

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 20 November 2024

DOCKET NUMBER: AR20240005399

APPLICANT REQUESTS: cancellation, remission, or to waive her Reserve Officers' Training Corps (ROTC) debt in lieu of service.

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

- DD Form 149 (Application for Correction of Military Record)
- DD Form 4 (Enlistment/Reenlistment Document - Armed Forces of the United States), 29 October 2019
- DA Form 597-3 (Army Senior ROTC Scholarship Cadet Contract), 29 October 2019
- DD Form 785 (Record of Disenrollment from Officer Candidate - Type Training), 17 December 2021
- DD Form 4, 10 August 2023
- Defense Finance and Accounting Service-Indianapolis (DFAS-IN) Debt and Claims statement, 18 January 2024

FACTS:

1. The applicant states:

a. She is requesting to serve in lieu of paying back her ROTC DFAS debt. She has been on Active Duty orders since 5 September 2023 and enlisted on 10 August 2023. She is aware that instead of having to pay the debt back, she is allowed to serve in lieu of, thus, she is submitting this form to correct her military record. Once completing her training and accepted into a commissioning program, she does plan on serving time as an officer as well.

b. She believes this correction should be made because based on her disenrollment, two options were given to her. It was either serve in lieu of or pay back the debt. She knew that she was going to serve in the military as a part of her patriotic duty, however, she wanted to finish school first. Now that she has graduated, she made the choice to enlist and fulfill her duty along with using her time in service to count towards/waive her debt.

2. A review of the applicant's service records show:

a. On 29 October 2019, the applicant enlisted in the U.S. Army Reserve (USAR) as a Cadet. DA Form 597-3 (Army Senior ROTC (SROTC) Scholarship Cadet Contract) shows she enrolled in the University of Hawaii – Manoa ROTC program. In pertinent part, it states:

(1) She agreed to maintain at least a 2.0 on a 4.0 or equivalent scale, cumulative and semester or quarter academic Grade Point Average (GPA) in all ROTC courses. She acknowledged that she understood and agreed that failure to maintain the minimum ROTC courses GPA may subject her to disenrollment from the ROTC program.

(2) Under the terms of this contract, the Secretary of the Army or his or her designee, may order her to active duty as an enlisted Soldier, if she was qualified, for a period of not more than four years if she failed to complete the ROTC program. If she was disenrolled after the point of obligation, she may be ordered to active duty based upon the year during which her disenrollment was initiated.

(3) If she was disenrolled from ROTC, she understood the Secretary of the Army, or his or her designee, retained the prerogative to either order her to active duty or order monetary repayment of her scholarship benefits. Therefore, if she was required to repay her advanced educational assistance under the terms of this contract, her subsequent enlistment in an Armed Service will not relieve her from her repayment obligation.

b. On 9 September 2021, the University of Hawaii, Professor of Military Science (PMS) notified the applicant that he was initiating her disenrollment from the ROTC program under the provisions of Army Regulation (AR) 145-1 (Senior ROTC Program: Organization, Administration and Training), paragraph 3-43a(6), based on her failure to maintain a minimum semester GPA of 2.0 on a 4.0 scale in all ROTC courses which constitutes, either individually or collectively, a breach of the terms of her SROTC contract with the U.S. Army. As a consequence, effectively immediately, the PMS placed the applicant on leave of absence pending disenrollment.

c. On 21 October 2021, the applicant acknowledged receipt of the notification and declined a delayed and expedited call to duty. The applicant also waived her rights.

d. On 1 November 2021, the PMS recommended she be disenrolled from the ROTC program and further recommended she be required to payback her scholarship benefits.

e. On 3 December 2021, the Headquarters Eighth Brigade Commander strongly recommended the applicant be disenrolled from the University of Hawaii ROTC based on her failure to maintain a minimum semester GPA of 2.0 on a 4.0 scale in all ROTC

courses. Additionally, he concurred with the PMS recommendation for the recoupment of expended scholarship funds of \$22,400.00 for the applicant in lieu of her serving on Active Duty as an Enlisted Soldier to fulfill her contractual obligation.

f. On 16 December 2021, the Headquarters, U.S. Army Cadet Command and Fort Knox, Commanding General disenrolled the applicant from the ROTC program due to her failure to maintain a minimum semester GPA of 2.0 on a 4.0 scale in all ROTC courses. When the ROTC scholarship contract is breached, any obligation to the Army must be satisfied by repaying the cost of advanced education assistance provided by the Army. The total amount of monies spent in support of her education was \$22,400.00. A U.S. Army Advanced Education Financial Assistance Record (DA Form 5315-E) detailing the debt was provided to the applicant. She was also informed of the requirement to repay the ROTC debt and was afforded the option to repay the monies in a lump sum payment or to establish a repayment plan.

g. On 10 August 2023, DD Form 4 shows the applicant enlisted in the USAR, in the rank/grade of private first class/E-3 for a period of 6 years. In connection with her USAR enlistment:

(1) Selected Reserve Incentive Program – Enlistment Bonus Addendum shows she enlisted for 6 years in the USAR and agreed to serve her initial 6 years in a bonus unit, or in bonus Military Occupational Specialty (MOS) 25B (Information Technology Specialist), unless excused for the convenience of the Government, to include normal career progression. She was entitled to the Non-Prior Service Enlistment Bonus(es) in the amount of \$17,000.00. She established eligibility for a \$10,000.00 Enlistment bonus. Upon her agreement to attend Initial Active Duty for Training (IADT) during the specified time period, designated by current USAR Policy, she was authorized the amount of \$7,000.00 for agreeing to ship to training during the specified time period. She understood the maximum total bonus amount cannot exceed \$20,000.00. For Soldiers enlisting for the Non-Prior Service Quick Ship Bonus, a lump sum payment will be made for the total authorized bonus amount, after completing initial active duty for training and successfully qualifying in the MOS.

(2) Student Loan Repayment Program Addendum shows she contracted for completion of initial active duty for training and qualification in MOS 25B which Headquarters, Department of the Army had approved for a maximum of \$30,000.00 in loan repayments.

h. On 29 August 2023, the Military Entrance Processing Station, Pearl Harbor, HI, published Orders Number 3248035, which ordered the applicant to IADT on 5 September 2023.

i. On 1 April 2024, Headquarters, U.S. Army Cyber Center of Excellence, Fort Eisenhower, GA, published Orders Number 092-004, which awarded the applicant MOS 25B1O, effective 23 April 2024.

j. On 25 April 2024, she was honorably released from active duty and was transferred to her USAR unit in Hawaii. DD Form 214 shows she completed 7 months and 21 days of net active service this period.

k. The applicant's military service record does not show she enlisted in the Regular Army.

3. The applicant provides:

a. DD Form 785 dated 17 December 2021, which shows she was disenrolled from the ROTC program based on her failure to maintain a minimum semester ROTC GPA of 2.0 on a 4.0 scale, and she was recommended as an average candidate for future acceptability for other officer training.

b. DFAS-IN Debt and Claims statement dated 18 January 2024, which shows a total balance due in the amount of \$24,631.73.

#### BOARD DISCUSSION:

1. 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 and standard review based on law, policy and regulation. Upon review of the applicant's request, available military records, the Board determined there was insufficient evidence based on the facts and circumstances from University of Hawaii, Army ROTC and the US Army Cadet Command. Evidence in the records show the applicant's disenrollment due to breach of her ROTC contract-based on failure to maintain a minimum semester ROTC GPA of 2.0 on a 4.0 scale. The Board agreed there was insufficient evidence to support the applicant's endorsement for remission, or to waive her Reserve Officers' Training Corps (ROTC) scholarship debt in the amount of \$24,631.73 in lieu of service.

2. The Board noted, the applicant was honorably released from active duty and was transferred to her USAR unit in Hawaii. Her DD Form 214 shows she completed 7 months and 21 days of net active service this period. Although the applicant joined the USAR in September 2013, which doesn't satisfy the contractual obligation for this debt. The applicant's record is absent any evidence she enlisted into the regular army. The Board determined at the time of her disenrollment, the applicant declined a call to active

duty in lieu of monetary repayment. Based on a preponderance of evidence, the Board determined contractual and regulatory guidance were not met. Therefore, relief was denied.

BOARD VOTE:

<u>Mbr 1</u>	<u>Mbr 2</u>	<u>Mbr 3</u>	
:	:	:	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.

X//Signed//

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. AR 145-1 (Senior ROTC Program: Organization, Administration and Training), in effect at the time, prescribes policies and general procedures for administering the Army's Senior Reserve Officers' Training Corps Program. It provides that a scholarship cadet may be disenrolled only by the Commanding General, ROTC Cadet Command.

The Commanding General, ROTC Cadet Command, is the only authority for discharge of scholarship cadets.

a. Scholarship students may be required to repay all or part of their scholarship financial assistance.

b. Paragraph 3-43 (Disenrollment Criteria) subparagraph a(6) provides that non-scholarship and scholarship cadets will be disenrolled for failure to maintain a minimum semester or quarter cumulative academic GPA [grade point average] of 2.0 on a 4.0 scale or higher if required by the school and at least a 3.0 on a 4.0 scale or equivalent semester or quarter and cumulative average in all ROTC courses.

c. Paragraph 3-44 (Discharge and Separation from the USAR) provides that cadets assigned to the USAR Control Group (ROTC) may be discharged or separated for the convenience of the Government for termination of a scholarship. Cadets called to active duty for breach of the terms of their ROTC contract will serve periods of active duty as specified in their contract.

2. Title 10, United States Code (USC), section 2005 (Advanced Education Assistance: Active Duty Agreement; Reimbursement Requirements), provides that the Secretary concerned may require, as a condition to the Secretary providing advanced education assistance to any person, that such person enter into a written agreement with the Secretary concerned under the terms of which such person shall agree:

a. To complete the educational requirements specified in the agreement and to serve on active duty for a period specified in the agreement.

b. That if such person failed to complete the education requirements specified in the agreement, such person would serve on active duty for a period specified in the agreement (usually a four-year enlistment at the grade of "E-1", in a MOS at the needs of the Army).

c. That if such person does not complete the period of active duty specified in the agreement, or does not fulfill any term or condition prescribed, such person shall be subject to the repayment provisions of Title 37, USC, section 303a(e); and

d. To such other terms and conditions as the Secretary concerned may prescribe to protect the interest of the United States.

3. AR 600-4 (Remission or Cancellation of Indebtedness) provides policy and instructions for submitting and processing packets for remission or cancellation of indebtedness to the Army. Requests for remission or cancellation of indebtedness must be based on injustice, hardship, or both. In accordance with the authority of Title 10,

USC, section 7837 and/or Title 32, USC section 710(c), the Secretary of the Army may remit or cancel a Soldier's debt to the U.S. Army if such action is in the best interests of the United States.

4. Title 10, USC, section 7837 (Settlement of accounts: remission or cancellation of indebtedness of members) states, the Secretary of the Army may have remitted or cancelled any part of the indebtedness of a person to the United States or any instrumentality of the United States incurred while the person was serving as a member of the Army, whether as a Regular or a Reserve in active status, but only if the Secretary considers such action to be in the best interest of the United States.

5. AR 15–185 (Army Board for Correction of Military Records) prescribes the policies and procedures for correction of military records by the Secretary of the Army, acting through the Army Board for Correction of Military Records (ABCMR). In pertinent part, it states that the ABCMR begins its consideration of each case with the presumption of administrative regularity. The applicant has the burden of proving an error or injustice by a preponderance of the evidence. The ABCMR will decide cases based on the evidence of record. It is not an investigative agency.

//NOTHING FOLLOWS//