

IN THE CASE OF: [REDACTED]

BOARD DATE: 13 June 2024

DOCKET NUMBER: AR20230011147

APPLICANT REQUESTS: in effect –

- an exception to policy (ETP) to receive Student Loan Repayment Program (SLRP) payments in the amount of \$50,000.00
- a personal appearance before the Board

APPLICANT'S SUPPORTING DOCUMENT(S) CONSIDERED BY THE BOARD:

- DD Form 149 (Application for Correction of Military Record)
- Applicant's statement
- Charges against the applicant
- National Guard Bureau (NGB) Form 600-7-5-R-E (Annex L to DD Form 4 - SLRP Addendum - Army National Guard (ARNG) of the United States), 11 July 2014
- Page 4 of DA Form 5435, 11 July 2014
- Email communications between applicant and his chain of command, 9 November 2017, 9 January, 24 May, 2 and 10 October 2018, 4 and 5 September 2019
- NGB Memorandum – Subject: Request for ETP for SLRP (Applicant), 2 May 2019
- [REDACTED] ARNG ([REDACTED] ARNG) Congressional response letter, 6 August 2019
- Self-written statements, 3 August 2023

FACTS:

1. The applicant did not file within the 3-year time frame provided in Title 10, U.S. Code (USC), section 1552(b); however, the Army Board for Correction of Military Records (ABCMR) conducted a substantive review of this case and determined it is in the interest of justice to excuse the applicant's failure to timely file.
2. The applicant states:
 - a. He wants the [REDACTED] ARNG to pay the \$50,000.00 in SLRP that was originally in his contract when he enlisted. The SLRP was in his contract for up to \$50,000.00.

b. In December of 2013, about 2 weeks before he graduated from [REDACTED] University, he began talking with a recruiter for the [REDACTED] ARNG. While speaking with the recruiter (at that time Staff Sergeant (SSG) [REDACTED]) they went over his background, and he explained to him that he more than likely had charges still pending in Florida where he had gotten into an altercation a few years back. SSG [REDACTED] told him that he would run a background check and that if he found them [the charges], that they [the Army] would pay for his charges so that he could join the military.

c. He was told that the background check was done, finding nothing on his record, so they proceeded with paperwork to join the ARNG. He applied for a job with the Bank [REDACTED] around the same time and they found those charges; why the military could not, he does not know. They started paperwork for him to join as a 09S (Officer Candidate) and in that contract he had SLP in which the Guard would pay up to \$50,000.00 of past student loans.

d. Two weeks before he was to ship to basic training, he was called by Sergeant [REDACTED] who stated that somehow, they had found the charges and that somebody from the military would be calling him about what had happened. He then was contacted by his recruiter, now Sergeant First Class (SFC) [REDACTED] who stated the same thing. Two weeks passed and he was never contacted. The day came for him to ship to Fort Leonard Wood, MO, and he arrived at the Regional Training Institute building to begin the last bit of paperwork when he was called into the office by a specialist who told him he would not be shipping out and that he should have told his recruiter about his legal trouble before he had started the process of trying to get into the Guard. He then called Sergeant [REDACTED] and SFC [REDACTED] to let them know what happened and both acted dumbfounded and had no idea why he would not be able to ship but said if that is what is happening then there is nothing that they could do about it.

e. He then came home and for the next 7 months after he had taken care of his charges in Florida, he fought the National Guard to stay in. He was stalemated twice during the process and contacted his Congressman at the time, [REDACTED] got the ball rolling for him because nobody would give him any answers to what was going to happen. After 7 months a decision was made that he was going to be able to stay in the ARNG, but he could no longer go in as an Officer Candidate and he would have to go enlisted and sign a new contract.

f. He then went down to the Military Entrance Processing Station (MEPS) a second time to sign a new contract with the ARNG that he would go enlisted. The first time the new contract was drawn up with SSG [REDACTED] at MEPS, and it did not have SLP in it so he denied signing the contract because he was told he would be able to keep that in his contract. He waited around at MEPS for about 5 hours before they drew up a new contract that he signed in front of SSG [REDACTED] that had SLP in it with him going enlisted.

g. Once he was back from basic combat training and One Station Unit Training, he began filling out his necessary paperwork for SLRP that he would have to do for the next 6 years for the ARNG to pay their 15 percent on his student loans that would be paid every year on his enlistment date.

h. For the last 6 years he has correctly filled out his paperwork alongside his admin Noncommissioned Officer (NCO) and faxed it into the necessary people with the ARNG. And every year he tried and called to make contact to ensure everything was received and every year he never got a response, and his student loans were never paid on. Then around September of 2017 his admin NCO at the time SSG [REDACTED] gave him the number to now Warrant Officer Candidate [REDACTED] who oversees the state SLRP, and he had contact with him for a few weeks and he stated that his paperwork looked good, and it had gone through, but he had no idea why it was not being paid. He then attempted to contact him several more times regarding his paperwork over the next couple weeks with no response.

i. Paperwork was then investigated from the unit side and a sworn statement was sent to his unit that he had to fill out and return. He was told that the sworn statement needed to be revised but SSG [REDACTED] his admin NCO, told him that he would take care of it. During this time his student loans were still not touched.

j. He had several conversations with Major [REDACTED] about his SLP and what had been going on. Major [REDACTED] consulted with several people on his behalf but still could not find out exactly why his student loans were not being paid. Over the last year he finally contacted Congressman [REDACTED] to ask for assistance. With the assistance of Congressman [REDACTED] and his staff it was found that there were errors on the ARNG's part when signing his new contract to go enlisted, and even though the ARNG has admitted fault in his contract the NGB is still denying to pay his SLP even though it was in his contract from the beginning and he kept up his half of the contract diligently for the last 6 years. All he wants is for the ARNG to fulfill their side of the contract.

k. The last memo from Chief Warrant Officer [REDACTED] states that there should not have been a new contract, and that new paperwork should not have been signed, as if he should have known that, even though he had never been in the military at the time of his enlistment. He is pleading for an opportunity to come to D.C. to contest his case.

3. A review of the applicant's official records shows the following:

a. In connection with his enlistment in the [REDACTED] ARNG, DD Forms 369 (Police Record Check) dated 17 September and 22 November 2013, show police/background record checks were submitted to determine the applicant's eligibility for accession into the Armed Forces.

b. On 17 December 2013, DD Form 4 (Enlistment/Reenlistment Document Armed Forces of the United States) shows he enlisted in the [REDACTED] ARNG for a period of 6 years and 2 years as an assigned member of the Individual Ready Reserve (IRR), which obligated him for 8 years. In connection with his enlistment in the [REDACTED] ARNG, he completed and signed NGB Form 600-7-5-R-E, which shows, in pertinent part:

(1) He contracted for the Non-Prior Service (NPS) 09S (Officer Candidate) SLRP incentive and enlisted in the ARNG for a period of not less than six years (6x2 or 8x0).

(2) Anniversary SLP payments would not exceed 15 percent or \$500.00 (whichever is greater) of the initial disbursed amounts that were approved upon the date of enlistment to include accrued interest. Payments on loans(s) that had a remaining outstanding balance(s) less than the maximum yearly repayment amount would only be eligible for that amount only. Loan(s) that had a zero balance would not be eligible for payment. The maximum annual payment amount would not exceed \$7,500 per year. He had 12 disbursed loans in the amount of \$53,498.00.

(3) Payment(s) would be processed on the anniversary month of his enlistment for each satisfactory year of service, subject to the availability of funds.

(4) The 09S NPS SLP incentive may have been suspended if he failed to begin Officer Candidate School (OCS) within one year of enlistment or withdrew from the OCS program and did not become Duty Military Occupational Specialty Qualified (DMOSQ) in any vacant enlisted Military Occupational Specialty. The applicant must have commenced Advanced Individual Training (AIT) within 180-days following withdrawal from OCS. (Suspension is lifted upon becoming DMOSQ).

(5) He acknowledged that the NPS 09S SLP incentive may have been terminated with full recoupment or without recoupment for:

- failure to earn a commission or become DMOSQ and is subsequently discharged from ARNG
- failure to begin AIT with 180-days following withdrawal from OCS
- failure to accept commission within two years after completion of OCS
- a DD Form 4 or DA Form 4836 (Oath of Extension of Enlistment or Reenlistment) that was signed before or after the date of enlistment, affiliation, or reenlistment/extension when a payment(s) was processed
- voluntarily changing his enlistment Area of Concentration during the contractual obligation, unless Section V - Continuous Receipt, paragraph 1a applied

(6) He authenticated with his signature that he understood the 09S SLP addendum must be signed on the same date as the execution date of his Department of

Defense (DD) Form 4 to include the Service Representative and Witness Officer in order for this addendum to be valid.

c. Guard Annex (Enlistment/Reenlistment Agreement ARNG Service Requirements and Methods of Fulfillment) dated 17 December 2013, shows the applicant's report date back to the MEPS for shipment to the Fort Leonard Wood Reception Battalion and Basic Training was on 28 January 2014.

d. On 21 February 2014, the [REDACTED] ARNG, G1, Enlisted Personnel Manager informed the [REDACTED] ARNG Recruiting Office that she received a background check from MEPS and contacted the applicant on 21 February 2014 about charges for disorderly conduct (DOC), fighting, and threatening words dated 18 March 2008. She further stated:

(1) The applicant remembered the incident and stated they were 6 years ago during Spring Break. He had spoken to his recruiter SFC [REDACTED] and was told that those were not charges they were concerned about at MEPS. He spoke to his RSP NCOIC at Sand Springs, SSG [REDACTED] regarding the incident. He was told there was nothing RSP could do for him and that he would probably be discharged. The G1, Enlisted Personnel Manager told the applicant that was not true that there was paperwork that should be pursued to clear this issue with a waiver to continue Guard membership.

(2) The applicant further stated that he had researched [REDACTED] website with his name, number and incident number and the search on the website had produced no results. She [G1, Enlisted Personnel Manager] recommended he pursue proof that the incident had been closed and provide those results to the [REDACTED] ARNG. He seemed unsure of how to proceed, and she recommended he contact the Judge Advocate General Officer and gave the applicant the number. He adamantly stated he wanted to continue his [REDACTED] ARNG membership and ship to basic training. He just enlisted in December of 2013 and did not want to be discharged. He just graduated from [REDACTED] University with a bachelor's degree and was scheduled to attend OCS after completion of basic training.

e. Additional police/background checks were submitted to determine the applicant's eligibility for accession into the Armed Forces on 4 March and 23 June 2014. The applicant's records show he was charged with speeding in excess of the maximum speed limit on 15 August 2012; he pleaded no contest and paid a fine. He was also charged with DOC/fighting/threatening words in [REDACTED] on 18 March 2008; he pleaded no contest to the charges and paid a fine on or about 31 March 2014.

f. On 11 July 2014, the Chief Surgeon, NGB, approved a waiver request for the applicant with the following comment: "For history of (R) shoulder dislocation." The applicant also completed and signed a Guard Annex, which lists the SLP addendum and states:

- his enlistment in the ARNG obligated him to a total of 8 years' service in the U.S. Armed Forces
- he agreed to serve 6 years as an assigned member of a troop program unit in the Selected Reserve, 2 years as an assigned member of the IRR
- he would report to MEPS on 12 August 2014 to ship to Fort Benning, GA, for reception and One Station Unit Training for Military Occupational Specialty (MOS) 11B (Infantryman)

g. The applicant's record is void of a DD Form 4 showing he enlisted in the ARNG on 11 July 2014, and the record does not show that his initial enlistment was amended, voided, or corrected.

h. His record does contain an additional NGB Form 600-7-5-R-E completed and signed by the applicant on 11 July 2014, which shows, in pertinent part:

(1) He contracted for the Non-Prior Service SLRP incentive under the Selected Reserve Incentive Program (SRIP) and enlisted in the ARNG for a period of not less than six years (6x2 or 8x0). He also contracted as an enlisted Soldier for MOS 11B.

(2) He acknowledged with his signature that he understood the SLP addendum must be signed on the same date as the execution date of his DD Form 4 to include the Service Representative and Witness Officer in order for this addendum to be valid.

(3) Anniversary SLP payments would not exceed 15 percent or \$500.00 (whichever is greater) of the initial disbursed amounts that were approved upon the date of enlistment to include accrued interest. Payments on loans(s) that had a remaining outstanding balance(s) less than the maximum yearly repayment amount would only be eligible for that amount only. Loan(s) that had a zero balance would not be eligible for payment. The maximum annual payment amount would not exceed \$7,500 per year. He again acknowledged he had 12 disbursed loans in the amount of \$53,498.00.

(4) Payment(s) would be processed on the anniversary month of his enlistment for each satisfactory year of service, subject to the availability of funds.

(5) Section VI (Termination), he also acknowledged that the NPS SLP incentive may have been terminated with or without recoupment if the DD Form 4 or DA Form 4836 (Oath of Extension of Enlistment or Reenlistment) was signed before or after the date of enlistment, affiliation, or reenlistment/extension when a payment(s) was processed. The applicant authenticated he understood that he "must have completed an enlistment contract (DD Form 4) on the same date" as with the SLP addendum.

i. On 12 August 2014, the applicant entered Initial Active Duty for Training (IADT) to attend basic training and AIT for MOS 11B.

j. DD Form 214 (Certificate of Release or Discharge from Active Duty) shows he was released from IADT and was transferred to the [REDACTED] ARNG on 26 November 2014. He was awarded MOS 11B.

k. On 20 May 2015, by memorandum, the Deputy Chief, Personnel Policy Division, NGB, notified the Adjutant General of the [REDACTED] ARNG that the request for a criminal conviction waiver for the applicant to pursue an appointment as a commissioned officer through OCS was approved. The approval was based upon the recommendations of the [REDACTED] ARNG. All civil convictions are approved on a case-by-case basis. The approval should not be considered as precedent. Undisclosed or future incidents resulting in a conviction would result in the revocation of the waiver.

l. On 16 December 2019, NGB Form 22 (Report of Separation and Record of Service) shows the applicant was honorably released from the [REDACTED] ARNG and transferred to the U.S. Army Reserve Control Group (Annual Training). He completed 6 years net service. Item 5a (Rank) shows corporal (CPL).

4. In support of his case the applicant provides:

a. Page 4 of DA Form 5435 dated 11 July 2014, which shows a recoupment statement, statement of understanding, and certification by service representation.

b. Email between the applicant and his chain of command, dated 9 November 2017, 9 January, 24 May, 2 and 10 October 2018, 4 and 5 September 2019, which shows the applicant communicating with his chain of command and [REDACTED] ARNG Education Services Office about the status of his SLP. In relevant part, the applicant was informed that the original reason he was entitled to the SLP was based upon his contract as a 09S. Because he did not fulfill the necessary commissioning requirements, his incentive was terminated. Additionally, his original contract stipulated an eight-year service obligation, therefore the secondary enlistment contract that was written in 2014 was erroneous, inclusive of the new SLP addendum.

c. NGB Memorandum – Subject: Request for ETP for SLP (Applicant), dated 2 May 2019, wherein, the NGB Chief, Personnel Programs, Resources stated, in pertinent part, an ETP to retain the \$50,000.00 SLP is disapproved for the discrepancy: "did not meet eligibility for acceptance into the 09S program which violates Department of Defense Instruction 1205.21, paragraph 6.8."

(1) The applicant had pending legal charges in another State at the time of enlistment into the ARNG. The pending charges were the reason for dropping out of the 09S program for which he contracted.

(2) The discrepancy identified in paragraph 2 violates a Department of Defense

Instruction and the ARNG does not have the authority to approve this request. The State Incentive Manager will terminate the incentive without recoupment effective the contract start date since no payments had been made on the incentive. The applicant was referred to the ABCMR, if he believed an error or injustice still existed.

d. █ ARNG congressional response letter dated 6 August 2019, wherein the Deputy Director of Personnel/G1, █ ARNG, stated:

(1) The applicant enlisted into the █ ARNG with a SLP incentive contract on 17 December 2013 as an 09S (Commissioned Officer Candidate). The SLP contract would have entitled him to six (6) annual payments of 15 percent of the total loan disbursement, not to exceed \$7,500.00, for each year of satisfactory service. However, due to pending legal charges, the applicant dropped out of the 09S program for which he had contracted, terminating his incentive without recoupment. An ETP attached, was initiated by the applicant and disapproved by the NGB on 2 May 2019 for not meeting eligibility criteria as an 09S, violating Department of Defense Instruction 1205.21, paragraph 6.8.

(2) She believes the applicant's confusion stems from a new enlistment contract and student loan addendum that was initiated and filed on 11 June 2014 for Infantryman (11B) vice amending the original contract's MOS and unit of assignment. The applicant was never discharged from the military and therefore should not have signed a new contract of enlistment with incentives while serving on the original contract-initiated 17 December 2013. Our office will initiate another ETP based on the unauthorized second enlistment contract in the applicant's official file. This oversight was due to the █ ARNG's administrative error and not due to error on behalf of the applicant. If denied by NGB again, because technically he was not eligible for another incentive contract, he will have no recourse but to file an Army Board of Correction for Military Records (ABCMR) if he believes an injustice still exists.

e. Self-written statements dated 3 August 2023, in which reiterates his contentions. He also stated he never dropped out of the 09S program. He was told that he had no choice but to leave the program and had to go enlisted if he stayed in the █ ARNG. He was further told he would have to sign a new enlistment contract. Both statements can be reviewed in their entirety within the supporting documents.

BOARD DISCUSSION:

1. After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found relief is warranted. The Board found the available evidence sufficient to consider this case fully and fairly without a personal appearance by the applicant.

2. The Board found the circumstances surrounding the applicant's enlistment unfairly deprived him of the opportunity to meet the terms of his original SLRP contract. While the Board agreed that he should not have been allowed to sign a second SLRP contract because there was no basis for a second enlistment, the Board found the evidence supports modifying the original SLRP contract to align with the service he actually performed. Based on a preponderance of the evidence, the Board determined the applicant's record should be corrected to show the service he performed (6 years as an 11B).

BOARD VOTE:

Mbr 1 Mbr 2 Mbr 3

██████████	██████████	██████████	GRANT FULL RELIEF
:	:	:	GRANT PARTIAL RELIEF
:	:	:	GRANT FORMAL HEARING
:	:	:	DENY APPLICATION

BOARD DETERMINATION/RECOMMENDATION:

The Board determined the evidence presented is sufficient to warrant a recommendation for relief. As a result, the Board recommends that all Department of the Army and Army National Guard original contract of the individual concerned be corrected by showing he volunteered to serve 6 years as an 11B to align with the service he actually performed. As a result of this correction, payment should be made toward his student loans in accordance with the program's rules.

X ██████████

CHAIRPERSON
██████████

I certify that herein is recorded the true and complete record of the proceedings of the Army Board for Correction of Military Records in this case.

REFERENCES:

1. Title 10, USC, section 1552(b), provides that applications for correction of military records must be filed within 3 years after discovery of the alleged error or injustice. This provision of law also allows the ABCMR to excuse an applicant's failure to timely file within the 3-year statute of limitations if the ABCMR determines it would be in the interest of justice to do so.
2. Title 31, USC, section 3702, also known as the barring act, prohibits the payment of a claim against the Government unless the claim has been received by the Comptroller General within 6 years after the claim accrues. Among the important public policy considerations behind statutes of limitations, including the 6-year limitation for filing claims contained in this section of Title 31, USC, is relieving the government of the need to retain, access, and review old records for the purpose of settling stale claims, which are often difficult to prove or disprove.
3. Army Regulation (AR) 15-185 (ABCMR), states that the ABCMR begins its consideration of each case with the presumption of administrative regularity. It will decide cases based on the evidence of record and it is not an investigative body. The applicant has the burden of proving an error or injustice by a preponderance of the evidence. Paragraph 2-11 states that applicants do not have a right to a hearing before the ABCMR. The Director or the ABCMR may grant a formal hearing whenever justice requires.
4. Department of Defense Instruction (DODI) 1205.21 (Reserve Component Incentive Programs Procedures), dated 20 September 1999, states in:
 - a. Paragraph 6.2. (Written Agreements), as a condition of the receipt of an incentive covered by this Instruction, each recipient shall be required to sign a written agreement stating that the member has been advised of and understands the conditions under which continued entitlement to unpaid incentive amounts shall be terminated and which advance payments may be recouped. That agreement shall clearly specify the terms of the Reserve service commitment that authorizes the payment of the incentive to the member.
 - b. Paragraph 6.8. (Termination and Recoupment), if entitlement to an incentive is terminated for any reason before the fulfillment of the service described in the member's written agreement, that member shall not be eligible to receive any further incentive payments, except for payments for service performed before the termination date. Unless granted relief, as covered in paragraphs 6.6. (Relief from Termination) and 6.7. (Nonavailability), above, the member must refund a prorata [prorated] amount to the Government, if such termination is for any of the following reasons:

(1) "Fails to participate satisfactorily in required training during the entire period of service agreed to," in accordance with the written agreement, unless the failure to participate satisfactorily was due to reasons beyond the control of the member (i.e., death, injury, illness, or other impairment).

(2) Separates from the Selected Reserve for any reason (including enlistment or voluntary order to active duty in the active forces). Exceptions to recoupment are in paragraph 6.9.

(3) Moves to a non-bonus skill or unit, unless the move is required by the Reserve component.

(4) Fails to extend the contracted term of service for a period of authorized nonavailability.

5. National Guard Regulation 600-7 (SRIP) governs policies and procedures for the administration of the ARNG SRIP programs. In pertinent part:

a. Paragraph 1-24 (Termination of incentives) states, incentive eligibility and entitlement will stop when any of the termination reasons listed in paragraphs 1-25 and 1-26 or the applicable program chapters and sections apply. The Soldier will not be eligible to receive any further incentive payments, except for Service performed before the termination date. Termination of an incentive will not affect a Soldier's responsibility to serve their current statutory or contractual Service commitment. The unit commander or authorized unit representative will initiate termination procedures and inform the State Incentive Manager when a Soldier is not in compliance with the incentive terms and conditions.

b. Paragraph 1-25b (Termination with recoupment of incentives) states, termination with recoupment is defined as termination of the incentive with which a Soldier is entitled to a prorated incentive amount based on the number of months served satisfactorily prior to the incentive termination date. The Soldier may be required to pay funds back to the government or the Soldier may be entitled to a payment. Termination with recoupment will occur, if a Soldier —

(1) Fails to participate satisfactorily in required training during the entire period of Service agreed to per the written agreement, unless the failure to participate satisfactorily was due to reasons beyond the control of the member (that is, death, injury, illness, or other impairments).

(2) Fails to become Duty Area of Concentration Qualified (DAOCQ)/Duty Military Occupational Specialty Qualified (DMOSQ) in the AOC/MOS for which contracted per

the incentive addendum/agreement and within legally prescribed timelines. Termination is effective on the contract start date.

(3) "Incentive contracts signed before or after the execution date of enlistment, reenlistment or extension. Termination is effective on the contract start date."

c. Paragraph 1-26 (Termination without recoupment) provides that, the conditions under which termination without recoupment of incentives is warranted are prescribed in this paragraph and the applicable program chapters and sections of this regulation. The effective date of the termination will be the effective date of the action. Payments due prior to the effective date will be paid to the Soldier. In pertinent part, payments due after the effective date of the action will be canceled and will not be paid to the Soldier as follows:

(1) Fails to ship within the required time period per current SRIP policy. Termination effective date will be the contract start date.

(2) Fails to become DMOSQ in contracted incentive from date of enlistment per SRIP policy when no payments are authorized prior to DMOS/DAOC qualification. Termination effective date will be the contract start date. If time to complete training was extended due to no fault of the Soldier, it will be evaluated on a case by case basis per chapter 5 (Settlement Process).

d. Cases requiring further examination will be referred to the Chief of Incentives Oversight Branch (ARNG- HRM-I) for resolution and consideration for waiver or exception to determine if recoupment should be waived.

e. Section VII (Student Loan Repayment Program (SLRP), paragraph 2-23 (General) states, Public Law 99-145, section 671(a)(1), and Title 10, USC, section 16301 authorizes the education loan repayment program for qualified members of Selected Reserve enlisted personnel with loans made, insured, or guaranteed under part B of Title IV of the Higher Education Act of 1965 (Title 20 USC 1071 et seq.), any loan made under part D of such title (Title 20 USC 1087a et seq) or any loan made under part E of such title (Title 20 USC 1087aa et seq). Repayment of any such loan will be made on the basis of each complete year of service performed by the borrower. A Soldier must meet the eligibility criteria in accordance with governing law, DODI, Department of the Army, ARNG regulations or as outlined in the current Fiscal Year (FY) SRIP policy.

f. Paragraph 2-24 (Eligibility) states, the SLP may be offered to non-prior service applicant who meets the following requirements: (1) Enlist for a minimum of six (6) year obligation. (2) Enlist into a Critical Skill vacancy which is approved for SLP entitlement by DARNG as outlined in the current FY SRIP policy. Must have a pre-approval

authorized prior to signature date from the ARNG incentive management system in accordance with current FY SRIP policy.

6. National Guard Bureau Memorandum — Subject: The ARNG SRIP Policy for FY13, Effective 1 January 2013 through 30 September 2013 (Policy Number 13-01), in pertinent part:

a. Paragraph 17e(4) (Termination without Recoupment) states, the SLP incentive will be terminated without recoupment when a Soldier has a DD Form 4 (Enlistment/Reenlistment Document) or DA Form 4836 that was "signed before or after the date of enlistment," affiliation, or reenlistment/extension with no payments processed.

b. Paragraph 26 (Exceptions to Policy) states, the Division Chief of the Personnel Programs, Manpower, and Resources Division (ARNG-HRM) is the proponent for this policy and an O-6 in the NGB G-1 is the authority for ETP determinations. All ETPs will be initiated by the Soldier and routed through his or her chain of command to the State Incentive Manager and State G-1/MILPO and then on to the PEC 1ST for action. Approved or denied ETPs and supporting documents must be uploaded in iPERMS and in the Guard Incentive Management System (GIMS). All supporting ETP documents must be uploaded when submitting within the GIMS ETP module. All ETPs are evaluated on a case-by-case basis.

7. AR 621-202 (Army Educational Incentives and Entitlements) states to be eligible for the SLP incentive, a Soldier must contractually obligate himself or herself to serve satisfactorily for the full term of the contractual agreement. A member must execute a NGB Form 600-7-5-R-E on the same date of the service contractual agreement.

//NOTHING FOLLOWS//