



DEPARTMENT OF THE NAVY
BOARD FOR CORRECTION OF NAVAL RECORDS
701 S. COURTHOUSE ROAD, SUITE 1001
ARLINGTON, VA 22204-2490

██████████
Docket No. 9897-24
Ref: Signature Date

██████████
██████████
██████████████████████

Dear ██████████,

This is in reference to your application for correction of your naval record pursuant to Section 1552 of Title 10, United States Code. After careful and conscientious consideration of relevant portions of your naval record and your application, the Board for Correction of Naval Records (Board) found the evidence submitted insufficient to establish the existence of probable material error or injustice. Consequently, your application has been denied.

A three-member panel of the Board, sitting in executive session, considered your application on 20 February 2025. The names and votes of the members of the panel will be furnished upon request. Your allegations of error and injustice were reviewed in accordance with administrative regulations and procedures applicable to the proceedings of this Board. Documentary material considered by the Board consisted of your application, together with all material submitted in support thereof, relevant portions of your naval record and applicable statutes, regulations, and policies. In addition, the Board considered the advisory opinion contained in Office of the Chief of Naval Operations memorandum 1533 Ser N133/193 of 6 November 2024 and your response to the opinion.

On 11 May 2023, you signed an Enlistment/Reenlistment Document – Armed Forces of the United States (DD Form 4) for 8 years under the following conditions: “If this is an initial enlistment, I must serve a total of eight (8) years, unless I am sooner discharged or otherwise extended by the appropriate authority. This eight-year service requirement is called the Military Service Obligation. The additional details of my enlistment/reenlistment are in Section C and Annex(es) (*list name of Annex(es) and describe*) Nuclear Propulsion Officer Candidate (NUPOC) Program Service Agreement. NAVCRUIT 1131/120 (Rev. 10-2020).”

On 11 May 2023, you signed a Nuclear Propulsion Officer Candidate (NUPOC) Program Service Agreement (NAVCRUIT 1131/120) listing the following: “Having volunteered for training under the NUPOC program, designator 1160 (Surface Warfare Officer - Nuclear) or 1170 (Submarine Warfare Officer), I hereby acknowledge that: ...

“The Nuclear Officer Accession Bonus [NOAB] may be recouped per the provisions of SECNAVINST 7220.11.”

On 11 May 2023, you notified Commander, Navy Personnel Command (PERS-42) via Commander, Navy Recruiting Command (N313) that “I hereby apply for nuclear training per reference (a) [MILPERSMAN 1520-050].”

“I DO desire submarine training.”

“I understand the service requirements contained in reference (a), and I agree not to resign my commission and to remain on active duty for the period of instruction.”

“I expect to be available to commence training per Order No.23-059 dated 5/11/2023.”

“I have read reference (a) and upon acceptance for nuclear power training, I agree to remain on active duty as required by reference (a) to include at a minimum (either): (a) 24 months as a Submarine Division Officer or (b) 28 months as a Surface Ship Nuclear Division Officer.”

On 11 May 2023, Director, Nuclear Field and Submarine Accessions notified you that “[p]er reference (a) [Program Authorization No. 100A], you are hereby ordered to active military service. The effective date of enlistment is 5/11/2023. You are an enlisted member of the United States Navy Reserve on active duty in the rate of Officer Candidate (paygrade: E-6) to serve in the Nuclear Propulsion Officer Candidate (Submarine-NUPOC) Program. You are hereby directed to report for active duty to the Commanding Officer, Navy Talent Acquisition [REDACTED], upon completion of administrative processing in [REDACTED]. Expect to ship to the first available OCS/ODS class following graduation.”

“Accounting Data: NAE3 1731453.2250 G 000022 AVAE3 1/8/5 AE3275-02-1927. Transportation to the designated Navy Talent Acquisition Group has been provided under another appropriation.”

“If any circumstances exist which would prevent you from complying with these orders, you must notify the activity delivering the orders explaining the circumstances and requesting further instructions.”

On 11 May 2023, you notified Commander, Navy Personnel Command (PERS-42) that “[h]aving been selected for Officer Naval Nuclear Propulsion Training, I hereby apply for the Nuclear Officer Accession Bonus per reference (a) [OPNAVINST 7220.11].”

“I formally request designation as an officer in training for nuclear submarine or nuclear surface duty (select one).”

“I understand that should I fail to commence or satisfactorily complete nuclear propulsion training, such money received as Nuclear Officer Accession Bonus is subject to recoupment as specified in reference (a).”

“[For submarine officers] I agree to serve a minimum 24-month nuclear division officer tour after the completion of nuclear propulsion training as required by reference (b) [NAVPERS 15560D], section 1520-050.”

“[For nuclear surface warfare officers] I agree to serve a minimum 28-month nuclear division officer tour after the completion of nuclear propulsion training as required by reference (b), section 1520-050.”

On 4 September 2023, Chief, Bureau to Medicine and Surgery notified Commander, Navy Personnel Command (PERS-421) that “[b]ased on a review of the available medical information, enclosure (1), the subject member DOES NOT meet the established physical standards for Submarine and Nuclear Field Duty due to severe (red/protan) color vision deficiency.”

“A waiver of the physical standards for Submarine Duty is NOT recommended.”

“A waiver of the physical standards for Nuclear Field Duty is NOT recommended.”

On 8 September 2023, you were issued an Officer Appointment Acceptance and Oath of Office (NAVPERS 1000/4) with a designator code of 1210 (Restricted Line Officer (Nuclear Power School Instructor) regulated by Program Authorization 100B) in the active U.S. Navy listing block 18 (Permanent grade) ENS, block 19 (Permanent grade date) 25 October 2023, block 20 (Present Grade) ENS, and block 21 (Present grade date) 25 October 2023. You/witness signed this form on 30 October 2023.

On 25 October 2023, Commander, Navy Recruiting Command (N34) notified Director, Naval Nuclear Propulsion Program via Deputy Chief of Naval Operations, Manpower and Personnel (N133) that “Officer Candidate [S] interviewed and was selected as a Submarine Officer on 11 May 2023.”

“Per enclosure (1) [Disqualification for Submarine and Nuclear Field Duty...]. OC [S] has been medically disqualified for Submarines but is qualified for Nuclear Power School (NPS) Instructor.”

“Having successfully completed a re-interview with Naval Reactors, he is officially redesignated as a NPS Instructor.”

On 28 November 2023, you were issued official new appointment orders (BUPERS order: 3323) while at ██████████. Your ultimate activity was ██████████ for duty with an effective date of arrival of February 2024, with a Projected Rotation Date of August 2024.

In accordance with OPNAVINST 7220.11K, published on 20 February 2024, “7. NOAB [Nuclear Officer Accession Bonus]. An accession bonus is paid to individuals who are selected for officer naval nuclear propulsion training and who execute a written contract to participate in a program of training for duty in connection with the supervision, operation and maintenance of naval nuclear propulsion plants. Payment is authorized upon acceptance of the written contract. The NOAB is a portion of the selected-for-training component of the nuclear officer bonus authorized by reference (a), section 333(a)(1) ... a. Eligibility. Restricted Line (RL) or prospective RL naval reactors engineer officers, NPTU instructors and Unrestricted Line (URL) or prospective URL officers, who are accepted for training leading to qualification for duty in

connection with the supervision, operation and maintenance of naval nuclear propulsion plants are eligible for the NOAB.”

“Recoupment. (1) In the event a Service Member who received the NOAB fails to commence or satisfactorily complete the nuclear propulsion training specified in the agreement, the funds received for the NOAB will be recouped, except as listed in subparagraph 7d(2). (2) If, for any of the reasons listed in subparagraphs 7d(2)(a) through 7d(2)(e), the Service Member fails to maintain eligibility for the NOAB as defined in subparagraph 7a, recoupment of portions already paid will not be required. (a) Physical disqualification occurring after commissioning and after satisfactory completion of physical examinations for nuclear field duty, ionizing radiation and submarines (as applicable).”

On 21 February 2024, you were issued official modification to new appointment orders (BUPERS order: 3323) while at ██████████. Your ultimate activity was ██████████ ██████████ for duty with an effective date of arrival of February 2024, with a Projected Rotation Date of August 2024.

On 6 June 2024, NUPOC Program Manager notified Personnel Officer (PERSO) Command Fitness Leader (CFL) Officer Training Command Newport and you that, “[i]s there a question on as to why the bonus was recouped? NPS Instructors are not entitled to the Nuclear Officer Accession Bonus. Section 2(e) of the service agreement covers this. Attached is the most recent OPNAVINST covering NOAB pay.”

On 13 June 2024, NUPOC Program Manager notified you that, “[u]nder the agreement you signed, you must commence *and* complete nuclear propulsion training to retain your bonus. You did not commence or complete nuclear propulsion training since you did not report to or complete Nuclear Power School or prototype. 2. The instruction mentions five reasons that you may not be required to re-pay the bonus – you mention two of them in your email.” a. Physical disqualification: The instruction states: “Physical disqualification after commissioning *and* after satisfactory completion of physical examinations for nuclear field duty, ionizing radiation, and submarines.” You may have been physically disqualified after commissioning, but you were disqualified in the process of your physical examinations for nuclear field duty/submarines; therefore, you do not meet the “and” clause of that statement. b. Disability: Your color vision deficiency is not due to a “disability.” We can pursue official medical documentation that states that this is not due to a disability. I can’t speak to a different instructor’s experience – every person’s situation is different and wouldn’t be able to tell you why someone else’s bonus was or wasn’t recouped.”

You requested to cancel the recoupment of the NOAB, the Board in its review of your entire record and application, carefully weighed all potentially mitigating factors, to include your assertions. You assert that, “I failed to commence nuclear propulsion training specified in NUPOC service agreement due to physical disqualification and not due to my ability-effort. My bonus should not have been recouped per OPNAVINST 7220. 11K.” However, the Board concluded that in accordance with OPNAVINST 7220.11K, “[i]n the event a Service Member who received the NOAB fails to commence or satisfactorily complete the nuclear propulsion training specified in the agreement, the funds received for the NOAB will be recouped.” You

believe that the exception listed in 7d(2)(a) applies in your case. However, the Board determined that you do not fall under that exception, as it states recoupment will not be sought for "Physical disqualification occurring after commissioning and after satisfactory completion of physical examinations for nuclear field duty, ionizing radiation and submarines (as applicable)." As was previously explained to you by the NUPOC Program Manager, "[y]ou may have been physically disqualified after commissioning, but you were disqualified in the process of your physical examinations for nuclear field duty/submarines; therefore, you do not meet the "and" clause of that statement." Furthermore, there are no other exceptions listed that the Board could apply to your circumstances. While you state that you completed OCS in "good faith," your NUPOC Service agreement clearly indicates that you were volunteering for either designator 1160 or 1170; your designator is 1210. The Board determined that recoupment is valid and that a change to your record is not warranted. In this connection, the Board substantially concurred with the comments contained in the aforementioned advisory opinion.

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,

2/26/2025

