



THE ASSISTANT SECRETARY OF THE NAVY
(MANPOWER AND RESERVE AFFAIRS)
1000 NAVY PENTAGON
WASHINGTON, D.C. 20350-1000

SEP 16 2015

MEMORANDUM FOR DEPUTY CHIEF OF NAVAL OPERATIONS (MANPOWER,
PERSONNEL, TRAINING & EDUCATION) (N1)/
CHIEF OF NAVAL PERSONNEL

SUBJECT: Approval of the FY-16 Navy Active Component and Reserve Component Full Time Support Aviation Command Retention Bonus Program Plans

I hereby approve your FY-16 Navy Active Component (AC) and Reserve Component Full Time Support (FTS) Aviation Command Retention Bonus (ACRB) Program contained in attachments one and two. You shall administer your ACRB programs in adherence with ASN(M&RA) memorandum of 13 July 2015, "Guidance for Development of Fiscal Year 2016 Department of the Navy Aviation Continuation Pay Plans," Department of Defense Instruction (DoDI) 7730.57, "Aviation Incentive Pays and Continuation Bonus Program," and all pertinent statutory authorities.

Navy shall submit execution reports of the FY-16 AC and FTS ACRB programs to the Principal Deputy Under Secretary of Defense (Personnel and Readiness), via this office (ASN(M&RA)), no later than December 2016. The guidance concerning this report is contained in DoDI 7730.57.

A handwritten signature in cursive script that reads "Anne R. Davis".

Anne R. Davis
Acting

Attachment:

- (1) FY-16 Active Component ACRB Program Information
- (2) FY-16 Full Time Support ACRB Program Information

FY-16 AVIATION COMMAND RETENTION BONUS
PROGRAM INFORMATION

1. Introduction. The Department of the Navy authorizes Aviation Career Continuation Pay (ACCP) in addition to Aviation Career Incentive Pay (ACIP) to enhance retention of career-minded aviation officers. The Aviation Command Retention Bonus (ACRB) has been reestablished as part of the Navy's ACCP Program that offers a retention incentive to O-5 commanding officers (CO). The intent of the ACRB is to retain the invaluable and irreplaceable experience and skill sets of the Navy's cadre of O-5 COs.

2. Contract Terms. The FY-16 ACRB offers eligible officers \$18,000 per year for two years of obligated service. If an officer's ACRB contract is approved by PERS-43, then that officer's two-year ACRB obligation period is his or her 21st and 22nd years of commissioned service. If an officer's ACRB contract is approved after that officer has completed 20 years of commissioned service, then that officer's ACRB obligation period begins on the date of contract approval, and ends two years later. In either case, the ACRB will be paid in two installments of \$18,000 (pre-tax amount). The first installment will be issued immediately upon contract receipt and approval by PERS-43. The second installment will be paid on the first anniversary of contract approval.

3. Eligibility

a. ACRB applicants must be currently serving as CO of an eligible operational (OP), operational training (OP-T), or special mission (SM) O-5 command in order to apply. Eligible commands are those OP, OP-T, and SM O-5 commands for which the annual Aviation Command Screen Board selects officers to serve as CO, excluding second-in-grade/sequential/bonus/Fleet Replacement Squadron (FRS) commands. Eligibility to apply for the ACRB ends on the last day of command.

b. ACRB applicants must be active duty unrestricted line aviators with a 1310 or 1320 designator.

c. ACRB applicants must not be obligated under a current ACCP agreement.

d. Reserve aviators who are recalled to active duty, mobilized reserve officers, and officers under Active Duty Special Work (ADSW) orders are not eligible to apply for ACRB.

e. An officer who has been selected for and has accepted transfer to another community is not eligible to apply for ACRB.

f. All requirements for ACCP participation delineated in OPNAVINST 7220.9 apply. Final determination of an officer's ACRB eligibility shall be made by PERS-43.

4. Prohibitions While Under ACRB Contract

a. Lateral Transfer/Redesignation

(1) Aviation officers obligated by an ACRB contract are not eligible to apply for a lateral transfer/redesignation board or other programs that require a change of designator until they are within 12 months of expiration of ACRB obligated service.

(2) If selected for lateral transfer, redesignation, or other programs that require a change of designator, redesignation of the officer to the new community will neither be executed, nor will the officer be released to the new community for duty, until completion of ACRB service obligation or PRD from current orders, whichever is later.

5. Repayment Policy

a. In order to maintain ACRB eligibility while under contract, officers must remain on active duty in aviation service in their 1310 or 1320 designator and continue to meet all eligibility requirements listed in this memo and in OPNAVINST 7220.9. Officers who fail to fulfill the terms of the contract will be subject to the repayment stipulations delineated in the DOD FMR Volume 7A Chapter 2 and OPNAVINST 7220.9.

b. An individual who is detached for cause (DFC), relieved, or removed from an assigned billet for adverse reasons, is no longer eligible for the ACRB. In these cases, scheduled future payments will be cancelled, as of DFC date, relief date, or removal date. Additionally, the unearned portion of ACRB will be repaid. If ACRB eligibility is terminated for DFC or other adverse circumstances, eligibility for any future ACRB offering will not be reinstated for any reason.

c. Any officer retiring from active duty prior to the expiration of ACRB obligated service as defined in this document will have the unearned portion of his/her bonus recouped in accordance with OPNAVINST 7220.9.

d. Any officer who has taken the ACRB contract who subsequently declines promotion to O-6 shall repay the unearned portion of ACRB monies received, as of the date that promotion is declined. For the purposes of this paragraph, the term "declining promotion" does not include declaring intent to retire or actually retiring while in a selected promotion status; nor does it include retiring while wearing the rank of CAPT with insufficient time-in-grade to retire as O-6, and thereby accepting retirement in the rank of CDR.

6. Application Procedures. E-mail a signed copy of the ACRB contract (enclosure 2 of this DGM) to Ms. Melinda Weeden at melinda.weeden@navy.mil (cc the ACCP program manager at acipandaccp@navy.mil) and mail the original to Commander, Navy Personnel Command, PERS-435, 5720 Integrity Drive, Millington, TN 38055-4300. Applications must be received at PERS-43 while the applicant is still eligible or the application will be rejected. **The ACRB constitutes a binding legal contract, and will be considered binding as of contract approval date by PERS-43.** As such, applicants must sign and submit the FY16 ACRB contract exactly as written in enclosure 2 of this DGM, verbatim. Applications containing language or content deviations will be rejected. Please use the Microsoft Word template provided at:
<http://www.public.navy.mil/bupers-npc/officer/Detailing/aviation/OCM/Pages/ACCP.aspx>

7. PERS-43 is the program manager for all ACCP program execution issues to include policy, eligibility, and termination. Upon acceptance of an officer's agreement by the program manager, the amount of the bonus becomes fixed and the officer will incur a firm service obligation.

8. Points of Contact. For application questions, please contact Ms. Melinda Weeden at (901) 874-3964, DSN 882-3964, or e-mail melinda.weeden@navy.mil or Mr. Paul Boundy at (901) 874-3947, DSN 882-3947, e-mail paul.boundy@navy.mil. For policy questions please contact the ACCP Program Manager at (901) 874-3484, DSN 882-3484, or e-mail: acipandaccp@navy.mil.

FY-16 AVIATION COMMAND RETENTION BONUS CONTRACT

9-May-17

From: CDR First Name MI Last Name, USN, 1310
To: Commander, Navy Personnel Command (PERS-435)

Subj: REQUEST FOR FY16 AVIATION COMMAND RETENTION BONUS (ACRB)

Ref: (a) FY-16 ACRB Program Information (available on NPC website)
(b) 37 U.S.C §301b, 303a(e), and 373
(c) DOD Financial Management Regulation, Volume 7A, Chapter 2
(d) OPNAVINST 7220.9
(e) MILPERSMAN 1920

1. I have read and understand the provisions of references (a), (b) and (c) including all provisions related to termination of payments to be made under this agreement and circumstances under which repayment of sums paid will be required, to which I agree. I understand that if I fail to fulfill the terms of this contract, I will be subject to ACRB repayment in accordance with references (a) through (d). I hereby apply for the special pay authorized by references (a) and (b).

2. Contingent upon acceptance of my application for this special pay, I agree not to resign, retire or voluntarily terminate my flight status with an effective date prior to the completion of my 22nd year of commissioned service, or two years after this contract is approved by PERS-43, whichever is later. I understand that I am not eligible to separate/retire or change my designator prior to completion of my ACRB service agreement, and that I am not eligible to apply for programs that would lead to redesignation until within one year of the end of my ACRB obligated service. I understand that if selected for O-6 and I decline promotion prior to the completion of the ACRB service agreement, I am obligated to repay the unearned portion of the ACRB monies received, as stipulated in paragraph 5.d. of reference (a). I understand that even if my ACRB service obligation expires prior to the end of my post-command tour, that I may not be released from active duty, or from my assignment in my 1310 or 1320 designator, until my projected rotation date (PRD) in accordance with ref (e).

3. I understand that I will be ineligible for any other ACCP program until the expiration of my ACRB service obligation. I understand that upon contract approval by PERS-43, this application is binding, and that thereupon I will receive \$36,000 paid out in two installments of \$18,000 over the length of this agreement as described in reference (a).

4. I understand that if I am unable to fulfill my two-year service obligation for any reason, I will become ineligible for ACRB, all scheduled future payments will be cancelled, and previous payments received will be subject to repayment in accordance with references (a) through (d).

5. Any questions concerning my application can be directed to:
DSN/commercial number: (enter dsn or commercial phone, or both)
Email address: (enter one or more email addresses--ashore/at sea, etc)

First Name MI Last Name (with signature above)



THE ASSISTANT SECRETARY OF THE NAVY
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1000 NAVY PENTAGON
WASHINGTON, D.C. 20350-1000

APR 08 2016

MEMORANDUM FOR DEPUTY CHIEF OF NAVAL OPERATIONS (MANPOWER,
PERSONNEL, TRAINING, AND EDUCATION)(N1)/
CHIEF OF NAVAL PERSONNEL

SUBJECT: Approval of FY16 Navy Active Component and Full Time Support Aviation
Continuation Pay Plans and FY17 Active Component Aviation Continuation Pay Plan

I hereby approve the FY16 Navy Active Component (AC) and Full Time Support (FTS) Aviation Continuation Pay (ACP) plans and FY17 AC ACP plan contained in attachments one through three. You shall administer your ACP programs in adherence with ASN(M&RA) memorandum of 13 July 2015, "Guidance for Development of Fiscal Year 2016 Department of the Navy Aviation Continuation/Retention Pay (ACP/ARP) Plans," Department of Defense Instruction (DoDI) 7730.57, "Aviation Incentive Pays and Continuation Bonus Program," and all pertinent statutory authorities.

Navy shall submit execution reports of ACP bonus programs to the Principal Deputy Under Secretary of Defense (Personnel and Readiness), via this office, ASN(M&RA), no later than December 2016 for the FY16 AC and FTS plans and no later than December 2017 for the FY17 AC plan. The guidance concerning this report is contained in DoDI 7730.57.

for Scott W. Luttikh
Franklin R. Parker

Attachment:

- (1) FY16 Navy AC ACP Plan and Program Information
- (2) FY17 Navy AC ACP Plan and Program Information
- (3) FY16 Navy FTS ACP Plan and Program Information

Copy to:

ODUSD (P&R) (MPP) w/attachment

FY16 AVIATION DEPARTMENT HEAD RETENTION BONUS
PROGRAM INFORMATION:
OFFICERS WITH WINGING ADSO EXPIRING IN FY2016

(ACTIVE COMPONENT: DESIGNATORS 1310 AND 1320)

1. Introduction. The Department of the Navy authorizes Aviation Career Continuation Pay (ACCP) as a supplement to Aviation Career Incentive Pay (ACIP) to enhance retention of career-minded aviation officers. The intent of the Aviation Department Head Retention Bonus (ADHRB)—a subset of the Navy's overall ACCP program—is to retain aviation officers through their department head (DH) tours. Commanding Officers (CO) shall encourage qualified aviators to submit applications for the ADHRB. COs must ensure that the information provided in the officer's application is complete and accurate, that the officer meets all eligibility requirements, and that no action is pending that may result in the officer being ineligible for ACCP. COs must provide positive endorsement of each ADHRB application.

2. Contract Terms. This program offers those officers with winging Active Duty Service Obligation (ADSO) expiring in FY16 an incentive to remain on active duty in aviation service for five years, beginning at ADSO expiry or contract approval date, whichever is later. Entering into an ADHRB contract also constitutes consent to be considered by the aviation DH screen board (ADHSB) and, if selected, to accept DH orders and complete a DH tour. Contracts will be terminated (with cancellation of future obligated service and cancellation of future scheduled bonus payments) upon second failure to be selected for promotion to LCDR, or second failure to be selected for DH. Total ADHRB contract amounts are:

HM Pilot	\$75,000		
HSC Pilot	\$75,000		
HSL/HSM Pilot	\$75,000		
VAQ Pilot	\$125,000	VAQ NFO	\$100,000
VAW/VRC Pilot	\$125,000	VAW NFO	\$75,000
VFA Pilot	\$125,000	VFA NFO	\$75,000
VP/VQ(P) Pilot	\$75,000	VP/VQ(P) NFO	\$75,000
VQ(T) Pilot	\$75,000	VQ(T) NFO	\$75,000

3. Payment Program. ADHRB payments will be paid by direct deposit. Contracts will be paid in five equal annual installments. The first installment will be deposited upon date of contract approval by PERS-43, or at expiration of ADSO,

whichever is later. Four subsequent installments will be deposited annually, on the anniversary of the initial payment, for the duration of the contract. ADHRB service obligation begins at ADSO expiration or contract approval date, whichever is later; ADHRB service obligation ends five years later.

4. Timelines. As of the date of this memorandum, applications will be accepted by PERS-435. Applications must be received by PERS-435 by 31 August 2016.

5. Eligibility to Apply for ADHRB

a. ADSO. Only officers whose winging ADSO expires during FY16 are eligible to apply for this ADHRB program.

b. Contract activation and failure to be selected for promotion or DH

(1) Aviation officers who are otherwise eligible for this ADHRB program may apply regardless of promotion selection status or DH selection status. ACCP contracts will not be activated, however, for those officers who are in a failure of selection (FOS) status for promotion to the next higher pay grade, or who are in a FOS status for DH. (Contract activation is defined as disbursement of the first installment of ACCP). Any contract, not activated due to the applicant being in a FOS status, will be held in abeyance until such officer is selected for promotion/DH, or else fails to be selected a second time. If such an officer is subsequently selected for promotion/DH, his/her contract will be initiated, payments will be disbursed, and obligated service will be defined as if the FOS had never occurred. In all such cases, ADHRB obligations commitments are binding at the point when status changes from FOS to "selected," i.e., the public release date of the results of the applicable board. If the officer is not selected, PERS-43 will continue to hold the contract until the officer separates from the Navy or leaves the 1310/1320 community. Once the officer has left active duty or has changed designator, the contract will be destroyed.

(2) A contract that has been activated before a subsequent FOS status was entered (for promotion or for DH) will not be affected in any way by a first FOS. Payments will continue to be made until either a second FOS for promotion or a second FOS for DH terminates the contract in accordance with paragraph 2 above; contract termination specifics for these "2xFOS" situations is described in paragraph 7.c below.

c. Designator. Applicants for this program must be active-duty unrestricted line aviators with a 1310 or 1320 designator.

d. ADHRB applicants must not be obligated under a current ACCP agreement, must not be in FOS status for, selected for, or actually promoted to the rank of commander (O-5) or above, and must not have completed an aviation DH tour.

~~e. Designator Change/Lateral Transfer within the Navy. An officer who has been selected for and accepted transfer to a designator other than 1310 or 1320 is not eligible to apply for ADHRB.~~

f. Inter-Service Transfer. In addition to meeting all other requirements stipulated here, inter-service transfers from the Air Force, Army, Coast Guard, or Marine Corps who have been previously designated as an aviator must have completed the service obligation associated with earning the designator or rating in which they will serve in the Navy. This service obligation will define the ADSO for bonus eligibility purposes.

g. NFO-to-Pilot. Eligibility for NFO-to-Pilot transitions is based on ADSO incurred as a result of pilot winging, not NFO winging.

h. Applicants must be able to complete the full period of ACCP obligation in aviation service.

i. Applicants must be favorably recommended by their commanding officer or reporting senior.

j. All requirements for ACCP participation delineated in OPNAVINST 7220.9 apply. Final determination of an officer's ADHRB eligibility shall be made by PERS-43.

6. Transfers While Under ADHRB Contract. The transfer policies established in this document apply to any program or community that requires a change of designator; or that would prevent an officer from performing a DH tour in the active component unrestricted line (URL) Navy aviation community; or that expressly exclude an officer from eligibility for special and incentive pays associated with warfare specialty, such as the Junior Permanent Military Professor program. Common terms used in Navy Personnel Command are "lateral transfer" for officer re-designations within the active component, "FTS" for transfers to the Full-Time Support community (reserve component, designator

XXX7); "Inter-Service Transfer" or "IST" for resignations from Navy contingent upon acceptance by, and continued military service in, another branch of the armed forces. All of the above are included when the term "transfer" is used in this document.

a. Application for Transfer. Aviation officers obligated by an ADHRB contract are not eligible to apply for transfer until they are within 12 months of expiration of ADHRB obligated service, ~~or within 12 months of the projected rotation date~~ (PRD) from their DH tour, whichever is earlier. PERS-43 reserves the right to permit exceptions to this prohibition.

b. Release from Contract upon Selection for Transfer. An officer who is selected for transfer while under ADHRB contract remains obligated by that contract until expiration of the five-year ADHRB obligated service term, or until released by PERS-43, whichever occurs first. For determination of contract proration, repayment, and ACCP installment eligibility in these cases, see paragraph 7 below.

7. Continuing Eligibility for ACCP while Under Contract, Early Contract Terminations, and Repayment Policy. In order to maintain ACCP eligibility while under contract, an officer must remain on active duty in aviation service in the designator they held when signing their contract (with some exceptions for transfer to Aviation Engineering Duty Officer (AEDO), designator 1510, as described below) and continue to meet all eligibility requirements listed in this document, in OPNAVINST 7220.9, and in higher-echelon policy and Title 37 law. The following conditions apply regarding an officer's continuing eligibility to receive and retain ACCP once under contract. When an officer fails to satisfy the terms of the contract, or is allowed to resign or transfer before completing the five-year ADHRB service obligation, PERS-43 shall take appropriate action according to Title 37, OPNAVINST 7220.9, and the policies established herein.

a. Voluntary Breach of Contract. In cases involving voluntary breach of contract, contractees shall repay all ADHRB monies disbursed; all scheduled future ADHRB installments will be cancelled. This policy applies to officers who willfully decide not to perform a DH tour or not to fulfill the terms of their ADHRB contract, under circumstances within their control. Examples include refusing to execute DH orders, opting out of DH screening, attempts to negatively influence a promotion or DH screen board, submitting a "don't pick me" letter to a promotion or DH screen board, or in any other way willfully evading the

performance of an aviation DH tour in the active component Navy URL.

b. Circumstances Within Contractee's Control. Repayment of the unearned portion of ACCP monies received shall be required in cases where contractees become unable to fulfill the terms of the ADHRB contract due to circumstances within their control, but not involving voluntary breach of contract. Examples of this type include Field Naval Aviator Evaluation Board (FNAEB) action leading to loss of ACIP and/or ACCP eligibility; and service member misconduct. The date upon which the officer's ability to earn ACCP stops shall be determined case-by-case by PERS-43, based on an analysis of when the subject officer ceased to be a viable DH candidate or a viable functioning DH or post-DH. (In cases involving officers under contract beyond the DH tour, PERS-43 shall determine what portion of the ADHRB was earned.) Effective as of the date determined by PERS-43, scheduled future ACCP payments will be cancelled and the unearned portion of ADHRB monies already received shall be repaid to the government. "Unearned portion" of ACCP is the difference between ACCP received and ACCP earned; "ACCP earned" is calculated by multiplying the percentage (to the day) of the five-year term of contractually obligated service (defined above, in paragraph 2) that was served in good faith, multiplied by the total bonus value. [For example, an officer on a \$100,000 contract, who is detached for cause exactly two years prior to the end of his five-year service obligation, shall be allowed to keep three-fifths of the total contract value, or \$60,000; any monies above \$60,000 already received by the officer shall be repaid.] If ADHRB eligibility is terminated for misconduct, eligibility for future ACCP programs will not be reinstated.

c. Circumstances Beyond Contractee's Control. Officers who become unable to perform a DH tour due to circumstances beyond their control shall keep any ACCP monies received, but shall have any future scheduled installments cancelled as of the date when it becomes publicly known that the officer is no longer a viable DH candidate. This category includes medical incapacitation not due to misconduct, failure to be promoted to LCDR, and failure to be selected for DH. In the latter two cases, the public release date of the results of the applicable board (identifying an officer as 2xFOS) shall be the date beyond which scheduled ACCP installments will be cancelled.

d. Death or Combat Disability. In cases where death or combat-related disability (not due to misconduct) occurs while a

service member is under ADHRB contract, the full contract value will be paid to the service member or his/her estate.

e. Voluntary Departure from the 1310/1320 Community prior to End of Contract Term

(1) Resignation after DH tour is complete. Officers who wish to resign following a DH tour but prior to the end of ADHRB obligated service shall be allowed to do so, with proration of contract based on what portion of the total contract value is earned serving on active duty. (An officer who wishes to resign prior to performing a DH tour would fall under paragraph 7.a—breach of contract—assuming he/she remains a viable DH candidate at the time of resignation.) In cases of post-DH contractee resignation, the calculation of what portion of ACCP is earned is similar to that described in paragraph 7.b above, with two distinctions: 1) the end date of the service period representing "earned ACCP" shall be the last day of active duty; and 2) because officer resignations must be announced in advance, in most cases there need not be any repayment of ACCP monies because there is sufficient advance notice to reduce the final scheduled installment prior to separation/retirement, such that "ACCP received" exactly matches "ACCP earned". Officers who are considering resignation prior to end of ACCP contract term should contact the program manager as soon as possible, in order to avoid ACCP overpayment and subsequent recoupment.

(2) Transfer while under ADHRB contract (non-AEDO). Under policies established in this document, or by special permission of PERS-43, an officer may be permitted to apply for transfer while under ADHRB contract, before, during, or after a DH tour. An ADHRB contractee who is selected for transfer becomes ineligible for any ACCP installments that are scheduled to be paid after the date that the selection for transfer becomes publicly known. In cases of officers who have completed or will complete a DH tour as a 1310 or 1320, the ACCP cancellation policy established in this subparagraph shall be modified as necessary to ensure that such officers receive and keep not less than the prorated amount of ACCP earned, from contract start date to detachment date from DH tour.

(3) Transfer to AEDO prior to performing an URL DH tour. Officers who are selected for the AEDO program at such time as will preclude them from performing an aviation DH tour in the URL, lose eligibility for ACCP payments upon public release of selection results, as described in paragraph 7.e.(2) above.

(4) Transfer to AEDO after completing an URL DH tour. Officers who are selected for the AEDO program at a time such that they will complete a DH tour in the URL prior to transferring to the AEDO community, remain eligible to receive their full ADHRB contract value as scheduled; selection of these officers for AEDO (and the actual conversion of their designators to 1510) has no effect on their ADHRB contracts. This policy is based on the concept that these officers fulfill the intent of the ADHRB program (by performing the aviation URL DH tour), and that, post-DH, they continue their aviation careers in the active component of the Naval Aviation Enterprise.

8. PERS-43 is the final adjudication authority for all active component ACCP program execution issues to include policy, eligibility, contract termination, and repayment. This does not include remission of indebtedness cases. Any request for remission of indebtedness will be adjudicated by proper authority in accordance with applicable statute, Department of Defense regulations and Department of the Navy guidance.

9. Application Procedures

a. ADHRB applications must include the following items and no others (please do not submit any additional documentation not listed here):

(1) Signed ADHRB contract. Please use the Microsoft Word template available at:

<http://www.public.navy.mil/bupers-npc/officer/Detailing/aviation/OCM/Pages/ACCP.aspx>

(2) Endorsement on command letterhead from Commanding Officer or reporting senior.

(3) Copy of winging letter or other documentation of the date of designation as a Naval Aviator or Naval Flight Officer.

b. *The ADHRB constitutes a binding legal contract.* As such, applicants must sign and submit the ADHRB contract exactly as written in the contract template. Applications containing language or content deviations will be rejected.

c. Submit applications via Commanding Officer or reporting senior to:

COMMANDER NAVAL PERSONNEL COMMAND

PERS-435
5720 INTEGRITY DRIVE
MILLINGTON TN 38055-4300

Before mailing originals, e-mail scanned copies of signed contract application and CO endorsement to Ms. Melinda Weeden at melinda.weeden@navy.mil. Applications must be received at PERS-43 by 31 August 2016. ***Applications for this ADHRB program will not be accepted after 31 August 2016.***

d. ADHRB contracts will be considered binding as of the date of PERS-43 approval.

AVIATION DEPARTMENT HEAD RETENTION BONUS CONTRACT (ADSO EXPIRY IN FY16)

9-May-17

From: LCDR First Name MI Last Name, USN, 1310
To: Commander, Navy Personnel Command (PERS-435)
Via: Commanding Officer, Unit Name

Subj: REQUEST FOR AVIATION DEPARTMENT HEAD RETENTION BONUS (ADHRB)

Ref: (a) ADHRB Program Information for FY16 ADSO Cohort (available on NPC website)
(b) Title 37, United States Code, Sections 301b and 303a(e)
(c) DOD Financial Management Regulation, Volume 7A, Chapter 2
(d) OPNAVINST 7220.9
(e) MILPERSMAN 1920 Series

1. I have read and understand the provisions of references (a) and (d) including all provisions related to termination of payments to be made under this agreement and circumstances under which recoupment of sums paid may be required, to which I agree. I understand that if I fail to fulfill the terms of this contract, I may be subject to repayment of monies received in accordance with references (a), (b) and (c). I hereby apply for the special pay authorized by references (b) and (d).
2. Contingent upon acceptance of my application for this special pay, I agree not to resign, retire or voluntarily terminate my flight status with an effective date within five years from the completion of my undergraduate-flight-training-related active duty service obligation (ADSO) or acceptance of this request, whichever is later. I understand that I may not be eligible for transfer or redesignation prior to completion of my ADHRB agreement, and that I am not eligible to apply for transfer programs until within one year of the end of my five-year ADHRB obligated service, or within one year of my projected rotation date (PRD) marking the completion of my aviation department head (DH) tour, whichever is earlier. I understand that even if my ADHRB service obligation expires prior to the end of my DH tour, that I may not be released from active duty, or from my assignment in my 1310 or 1320 designator, until my PRD, in accordance with ref (e). I understand that I will be ineligible for any other ACCP program until the expiration of my ADHRB service obligation. I understand that upon approval by PERS-43, this contract is binding, and that thereupon, as a Pilot (1310) in the HM community, I will be eligible to receive \$125,000, paid out over the length of this agreement as described in reference (a).
3. By submitting this application, I acknowledge my intent and desire to participate in the DH screening process and consent to having my record reviewed, when I become eligible, by an aviation DH screen board (ADHSB). I acknowledge that I will not attempt to influence the board against selecting me (via "don't pick me" letter, etc), and that, if selected, I will accept orders to and complete a DH tour. I understand that final failure to be selected for promotion to LCDR (O-4), or final failure to be selected for DH, will terminate this contract. In either case, I will retain ACCP monies already received through the release date of results of the applicable board, but scheduled future ADHRB installments will be cancelled. I understand that if I attempt to influence the ADHSB against selecting me, if I do not accept orders to or complete a DH tour for any reason, or if I am unable to fulfill my five-year ADHRB service obligation for any reason, I will become ineligible for ACCP, scheduled future payments will be cancelled, and previous payments received may be subject to repayment in accordance with references (a), (b), (c), and (d).
4. My commercial number is XXX-XXX-XXXX. My preferred e-mail address(es) for ADHRB-related business is (enter one or more email addresses--ashore/at sea, etc).

First Name MI Last Name (with signature above)

Attachment 1 to ASN(M&RA) memo dated 08 Apr 2016