

Enclosure 20

STATEMENT OF ENTITLEMENT TO RETENTION INCENTIVE

For use of this form, see AR 601-280, the proponent agency is DCS, G-1.

DATA REQUIRED BY THE PRIVACY ACT OF 1974

AUTHORITY: Section 331 and 373 of Title 37, U.S.C. and Executive Order 9397 (SSN) as amended.

PRINCIPAL PURPOSE: To explain the conditions under which continued entitlement of the incentive may be terminated and unearned portion of advanced incentive payments recouped. The purpose of soliciting the SSN is for positive identification. Information may be referred to appropriate authorities if individual becomes subject to termination and/or recoupment of incentive.

ROUTINE USES: To provide the Defense and Financial Accounting Service with individuals entitled to a retention incentive in return for continued service.

DISCLOSURE: Voluntary. However, failure to furnish information requested may result in denial of a retention incentive.

CITATION: System of Record Notice (SORN): A0600-8-104 AHRC.

AGREEMENT

1. NAME (Last, First, MI) FORBES, MICHAEL JEFFREY	2. RANK SSG	3. SSN 188-54-7907
4. ORGANIZATION/UNIT HHC, 54TH BEB (A)		5. Retention Control Number (RCN) 3596935

6. I understand that I am receiving a retention incentive in return for my continued service in the following MOS/Skill:
35F3 per MILPER 19-411 PARA 4 TIER 5 (Enter applicable MILPER/Policy message)

7. I agree to accept an incentive in the amount of \$ 22,800 (base amount of \$ 22,800 and a plus amount of \$ 0) for Additional Obligated Service (AOS) from 20201203 to 20251202.
bonus obligation start date bonus obligation end date

8. A lump sum payment shall be paid when qualified in the listed MOS/Skill in accordance with the listed MILPER/Policy message. I will not be paid more than \$200,000 of incentive payments over my career, regardless of the Service Component unless granted an exception from USD(P&R).

9. I understand the incentive payment will be subject to income tax withholdings in accordance with DOD 7000.14-R, Financial Management Regulation, Vol. 7A.

10. I further understand that a portion of my incentive may be allocated to my Thrift Savings Plan (TSP), based on my current TSP elections.

11. The incentive program is a voluntary retention program. Unless a waiver is granted, I will not be released from active duty before fulfilling the term of continuous active duty agreed to in paragraph 6 above, even if that obligation will extend me beyond 20 years of active federal service.

12. The effective date of the entitlement is the date of the accompanying (select the appropriate form):

DD Form 4/1 (Reenlistment) DA Form 1695 (Extension) DA Form 3340 (Agreement)

13. I understand that I must remain technically qualified in MOS/Skill identified above. I understand that I will NOT be considered technically qualified when I am no longer classified in that MOS/Skill, or become precluded from performing my current or future assignment in that MOS/Skill. These actions may include, but are not limited to the following:

- a. My refusal to perform required duties for the effective performance in the MOS/Skill.
- b. Disciplinary action taken against me under UCMJ or civil court conviction, which disqualifies me from future performance in the identified MOS/Skill.
- c. Being selected for the Qualitative Management Program (QMP), and subsequent separation (voluntarily or involuntarily) from service makes me subject to recoupment of the unearned portion of my incentive.
- d. Personal misconduct that causes injury, illness, or some other condition that interferes with effective performance in the MOS/Skill.
- e. Withdrawal of the minimal security clearance, loss of qualification under the Personnel Reliability Program (PRP), or loss of any other mandatory qualification required for effective performance in the MOS/Skill.

14. A discharge due to bankruptcy under Title 11, U.S.C. that is entered less than 5 years after the termination of the agreement does not discharge me from a debt arising from this agreement.

15. Failure to complete the service requirement may result in the termination of this agreement, and repayment of any unearned portion of the incentive payment on a pro rata basis, unless the failure to complete the period of active duty specified in the agreement is due to:

- a. Death, illness, injury, or other physical impairment that is not the result of my misconduct or willful neglect, or is the result of any other circumstance determined to be reasonably beyond my control and not incurred during a period of unauthorized absence; or
- b. Separation from the military service by operation of law or regulation of DoD or the Army, when waiver for recoupment has been approved by the Secretary of the Army, or the delegated authority.

16. SIGNATURE OF RECIPIENT <i>Michael Jeffrey Forbes</i>	17. DATE (YYYYMMDD) <i>20200116</i>	18. SIGNATURE OF CAREER COUNSELOR <i>Brad N. [Signature]</i>	19. DATE (YYYYMMDD) <i>20200116</i>
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DA FORM 4789, JUN 2018
ANNEX C

PREVIOUS EDITIONS ARE OBSOLETE.

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