head.

17. Compensation.

a. Pay Bands.

(1) The NDU-P sets the pay bands for Title 10 positions. The Director, RMD, publishes these determinations in the Faculty Compensation Schedule and reflects the locality rate for NDU locations.

(2) Pay Increases and Decreases. Component Heads may recommend pay adjustments through proper channels to the NDU-P. Component Heads must justify recommendations for pay increases by such factors as exceptional performance, a change of duties, or increase in responsibilities. No employee is entitled to a pay increase for any reason, including longevity. Component Heads must justify recommendations for pay decreases by such factors as budget restrictions, documented unsatisfactory performance, or a change of duties or decrease in responsibilities. The NDU-P approves or disapproves recommendations based upon the needs of NDU, available funds, and the employee's performance.

(3) Compensation Guidelines.

(a) Heads of organizations will annually receive a funding allocation along with guidance as to their discretionary authority to split the allocation between salary increases and cash bonuses.

(b) These allocations will be distributed to the large components (greater than 5 Title 10 employees) and a “command group” organization.

(c) Organizations may not increase or exceed the salary portion of their allocation without requesting NDU-P approval to modify their allocation. A new request must be submitted for each pay year in which the head of the organization believes there is justification for an increase. Any approved increase may require a budget baseline adjustment for the current and out-years.

(d) The payroll savings created by hiring a replacement employee with a lower compensation package than the former incumbent, may be applied towards the organization’s current civilian pay allocation, or may be deferred for new hiring actions within 6 months of the new hire start date.

(e) Any unused portion of the allocation identified for salary, other than that related to the hiring savings mentioned in subparagraph (d) immediately above, will be returned to the Resource Management Directorate not later than August 20 each year.

(f) Organizations are responsible for tracking their respective civilian pay allocation and hiring savings which must be coordinated with RMD monthly.

(g) Special procedures may apply to reimbursable organizations.

(h) Each fiscal year the NDU-P may exercise the discretionary authority to issue a Letter of Intent setting a percentage limit on base pay increases for that fiscal year.

b. Pay Setting.

(1) Pay Setting for New Title 10 Positions. For a position that is being created, the first-line supervisor will address the requirements of the position with the component or staff element personnel manager, and identify the type and level of work to be accomplished. Pay setting takes into account information about available funding; the position's level of responsibility and difficulty; academic credentials, experiential qualifications, and competency requirements; mission of the organization; and relationship to other positions or organizational levels. When possible, and there are positions with commensurate duties and responsibilities available within the component, the compensation level of those positions should

be used in setting the pay range for the new position to ensure fair and equitable treatment. If there are no comparable positions, the component or staff element personnel manager and the appropriate staffing specialist in the NDU Human Resources Directorate will cooperatively develop a recommended target base salary range appropriate for the work to be done and the marketplace. They will also determine the potential implications regarding the pool of eligible candidates that this salary range would qualify or eliminate. The Resource Management Directorate will verify the availability of funding before the position can be announced. When the hiring action is complete, the component or staff element's current, and out-year, budget baseline will be adjusted to reflect the new compensation package.

(2) Pay Setting When Hiring into Vacant Title 10 Positions. If the position has, or is being, vacated by an incumbent, the supervisor will determine whether the position description is current and meets all requirements, or needs to be updated. The salary range for the position is normally set 5% above that of the former incumbent upon agreement of the Component Head, RMD, HRD, and the NDU-P. When the hiring action is complete, the component or staff element's current, and out-year, budget baseline will be adjusted to reflect the new compensation package.

18. Benefits and Incentives.

a. Entitlement Benefits. Title 10 employees are entitled to the same non-pay employment benefits as Title 5 employees such as awards, health insurance, life insurance, accumulation of leave, and retirement benefits. They are also entitled to annual pay adjustments including locality pay if authorized by OPM and NDU-P.

b. Negotiated Incentives. Component Heads may negotiate other benefits as authorized by NDU-P. These may include recruitment, relocation, retention incentives, or constructive credit for leave, time off awards, or a modified work schedule. Any negotiated incentives must be specifically set out in the written statement of understanding in accordance with applicable regulations.

19. Termination of Employment.

a. Voluntary Resignations or Retirements. A Title 10 employee who elects to resign or retire prior to the expiration of his/her employment term should make every effort to provide the appropriate supervisor with written notice of the retirement or resignation six months prior to its effective date.

b. Terminations.

(1) Probationary Title 10 Employees. The first year of all initial appointments is a probationary period. Decisions to extend a probationary period are the sole discretion of the NDU-P. The decision on the continued employment of an employee during a probationary period can occur at any point during the first year and is a discretionary decision. NDU-P has final authority for all cases in which an

employee will be terminated. If the decision is made to terminate, the component will notify the employee in writing.

(2) Non-Probationary Title 10 Employees: The Component Head has the authority to recommend termination of the employment of Title 10 employees prior to the expiration of their employment terms for the following reasons:

(a) Change in mission, resources, workload or organizational changes, or other similar and compelling reasons that requires a change in the number of Title 10 civilian positions. Component Heads, with the concurrence of NDU-P, will decide which position(s) shall be abolished. If practicable and possible, at least six months notice of termination will be given to the individual(s) affected, but in no event will the notice be less than 60 days.

(b) Loss of Security Clearance. Any faculty member who for any reason fails to obtain and maintain a security clearance (if required) for his/her position will be terminated from that position.

(c) Termination for Cause: A Title 10 employee may be terminated for misconduct or unsatisfactory performance. A Component Head considering such termination must seek both GC and Director, HRD guidance and assistance prior to taking action. Proposed termination actions will be initiated by the Component Head by providing a "Notice of Proposed Termination" to the employee in writing setting forth the grounds for the proposed termination. The employee will be given at least 30 days notice to respond to the proposed termination. After consideration of the employee's response, the Component Head will make a recommendation through proper channels to the NDU-P. NDU-P is the final authority in all termination cases. This includes those that may require terminating a Component Head or a Vice President.

20. Performance Evaluations and Awards.

a. Performance evaluations. NDU will use the appropriate Senior System Appraisal forms and procedures as directed by the HRD to evaluate Title 10 employees. Standard civilian personnel instructions concerning performance evaluation policies and procedures may be used for information and guidance, but they are not binding on NDU. Unless the Component Head directs otherwise, the immediate supervisor of a Title 10 employee is his/her rater and the next higher supervisor is his/her senior rater. If an employee objects to the content of an evaluation, he/she may initiate a grievance pursuant to reference A-5.

b. Awards. Title 10 employees who have achieved unique or exceptional performance during an annual rating period may receive a cash award, a time-off award, or an appropriate incremental salary increase. Title 10 employees are also eligible for an incentive or honorary award.

21. Professional Development.

a. General. Within available resources, NDU supports the professional development of its Title 10 employees, for the benefit of the organization and the individual. Title 10 employees are responsible for remaining current in their areas of responsibility and should work with their supervisors to develop Individual Development Plans (IDPs) to document professional development needs and goals. At a minimum, Title 10 employees and their supervisors will update these IDPs annually in conjunction with the Title 10 employee's performance evaluation.

b. Training and Conference Attendance. NDU components support short term training and professional development activities within available component budget resources. Components establish annual professional development budgets based upon organizational requirements, employee IDPs, and allocated component budget resources. Title 10 employees may attend conferences in a funded temporary duty (TDY) status or in an unfunded permissive temporary duty (PTDY) status.

c. Sabbatical.

(1) Policy: Sabbaticals serve two purposes: first, a sabbatical provides a Title 10 faculty member with the opportunity to engage in significant research or professional development activities that would not otherwise be possible while maintaining a regular workload. Second, sabbaticals afford NDU the opportunity to have its faculty develop new areas of expertise or to conduct scholarly activity of particular benefit to the University. No Title 10 employee is entitled to a paid sabbatical leave and denial of such does not constitute a basis for grievance.

(2) Application: Title 10 employees may request a sabbatical with pay and benefits by submitting a proposal through component channels to the Component Head. The application will describe in detail the purpose of the sabbatical, the length of the sabbatical, any associated costs or approvals needed, the deliverable to be produced during the period of the sabbatical, and the specific manner in which the sabbatical will benefit the component. Applications for a sabbatical should be submitted at least 9 months prior to the start of the sabbatical period to allow time for processing and internal component adjustments necessary to accommodate the sabbatical. A template for a Sabbatical Recommendation is in Appendix C.

(3) Approval: A recommendation for sabbatical must be staffed with NDU-HRD, NDU-AA, NDU-RMD, and NDU-GC prior to approval by Component Head who may in his/her sole discretion, authorize a full time Title 10 employee to take a sabbatical with pay when it would significantly contribute to the improvement of the educational mission of the component.

(4) Sabbatical and Length of Contract: An employee exercising an approved sabbatical must sign a service agreement equal to two times the length of the sabbatical. If the Title 10 employee's current term of employment will expire before the end of the Service Agreement, the Component shall process a renewal of appointment action at the same time as the request for approval of the sabbatical.

The NDU-P is the approval authority for Service Agreements that extend beyond the end of the current contract period.

(5) Resource Management: Components support sabbaticals within existing budget and personnel authorizations. Components do not receive supplemental funding to support personnel or contract support to backfill for Title 10 employees on sabbatical. Components may support authorized costs associated with a sabbatical from within existing component budget allocations.

(6) Eligibility: Title 10 employees may be eligible for a sabbatical after completing at least six years of full-time teaching or research as an NDU civilian employee.

(7) Length of Sabbatical: A full-time, paid sabbatical may last up to one year.

(8) Service Agreement: As a condition of accepting a paid sabbatical, a Title 10 employee must agree to return to his/her normal duties at NDU for a period of time equal to two times the length of the sabbatical following the sabbatical and to any extension of his/her term of employment necessary to accomplish this. Failure to return may require the Title 10 employee to compensate the government for all salary and benefits received during the period of the sabbatical. The existence of this Service Agreement does not entitle the Title 10 employee to any extension of the current contract of employment. NDU may in its sole discretion exercise its right to extend the term of employment to cover the period of the Service Agreement. In the event that NDU does not extend the term of the contract, NDU shall waive the unfulfilled portion of the Service Agreement. A template for a Service Agreement is in Appendix D.

(9) Pay and Benefits and Joint Ethics Regulation. A Title 10 employee on a full-time paid sabbatical remains an employee of the Department of Defense and NDU and continues to receive salary and benefits and remains subject to the Joint Ethics Regulation. The Title 10 employee may not undertake full-time compensatory employment outside the University. Title 10 employees on paid sabbatical leave remain subject to all statutes and regulations that govern their conduct if on annual leave.

(10) Intellectual Property Rights: Title 10 employees may not copyright or be compensated in any form for books, articles, software or other form of intellectual property created during, or as a result of the activities undertaken on the paid sabbatical.

d. Faculty Exchanges and Operational Deployments More than 60 Days in Length

(1) A faculty exchange for more than 60 days, self-initiated by the employee, and fitting the description in the sabbatical section immediately above as an opportunity for faculty development, must meet all of the criteria in that paragraph.

(2) An operational deployment or other form of detailed service within the U.S. Government for more than 60 days, initiated by an outside request for a faculty exchange associated with a bi- or multi-lateral Memorandum of Agreement or the operational request of a combatant commander or request from a U.S. Government agency or department, may be approved at any time within an employee's period of employment. These exchanges or deployments may occur in response to a demand for the specific skill or knowledge set of the selected faculty member rather than their desire for a faculty development opportunity; therefore, need not meet all of the criteria of a sabbatical.

e. Tuition Funding for Learning and Development

(1) Policy. The policy for Employee Learning and Development is set forth here unless superseded by NDU Regulation 621-5.

(2) Training and Non-credit Courses: This policy does not pertain to those learning events, courses, or conferences that would best be described as training pertinent to the improvement or refinement of an employees' job skills as they relate to the current assignment at NDU. Funding for appropriate conferences, training events, and non-credit bearing courses comes from component operational funds.

(3) Learning and Development: "Learning and development" is limited to educational activities at accredited colleges or universities for which the employee receives credit on an official transcript from the institution.

(4) Funding for Learning and Development: Learning and Development courses may, but do not necessarily, lead to the award of a degree. Component Heads may spend their own allocated funds for Learning and Development as they determine appropriate and necessary to accomplish their respective missions.

(5) Criteria and Limitations: Approval of funding for one course does not create an entitlement to continued approval of additional courses. All education under this regulation is to be accomplished in an off-duty status. NDU personnel approved for education must attend and successfully complete all courses for which NDU has obligated funds with a grade of B or higher. Personnel who withdraw, are dismissed for misconduct, or fail to satisfactorily complete approved courses may be required to reimburse the Government for the cost of the tuition paid. Approved funding for employee off-duty Learning and Development will not exceed two courses in a semester or four courses in a calendar year per employee.

(6) Application Procedures.

(a) Requests for Learning and Development courses shall include the name of the educational institution; identify the course(s) or degree program requested; state the current rates of tuition and expected expenses, including books and fees; and include a statement of educational benefit being pursued.

(b) The Title 10 employee's immediate supervisor is responsible for the initial screening for all education requests. The supervisor shall validate the request based on the applicant's position description and/or individual development plan. The supervisor shall forward all requests through the components to the Component Head for approval.

(c) Requests for payment of Learning and Development tuition shall be recommended by the employee's supervisory chain to the Component Head for approval.

(d) Approval of education is on a course-by-course basis. Approval of any one course does not obligate NDU to any future funding of courses or completion of any degree program. Applicants are encouraged to request approval two months in advance for desired coursework or as class schedules become available.

(7) Service Agreements.

(a) Title 10 Faculty members seeking tuition assistance for Learning and Development courses must agree to sign a Continued Service Agreement (OPM Standard Form 182).

(b) Typically the length of a Service Agreement for one course is 12 calendar months starting the day after the course ends. In the case of an individual receiving funding for multiple courses in a semester or term, Service Agreements run concurrently, not consecutively. The terms of the Continued Service Agreement are within the sole discretion of the Component Head and the existence of the Continued Service Agreement does not create an entitlement for continued employment at NDU. The NDU-P signs the Continued Service Agreement if it extends beyond the end of the employee's term of appointment.

f. Inter-Governmental Personnel Act.

(1) Policy: The Intergovernmental Personnel Act (IPA) Mobility Program provides for the temporary assignment of personnel between the Federal Government and state and local governments, colleges and universities, Indian tribal governments, federally funded research and development centers, and other eligible organizations. Assignments to or from eligible organizations are intended to facilitate cooperation between the Federal Government and the non-Federal entity through the temporary assignment of skilled personnel. These assignments allow civilian employees of Federal agencies to serve with eligible non-Federal organizations for a limited period without loss of employee rights and benefits. The legal authority for assignments under the Intergovernmental Personnel Act is 5 USC sections 3371 through 3375. The regulations are found in Code of Federal Regulations (CFR), part 5, chapter 334.

(2) Objectives: The Intergovernmental Personnel Act mobility program seeks to facilitate the movement of employees, for short periods of time, when this movement serves a sound public purpose. Mobility assignments may be used to achieve objectives such as:

- (a) Strengthening the management capabilities of Federal agencies, State, local and Indian tribal governments, and other eligible organizations;
- (b) Assisting the transfer and use of new technologies and approaches to solving governmental problems;
- (c) Facilitating an effective means of involving state and local officials in developing and implementing Federal policies and programs; and, providing program and developmental experience which will enhance the assignee's performance in his/her regular job.

(3) Eligibility: Component Heads may authorize Title 10 Faculty members to participate in IPA programs. Participation requires a written agreement with the other federal or federal partner organization. All IPA agreements must be staffed through NDU-HR, NDU-AA, NDU-RM and NDU-GC. The signature of the NDU Chief of Staff is required on an IPA agreement.

22. Administrative Grievance Procedures. The DOD Administrative Grievance System (AGS) DoD 1400.25-M applies to Title 10 employees. An employee must follow the problem solving procedures of SC771.4.6.1 of the AGS as a prerequisite to filing a formal grievance under SC771.4.6.2. The Component Head/ is the "designated deciding official" unless the Component Head is the "immediate supervisor." The next level supervisor is the deciding official.

23. Personnel Accountability. The varied duties of NDU faculty often require extended workdays combined with relatively flexible work schedules. Work requirements may include both day and evening activities. Therefore, adherence to fixed hours of duty is not always appropriate. Some work, such as evaluations and writing may be most effectively done away from the component or directorate. At the same time, Title 10 faculty members must ensure that they are at NDU to meet responsibilities for teaching, scholarship/research, and administrative obligations. They also must keep their component informed of their location while they are performing work away from their normal place of duty. All Title 10 faculty members requesting absence from duty must submit the appropriate request for leave or compensatory time.

b. Full-time Title 10 faculty members are expected to work 80 hours during each biweekly pay period with exceptions noted as they occur. Title 10 faculty members are therefore responsible for meeting their assigned teaching, scholarship/research, or administrative obligations during the 80 hours of work for which they are credited in each biweekly period. Title 10 faculty members requesting less than 80 hours of duty responsibilities in each biweekly period should request annual or sick leave or utilize accumulated compensatory time. Consistent with the NDU

mission, components may document Title 10 faculty members as performing work hours if they are preparing for class, preparing evaluations and assessments, conducting scholarly research and writing, outreach, and administrative responsibilities. Title 10 employees may be allowed to telecommute with component approval if an appropriate NDU agreement document is in place.

24. Proponent. The proponent of this regulation is NDU-AA in coordination with NDU-GC.

BY ORDER OF THE PRESIDENT:



A. E. Rondeau
Vice Admiral, U.S. Navy
President

DISTRIBUTION:

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Senior Vice President, NDU
Vice President for Academic Affairs/VP-AA, NDU
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Senior Director, CAPSTONE
Senior Director, INSEL
Senior Director, CCO
Senior Director, NEC
Senior Director, SDCFP
Director, CHDS
Director, NESA
Director, ACSS
Director, HRD
Director, RMD
Director, Operations

Appendix A: References

A-1. 10 U.S.C. § 1595.

A-2. Civilian Faculty in Department of Defense (DoD) Post-Secondary Educational Institutions
DoDI 1402.06

A-3. Secretary of Defense Memorandum, 23 April 1990, "Delegation of Title 10 Authority."

A-4. Chairman of the Joint Chiefs of Staff Memorandum, 11 May 1990, "Redelegation of
Title 10 Hiring Authority."

A-5. Principal Director of Civilian Personnel Policy, Department of Defense (DOD),
Memorandum, 18 March 1994, "DOD Administrative Grievance System (AGS)."

A-6. Department of Defense (DOD) 5500.7-R, Joint Ethics Regulation (JER) (30 Aug 93).

A-7. Chairman of the Joint Chiefs of Staff Instruction, CJCSI 1801.01A (1 January 2008).

Appendix B: Delegated Title 10 Hiring Authority – Example Memorandum

Memorandum Letterhead:

NDU-P

Month, DD, 20YR

MEMORANDUM THRU DIRECTOR OF HUMAN RESOURCES, NATIONAL DEFENSE
UNIVERSITY

FOR (FULL NAME), COMMANDANT/SENIOR DIRECTOR, (NAME OF COMPONENT)

SUBJECT: Delegation of Title 10 Authorities

I hereby delegate limited Title 10 authority to you while you are assigned as Commandant/
Senior Director for (name of organization). You may not further delegate this authority. The
following Title 10 authorities are hereby delegated to you:

Any questions regarding your authorities under this delegation should be addressed to the
General Counsel.

President
National Defense University

Appendix C: Sabbatical Recommendation Template

COMPONENT- _____

MEMORANDUM THRU DEPARTMENT CHAIR

_____ DEPARTMENT

TO DEAN OF FACULTY

FOR COMPONENT HEAD

SUBJECT: Component _____
(AY Year)

Under the provisions of NDU Regulation 690-4, para. 15, I request a sabbatical starting on: _____ and ending on _____. I understand that pay for the sabbatical period, if approved, will be partial/full pay for the period of time of the sabbatical. The maximum period of time for a sabbatical is twelve months.

I have met the length of service guidelines in NDU Regulation 690-4. My initial date of appointment or the end of my last sabbatical (whichever is most recent) was:

_____.

I understand that, if my sabbatical request is approved, that I will incur a _____ month service commitment upon the completion of the sabbatical. I further understand that if the period of the Service Agreement extends beyond the end of my current Title 10 contract, that a Renewal of Appointment action must accompany the final sabbatical Application to NDU-P and that both must be approved. The Service Agreement is attached.

The proposed location of my sabbatical is: _____.
(Home, Office, City?)

I propose the following academic and professional development activities for the time period of my sabbatical:

_____.

The following non-NDU approvals are necessary for this proposed sabbatical. I have received all required external approvals or will have all required approval no later than:

_____.

Proposed deliverable at end of sabbatical period:

I agree to provide a copy of the finished product to the Component Head no later than 2 months after the end of the Sabbatical period or as agreed upon by the Component Head. I agree to provide regular interim status reports on the status of my deliverable, as appropriate, beginning 2 months after the start of the Sabbatical period.

I understand that the government owns the intellectual property to any work product that I may create during this Sabbatical. Furthermore, I understand that I may not copyright or receive royalties for any work product that I may create during the Sabbatical.

Statement of relationship of sabbatical and deliverable to enhancement of the component mission:

Identify all teaching and other responsibilities during _____ for which a backfill is needed: _____
(AY Year)

Other relevant information:

Faculty Member Requesting Sabbatical

APPROVED BY:

Component Head

President, NDU

Date

Date

Appendix D: Service Agreement Template

**Service Agreement Between the
National Defense University
and**

1. Introduction

This Service agreement is an employment agreement between the National Defense University (NDU) and _____ . In consideration of NDU granting _____ paid sabbatical leave for a _____-month period beginning _____ 20____ and ending _____ 20____, _____ (Name)

agrees to return to full-time teaching duties at the _____ (Name of Component) for _____ months following the end of the sabbatical leave.

2. Period of Service

After completion of the sabbatical leave from _____ 20____ to _____ 20____, _____ (Name) is required to serve in the _____ (Name of Component) position at least _____ months beginning _____ 20____.

3. Conditions

a. NDU reserves the right to terminate this agreement early in the event that funding is no longer available after the first of the fiscal year.

b. The employee is required to maintain at least a fully successful or equivalent performance rating and applicable security clearance for the duration of this service agreement. If performance rating falls below that level, or if security clearance is revoked, or if separated involuntarily on account of misconduct, this agreement is terminated.

c. If the employee fails to complete the period of service hereunder because of voluntarily separation from NDU for any reason other than incapacity, the employee will be obligated to reimburse NDU, for the full amount of the salary and benefits paid to the employee pursuant to this agreement. However, if the employee separates from NDU in order to accept employment in another agency and that agency agrees to reimburse NDU for the costs it made on employee's behalf, or if separated involuntarily for reasons other than those set out in the immediately preceding paragraph, the employee will no longer be considered indebted to NDU.

d. If the employee is determined to be indebted to NDU, he/she has the right to file a request for waiver of any indebtedness to NDU under this service agreement based on a

demonstration that NDU's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request does not stay the operation of NDU's debt collection procedures. The request must be addressed to the President, NDU via the NDU Director of Resources Management Division.

e. This agreement in no way constitutes a right, promise, or entitlement for continued employment and/or noncompetitive conversion to the competitive service, if applicable.

f. In the event that applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them. If such a change reduces the minimum length-of-service requirement, and if existing agreements are potentially affected, NDU agrees to renegotiate the period of service section of this agreement if it deems it appropriate to do so. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties hereto.

4. Certifications

I hereby certify that I have read and understand the terms and conditions of this agreement.

_____ Date
To my knowledge, approval of this agreement does not create any inequitable treatment of candidates and employees and has been exercised consistent with the diversity goals and needs of NDU.

The source of funding for this agreement is (accounting information: fund-types, B&R, if other than employee's salary accounting information).

_____ Date
Component Head

_____ Date
Chief of Civilian Personnel, NDU

Distribution: Original OPF
Copies – Employee, payroll office, supervisor, finance staff, etc.

Privacy Act Statement

The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records System. One copy of the information that you provide, along with a copy of this agreement will be maintained in your payroll file, which is category of Payroll and Leave Records. Other copies may be maintained in your records maintained by component.