

SUMMARY OF THE RECORD

On July 31, 2001, the applicant enlisted in the Coast Guard for four years, through July 30, 2005. On June 10, 2002, he extended his enlistment for four months, through November 30, 2005, to obligate sufficient service to attend school. The applicant attended ██████ "A" School from September 30, 2002, to February 14, 2003.

Figure 2-2 of the Training and Education Manual indicates that members attending "A" School for 19 weeks are required to have 31 months of obligated service after completion of the school. Article 2.A.2.a.(11) of the manual provides that "[t]his period of obligated service will commence on the date of graduation from "A" school. Applicant's [sic] not having the necessary active duty obligated service requirement for "A" school remaining on their present contract, must reenlist or sign an Agreement to Extend Enlistment to cover the required period prior to departing their unit for school."

VIEWS OF THE COAST GUARD

On March 16, 2004, the Judge Advocate General of the Coast Guard submitted an advisory opinion in which he recommended that the Board grant the applicant's request. He based his recommendation on a memorandum on the case prepared by the Coast Guard Personnel Command (CGPC).

CGPC stated that under Article 2.A.2.a.(11) of the Training and Education Manual, members completing a class "A" school with a duration of 19 weeks must have a minimum of 31 months of obligated service remaining prior to reporting for school. CGPC stated that the applicant's extension contract was prepared based on a projected start date for the school, but "the applicant's class "A" school convened earlier than anticipated." Because the applicant completed "A" School on February 14, 2003, CGPC stated, he need only have obligated service through September 30, 2005. Therefore, CGPC recommended that the Board correct the term of the applicant's extension contract to two months.

APPLICANT'S RESPONSE TO THE VIEWS OF THE COAST GUARD

On March 17, 2004, the BCMR sent the applicant a copy of the views of the Coast Guard and invited him to respond within 30 days. No response was received.

FINDINGS AND CONCLUSIONS

The Board makes the following findings and conclusions on the basis of the applicant's military record and submissions, the Coast Guard's submissions, and applicable law:

1. The Board has jurisdiction over this matter pursuant to the provisions of 10 U.S.C. § 1552. The application was timely.

2. The applicant attended ██████ "A" School from September 30, 2002, to February 14, 2003. Although this period is 20 weeks long, CGPC stated that the training lasted for 19 weeks in total.¹ In accordance with Figure 2-2 and Article 2.A.2.a.(11) of the Training and Education Manual, members such as the applicant who attend "A" School for 19 weeks are required to have 31 months of obligated service remaining upon the date of graduation. Therefore, to attend the school, the applicant was required to have obligated service through September 14, 2005.

3. The termination date of the applicant's original enlistment contract was July 30, 2005. Therefore, to attend the school, he need only have extended his enlistment for two months, from July 31, 2005, to September 30, 2005.

4. The applicant alleged and CGPC admitted that the applicant signed the four-month extension contract based on a projected start date for the "A" School that was erroneous in that the school actually began about two months earlier than anticipated. The Board finds that the term of the extension contract is therefore in error and that the applicant is entitled to the correction he has requested.

5. Accordingly, relief should be granted.

[ORDER AND SIGNATURES APPEAR ON NEXT PAGE]

¹ The Board assumes that there was a one-week school holiday in December.

ORDER

The application of xxxxxxxxxxxxxxxxx, USCG, for correction of his military record is granted. The Coast Guard shall correct the term of his extension contract dated June 10, 2002, from four months to two months.

