

IN THE CASE OF: [REDACTED]

BOARD DATE: 24 January 2025

DOCKET NUMBER: AR20240003236

APPLICANT REQUESTS: reinstatement of her Student Loan Repayment Program (SLRP) agreement.

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

- Online Application, 6 March 2006
- signature page

FACTS:

1. The applicant states she is requesting correction for the decision to reject fulfilling her SLRP incentive that was committed to her in her 6-year contract. She signed an extension to continue serving her country despite not receiving the incentive promised to her in her first contract.
 - a. When she enlisted, her contract included an \$50,000.00 SLRP incentive towards her graduate student loan repayments attached to her military occupational specialty (MOS), to be disbursed annually directly to the Department of Education, additionally only one payment was made in 2018. In 2019, she accepted a civilian job which moved her from the [REDACTED] area to the [REDACTED] area. During the transfer, she was told that the MOS she held in [REDACTED] was not available in Washington and she would have to choose a different MOS.
 - b. She inquired about her SLRP and was told that if she chose another under capacity MOS she could submit an exception to policy for retaining her incentive. She remembers being told that an exception was filed in May 2021, because of this exception she went on to reclassify and joined her unit in Seattle.
 - c. While student loan repayments were frozen beginning in 2020, she was in-between units and unable to identify a point of contact for submitting the annual paperwork for her payments. It took several years and multiple different personnel to submit rounds of paperwork, for her to be told that the exception to policy was never submitted. The National Guard Bureau (NGB) rejected her paperwork and stated she had violated her contract when they finally received her paperwork in May of 2023.

d. This has created a financial hardship for her as she has had to resume payments on her student loans, without the incentive contractually promised to her by the Army. Additionally, it has placed an undue responsibility on her, as she did not voluntarily elect to transfer out of her MOS but was told the MOS was not available to her. There was not an option other than to reclassify, which should not have resulted in her losing the contractual incentive.

e. She expressed that her chain of command has been supportive of her in general and her decision to appeal the NGB decision. She remains committed to serving in the Army, she did not elect to transfer out of this MOS but was told it was not available to her.

2. A review of the applicant's service record shows:

a. On 29 December 2019, she enlisted in the District of Columbia Army National Guard (ARNG) for 8 years in MOS 31E (Corrections/Detention Specialist). In connection with her enlistment in the ARNG under the Selective Reserve Incentive Program (SRIP), NGB Form 600-7-5-R-E (Annex L to DD Form 4 (Enlistment/Reenlistment Document Armed Forces of the United States) SLRP Addendum ARNG shows she completed and signed a SLRP contract which states the following:

(1) Section II (Eligibility) –

(a) She understood that only those loans that had been disbursed prior to her date of enlistment are eligible for repayment under this contractual period. Loans disbursed after her date of enlistment were not eligible for repayment unless she reenlisted/extended for a period of not less than 6 years in the ARNG once she had reached her new extension/reenlistment eligibility window. The date of enlistment into the ARNG established the lifetime maximum amount that may be repaid.

(b) She had 4 disbursed loan(s) existing in the amount of \$67,412.00. The total amount of repayment for qualifying loan(s) would not exceed \$50,000.00 with annual repayments of 15 percent of the original balance of the loan(s), plus accrued interest or \$500.00 plus the accrued interest, whichever was greater, as established by Law. She was enlisting into the ARNG for a period of not less than six-years and was not enlisting as a Glossary Non-Prior Service (GNPS).

(c) She understood that the non-prior service (NPS) SLRP may not be combined with another loan repayment program, and she understood that the SLRP addendum must be signed on the same date as the execution date of her DD Form 4 to include the Service Representative and Witnessing Officer in order for this addendum to be valid.

(2) Section III (SLRP Payment) –

(a) Anniversary SLRP payments would not exceed 15 percent or \$500.00 (whichever was 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 \$7,500.00 per year. Payment(s) would be processed on the anniversary month of her enlistment for each satisfactory year of service, subject to the availability of funds.

(b) The applicant understood that the SLRP anniversary payment was not processed automatically. She had to continue each year to meet all requirements and her qualification had to be verified by the State Incentive/SLRP Manager. Additionally, the Service member was required to complete the following actions each year to initiate the repayment process; otherwise, she would not be eligible for payment. In pertinent part, the applicant would receive the DD Form 2475 from her State Incentive/SLRP Manager within 90 days prior to her anniversary payment date. The applicant understood that the ARNG would only repay on loans disbursed prior to her date of enlistment. Loan(s) disbursed after she enlisted were not eligible for repayment unless she reenlisted/extended for a period of not less than 6 years in the ARNG once she had reached her new extension/reenlistment eligibility window.

(3) Section IV (Suspension/ Reinstatement) – The applicant understood her SLRP incentive may be suspended, and no anniversary payments would be paid during the time of suspension if she entered into a period of non-availability in the Inactive National Guard, one suspension of non-availability may have been granted during the term of the incentive. Additionally, she understood that reinstatement and resumption of subsequent SLRP payments following a period of non-availability was not guaranteed.

(4) Section VI (Termination) – She understood the SLRP incentive may be terminated with recoupment for erroneous receipt of anniversary payments or overpayment of anniversary payment.

(5) VIII (Statement of Understanding) –

(a) The applicant had read this entire SLRP addendum and understood all of the statements concerning her enlistment incentive. She also understood that this addendum would be void if she did not meet all of the requirements at the time of signature. If the incentive was terminated, suspended, or recouped, she understood that it did not affect the terms of her contractual agreement. No other promises had been made to her in connection with the addendum.

(b) She understood it was her responsibility for maintaining her loans in good standing, it was her responsibility if she encountered problems with her SLRP repayment to contact her unit commander or their representative for assistance.

b. On 29 May 2018, she entered on active duty for training. Her DD Form 214 (Certificate of Release or Discharge from Active Duty) shows she was honorably released from active duty for training on 28 September 2018, in the grade of E-4, in the MOS of 31E.

c. Orders 000321895.00, dated 13 April 2020, shows the applicant transferred units for the purpose/reason of Army National Guard interstate transfer.

d. She entered active duty on 29 July 2020. Her DD Form 214 shows she was honorably released from active duty on 21 August 2020 in the MOS of 31E. She completed 23 days of active duty service.

e. She entered active duty for training on 7 March 2021. Her DD Form 214 shows she was honorably released from active duty for training on 4 May 2021 in the MOS of 68J (Medical Logistics Specialist). She completed 1 month and 28 days of active duty service.

f. On 17 October 2023, the NGB, Chief of G1 Operations Division, denied the applicant's request for an exception to policy, stating she enlisted in the MOS of 31E, which entitled her to a \$50K SLRP incentive. She conducted an interstate transfer on 23 April 2020 and changed her MOS to 68J, due to her transfer to a different MOS other than her contracted MOS, she violated the Fiscal Year 2018 SRIP policy and made her ineligible to receive the SLRP incentive.

3. On 31 October 2024, the Chief, Special Actions Branch, NGB, provided an advisory opinion in this case. It was the recommendation of the office that the applicant's request be denied. The applicant received a payment for Fiscal Year 2019 on 13 June 2019, in the maximum yearly amount of \$7,500.00. She interstate transferred to the Washington Army National Guard and applied for an exception to policy to retain her SLP benefit. The applicant stated that during the interstate transfer process she was made aware from the Washington Army National Guard interstate transfer coordinator that retaining her SLP incentive was not guaranteed. The NGB denied the exception to policy on 17 October 2023 because the applicant voluntarily changed her MOS to 68J and contracted as a 31B. Additionally stating, in accordance with SRIP FY18 policy the applicant cannot retain her SLP benefit after interstate transfer and voluntarily changing her MOS.

4. National Guard Regulation 600-7, currently in effect, states the SLP may be offered to Prior Service enlistees, and current ARNG members. Soldiers who previously

contracted for SLRP in the Selected Reserve are only entitled to the maximum benefit established by the original contract, minus any amount previously paid under the contract. Soldiers who have previously contracted for SLRP and have completed the contract term in the Selected Reserve are not authorized another SLRP.

BOARD DISCUSSION:

After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found that relief was not warranted. The Board carefully considered the applicant's record of service, documents submitted in support of the petition, and executed a comprehensive review based on law, policy, and regulation. The Board reviewed and concurred with the advisory opinion provided by the Chief, Special Actions Branch, National Guard Bureau indicating the applicant voluntarily changed her duty military occupational specialty (MOS) from her contracted MOS. The Board concluded based on this, relief was not warranted.

BOARD VOTE:

Mbr 1 Mbr 2 Mbr 3

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

BOARD DETERMINATION/RECOMMENDATION:

The evidence presented does not demonstrate the existence of a probable error or injustice. Therefore, the Board determined the overall merits of this case are insufficient as a basis for correction of the records of the individual concerned.

5/22/2025



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. National Guard Regulation 600-7 (Selected Reserve Incentive Programs (SRIP)) governs policies and procedures for the administration of the Army National Guard SRIP programs. In pertinent part, the regulation states:
 - a. Paragraph 1-20c (Incentive Payments) states, the unit commander must ensure that Soldiers are counseled when they enlist, reenlist/extend, affiliate, commission or appoint for an incentive that they will not receive payments immediately. Payments will only be processed through personnel and pay channels for payment upon verification of all required contractual documentation. Paragraph 1-20d states, the State Incentive Manager, in accordance with regulatory and SRIP policy guidance, will verify the following: (1) Continued eligibility for payment and correct due date. (2) Suspension reason and correct suspension date. (3) Termination reason and correct termination date.
 - b. Paragraph 1-26 (Termination without recoupment) states, the conditions under which termination without recoupment of incentives is warranted are prescribed in this paragraph and also 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. Payments due after the effective date of the action will be canceled and will not be paid to the Soldier.
 - c. Section VII (Student Loan Repayment Program), paragraph 2-24a states, in pertinent part, the SLRP may be offered to non-prior service applicant who enlists for a minimum of six-year obligation. Paragraph 2-24b states, in pertinent part, the SLP may be offered to Prior Service enlistees, and current ARNG members who meet the following requirements: (1) Soldiers who previously contracted for SLP in the Selected Reserve (SELRES) are only entitled to the maximum benefit established by the original contract, minus any amount previously paid under the contract. (2) Enlist/affiliate or reenlist/extend for a minimum of three years.
 - d. Paragraph 2-27 (Entitlement) states, repayment of such loan(s) annotated in Section 2-25 (Eligible Loans) shall be made on the basis of each complete year of service performed by the borrower. The portion or amount of a loan that may be repaid under Section 2-25 is 15 percent or \$500.00, whichever is greater, for each year of service, plus the amount of any interest that may accrue during the current year.
2. Army Regulation 621-202 (Army Educational Incentives and Entitlements) prescribes Army-unique policies, responsibilities, and procedures for the administration of veterans' education programs and education incentives authorized by law, and provides information on Title 38, U.S. Code (USC), Chapter 30 (38 USC Chapter 30), 38 USC Chapter 32, 38 USC Chapter 33, 10 USC Chapter 1606, and 10 USC Chapter 1607.

a. Chapter 6 (Student Loan Repayment Program - Reserve Components (U.S. Army Reserve and Army National Guard)), paragraph 6-1 (Authority) states, this chapter provides policy and guidance for the administration of the SLP. The SLP is authorized under Title 10, USC, section 16301, which establishes the SLP for qualified Selected Reserve (SELRES) personnel.

b. Paragraph 6-2 (Eligibility) states, to be eligible for the SLP incentive, a Soldier must contractually obligate himself or herself to serve satisfactorily per AR 135-91. A Soldier must serve in the SELRES for the full term of the contractual agreement. Continued receipt of the SLP or Montgomery GI Bill-SR on transfer from Army National Guard of the United States (ARNGUS) to the United States Army Reserve (USAR) or from the USAR to the ARNGUS will be managed in accordance with AR 601-210. In pertinent part, an eligible Soldier is one who:

(1) Contracts to serve in the SELRES of the ARNGUS or USAR in a military occupational specialty (MOS) or unit authorized under the SRIP. Executes NGB Form 600-7-5-R-E (ARNG Student Loan Repayment Program Addendum) on the same date of the Service contractual agreements (DD Form 4, DA Form 4836, or assignment order).

(2) Enlists, reenlists, immediately or indefinitely reenlists, extends, is appointed, or is reappointed in the SELRES per Army Regulation 140-111, Army Regulation 601-210, Army Regulation 601-280, or National Guard Regulation 600-200.

(3) If contracting for a term of service in the SELRES as (1) A non-prior service Soldier must meet requirements listed in AR 601-210. (2) A prior service or in-service Soldier must meet requirements listed in AR 601-210. (3) For a Soldier released from active duty (REFRAD) from the Regular Army, with a remaining service obligation (RMSO) upon reassignment to a USAR and/or ARNG Troop Program Unit (TPU) contracted by TPU officials for SLP, the following applies: (a) May not be contracting for SELRES service to gain entitlement to increased educational assistance under the Montgomery GI Bill (MGIB – SR) 2x4 Program. (b) Upon transfer into the USAR/ARNG has at least 3 years remaining on their statutory military service obligation. (c) Soldiers who transfer into a TPU who have less than 3 years (6 years for ARNG) remaining on their RMSO must reenlist for a term of service that is by whole years, equal to or greater than the remaining term of the RMSO (but not less than 3 years) per AR 140-111.

//NOTHING FOLLOWS//