



On 18 October 2012, you reenlisted for 4 years and 2 months with an End of Current Contract (ECC) of 17 December 2016. Block B8b (Remarks) listed, "I do not desire payment of my lump-sum leave."

On 15 March 2016, you signed an agreement to extend enlistment for 16 months with an End of Active Service (EAS) of 17 April 2018 in order to gain obligated service for assignment to Monitored Command Codes █

On 22 November 2017, you reenlisted for 4 years and 5 months with an ECC of 21 April 2022. Block B8b (Remarks) listed, "I do not desire payment of my lump-sum leave."

On 4 April 2019, you signed an agreement to extend enlistment for 5 months with an EAS of 21 September 2022 in order to extend enlistment for a period of 5 months for obligated service for PCSO [Permanent Change of Station] to █

On 26 April 2022, you reenlisted for 2 years with an ECC of 25 April 2024. Block B8b (Remarks) listed, "I do not desire payment of my lump-sum leave."

On 27 October 2023, you notified Collateral Career planner that you would like to sell back 40 days of leave.

On 1 December 2023, you reenlisted for 4 years with an ECC of 30 November 2027. Block B8b (Remarks) listed, "I do not desire payment of my lump-sum leave."

In accordance with Marine Corps Total Force System (Leave Balance 610 Remarks), your leave balances at the end of November 2023 were 57.5 days and your leave balance at the end of July 2024 was 63.5 days.

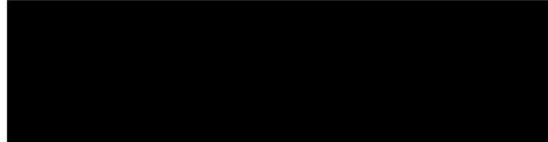
On 23 April 2024, you signed an agreement to extend enlistment (NAVMC 321A) for 18 months with an EAS of 30 May 2029 in order to meet obligated service for assignment to █. Furthermore, this was your first voluntary extension of current enlistment.

You requested to sell back 40 days of leave in conjunction with your reenlistment, the Board in its review of your entire record and application, carefully weighed all potentially mitigating factors, to include your assertions. You presented an email chain between yourself and the Collateral Career Planner as evidence of coordination for the election and the Board concluded the emails indicate that you intended to sell back 40 days of leave. However, the Board concluded that you signed your reenlistment contract that stated that, "I do not desire payment of my lump-sum leave." Furthermore, that by signing your reenlistment document, you were agreeing to the terms listed. Additionally, on 23 April 2024, you signed NAVMC 321A agreeing to extend enlistment for 18 months. In accordance with MCO 1040.31, because this was the first extension to a contract, you had the opportunity to make an election of whether or not to receive payment of LSL and no such election was listed. Therefore, the Board determined that no change to your record is warranted.

You are entitled to have the Board reconsider its decision upon submission of new matters, which will require you to complete and submit a new DD Form 149. New matters are those not previously presented to or considered by the Board. In this regard, it is important to keep in mind that a presumption of regularity attaches to all official records. Consequently, when applying for a correction of an official naval record, the burden is on the applicant to demonstrate the existence of probable material error or injustice.

Sincerely,

8/26/2024



Deputy Director

Signed by: 