

**CALIFORNIA NATIONAL GUARD
RETENTION INCENTIVE
TECHNICIAN SERVICE AGREEMENT**

Information to Technician: If you are appointed to a position in the Federal Government, you may be authorized payment of a Retention Incentive. Title 5 USC 5754 authorizes the payment of this incentive and the collection of the information requested on this form. The information you disclose will be used to determine whether payment of a Retention Incentive may be authorized. The information may also be used a) by a Federal, state, or local agency when there is an indication of a violation or potential violation of law; b) by the Office of Personnel Management in carrying out its functions and c) for other routine uses published in accordance with 5 USC 552a. Your failure to provide the information requested and sign the agreement set forth will result in your Retention Incentive request not being processed by the California National Guard.

NAME (Last, First, MI)

TECHNICIAN TITLE

UNIT

PP-SERIES-GRADE

I hereby understand and agree that:

1. I will remain in the California National Guard technician program for a period of _____ months from the effective date of this incentive, unless separated for reasons beyond my control and acceptable to the California National Guard.
2. Payment of this Retention Incentive can be made as initial lump sum, installments, or as a final lump sum. However, the method of payment may be modified if it exceeds the Aggregate Limitation on Pay. Select the method of payment below.

 Bi-Weekly Installments at _____% of your basic pay
3. Retention Incentive payments, made for periods of time that are not completed, will be repaid on a pro rata basis. The recovery of a technician's debt may not be waived in whole or in part, by any member of the California National Guard.
4. Retention Incentives may be reduced or terminated due to the fluidity of labor markets, mission requirements, and budget considerations. I understand that no advance notice is required to be given to me when a Retention Incentive is being reduced or suspended. I will take this into account before making financial decisions.
5. Retention Incentives lasting longer than one year must be reviewed at least annually. If the annual recertification is not received in the Directorate for Human Resources 30 days prior to the anniversary date, my Retention Incentive may be terminated.

6. The TAG may terminate a technician's Service Agreement under the following discretionary conditions (e.g. needs of the California National Guard):

- (1) Insufficient funds to continue payment(s).
- (2) Any reason based solely on the management needs of the agency.

7. The TAG must terminate a technician's Service Agreement under the following mandatory conditions:

- (1) Failure to fulfill the terms of the Service Agreement.
- (2) Demotion or separation for cause (e.g. unacceptable performance or conduct).
- (3) Performance appraisal of less than "Fully Successful", or equivalent, during the service period.
- (4) An assignment to a different position which results in a change to any of the following: occupational series, grade, unit or directorate (e.g. detail, promotion, temporary promotion, management-directed reassignment, change to lower grade, etc.).
- (5) Temporary or permanent placement in a voluntarily non-pay technician status (e.g. Personal LWOP or absent-US for: AGR, ADOS, Title 10 Stat Tour, etc.).

8. The termination of a retention incentive is not grievable or appealable.

SIGNATURE OF TECHNICIAN

DATE

FOR HRO USE ONLY

Approving Official: _____
Entrance on Duty (EOD): _____ Incentive Amount: _____
Beginning Service Period: _____ End Service Period: _____