

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 6 February 2025

DOCKET NUMBER: AR20240004552

APPLICANT REQUESTS: correction of his record to show he is authorized to receive the \$15,000 Non-Prior Service Enlistment Bonus (NPSEB) he contracted for in 2009.

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

- DD Form 149 (Application for Correction of Military Record)

FACTS:

1. The applicant states he received notice of a possible unpaid incentive disbursement. His NPSEB was not paid.
2. On 3 June 2009, the applicant enlisted in the Army National Guard of the United States for a period of 8 years, with service in the Florida Army National Guard (FLARNG) for 6 years. A DD Form 1966 (Record of Military Processing – Armed Forces of the United States) shows in block 32a (Specific Option/Program Enlisted For) he enlisted to serve in a FLARNG field artillery unit and to be trained for military occupational specialty (MOS) 13P (Multiple Launch Rocket System Fire Direction Specialist). His record does not include an NPSEB Annex with his enlistment contract.
3. A DD Form 214 (Certificate of Release or Discharge from Active Duty) shows the applicant completed initial entry training on 1 November 2009 and was awarded MOS 13B (Cannon Crewmember). He was transferred to his FLARNG unit upon completion of training.
4. A memorandum from the State Incentive Manager, Office of the Adjutant General, Florida National Guard, subject, Notification of Incentive Eligibility Termination, 6 October 2015, advised the applicant that discrepancies found in his incentive contract required eligibility termination with recoupment. The basis for the termination and recoupment was a National Guard Bureau (NGB) denial of an exception to policy (ETP) to allow him to retain a \$15,000 NPSEB. The recoupment amount was to be \$7,500 (i.e., the amount of the first of three installments).

a. In its denial of the ETP, NGB cited three discrepancies:

- the applicant was not serving in the MOS for which he contracted
- his contract/bonus addendum was missing a signature date from the witnessing official and was missing a signature from the service representative
- his bonus control number was requested for a different bonus type which violated ARNG Selected Reserve Incentive Policy

b. In its denial of the ETP, NGB confirmed that the amount of the incentive was to be \$15,000 and advised the applicant he could file a claim with the Army Board for Correction of Military Records.

5. On 13 January 2025 during the processing of this case, the Chief, Special Actions Branch, NGB, provided an advisory opinion recommending approval of the applicant's request. The advisory official stated:

a. The Soldier enlisted in the FLARNG with a \$15,000 NPSEB for 3 June 2009 to 2 June 2015 as a 13P. The bonus was established in the Guard Incentive Management System (GIMS) to be paid in three payments: the first 50% upon MOS qualification, the second 20% on the third anniversary of his enlistment and the final 30% on the sixth-year anniversary of his enlistment.

b. After review of the Soldier's GIMS profile, the Soldier received the first payment of \$7,500 upon qualification of 13P MOS on 02 November 2009. The Soldier was notified via certified mail that the incentive was being terminated for an administrative error on the NGB Form 600-7-1-R-E (Bonus addendum). The FLARNG submitted an ETP request to the NGB's incentives office to allow the Soldier to keep the bonus for the administrative error through no fault of his own. The ETP was denied and the first payment of \$7,500 was recouped effective 3 June 2009. The Soldier served the remainder of his contract in the critical skill MOS and UIC that was eligible for the bonus.

c. It is the recommendation of this office that the applicant's request be approved. The Soldier met the requirements per his bonus addendum and Selected Reserve Incentive Policy for Fiscal Year 2009. The Soldier should be paid \$15,000 per his enlistment contract signed 3 June 2009 as he accepted the bonus in good faith and the administrative error was of no fault of his own. The Soldier continues to serve in the FLARNG and has completed additional contracts with bonuses.

6. The applicant was provided a copy of the advisory opinion for his review and comment. As for this writing, he has not responded.

BOARD DISCUSSION:

1. After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found relief was warranted.

2. The applicant’s contentions, the military record, the conditions of his NPSEB incentive, the actions taken by the NGB regarding an ETP request regarding the incentive and the recoupment of funds. The Board considered the review and conclusions of the National Guard Bureau advising official that recommended approval due to the identification of an administrative error, the applicant’s completion of the service required by his contract and his continued service in the FLARNG. Based on a preponderance of evidence, the Board determined that the applicant served in good faith and met the obligations of his bonus addendum and should be entitled to receive the entirety of his bonus.

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 records of the individual concerned be corrected by:

- restoring the applicant's eligibility for a \$15,000 NPSEB;
- showing that he met all the requirements as stated in the bonus addendum;
- paying him the entire amount of the incentive (bonus) per his enlistment contract signed 3 June 2009.

[REDACTED]

[REDACTED]

[REDACTED]

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. Department of Defense Instruction (DoDI) 1304.21 (Enlisted Bonus Program) states the Secretaries of the Military Departments may pay a bonus under the Enlisted Bonus Program (in accordance with Title 37, United States Code (USC), section 331) to persons or members, as appropriate, to support recruiting and retention efforts in designated military skills, career fields, units, or grades, or to meet some other condition or conditions of service imposed by the Secretary of the Military Department concerned. To be eligible the member signs an agreement with the Secretary of the Military Department concerned to serve on active duty or in an active status for a specified period, in a designated military specialty or skill, career field, unit, or grade, successfully completes training and becomes qualified in a designated skill or career field, if completion of such training and technical qualification forms the basis for which the bonus is paid.

2. DoDI 1205.21 (Reserve Component Incentive Programs Procedures), currently in effect, requires each recipient of an incentive to sign a written agreement stating 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. The agreement must clearly specify the terms of the Reserve Service commitment that authorizes the payment of the incentive.

3. The Barring Act, Title 31, USC, section 3702 states that the Secretary of Defense shall settle claims involving uniformed service members' pay, allowances, travel, transportation, payments for unused accrued leave, retired pay, and survivor benefits. A claim against the Government presented under this section must contain the signature and address of the claimant or an authorized representative. The claim must be received by the official responsible under subsection (a) for settling the claim or by the agency that conducts the activity from which the claim arises within 6 years after the claim accrues. A claim that is not received in the time required under this subsection shall be returned with a copy of this subsection, and no further communication is required.

//NOTHING FOLLOWS//