

WRITTEN AGREEMENT FOR THE MONTGOMERY GI BILL – SELECTED RESERVE KICKER PROGRAM
(Title 10, U.S. Code, Chapter 1606, Section 16131)

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C., Chapter 1606, Sections 16131 through 16136; and E.O. 9397
PRINCIPLE PURPOSE (S): Information will be used to establish eligibility by members of the Selected Reserve to Montgomery GI Bill Educational Assistance benefits.
ROUTINE USE (S): To the Department of Veterans Affairs, to substantiate eligibility for an increase in educational assistance under the Montgomery GI Bill – Selected Reserve.
DISCLOSURE: Voluntary; however, failure to provide personal information may preclude processing of the Written Agreement for the MGIB-SR Kicker
COMPUTER MATCHING: Information provided on the Written Agreement for the MGIB-SR Kicker is subject to a computer matching agreement between the Department of Defense and the Department of Veterans Affairs. Computer matching is employed to verify an individual's eligibility for and continued compliance with Federal benefit programs, and in some instances is used to effect adjustments or recovery of improper payments made to or delinquent debts owed by a beneficiary or former beneficiary.

1. SERVICE MEMBER INFORMATION (Print or Type)

a. Typed or Printed Name (LAST, First, Middle Initial)	b. Social Security Number:	c. Eligible Rating/NEC:	d. Reservation	#:	e. Eligibility Date:
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2. BASIC ELIGIBILITY CRITERIA ACKNOWLEDGEMENT

In connection with my enlistment, reenlistment or extension in the Selected Reserve, I hereby acknowledge that I meet the eligibility criteria for the MGIB-SR Kicker educational assistance allowance for designated ratings and/or specialties, as follows:

1. I am eligible for and entitled to the Montgomery GI Bill – Selected Reserve (MGIB-SR) basic education benefits per section 16131 of 10 U.S.C., I have not exhausted all 36 months of my MGIB-SR basic entitlement and I have not reached my delimiting date for benefit usage.
2. I have incurred a six-year Selected Reserve obligation in the Naval Reserve in a drill pay status on or after 1 April 2000.
3. My rating/NEC entered in block 1c above, is an eligible specialty listed in the current Semi-Annual Enlisted Incentive Bonus and MGIB-SR Kicker Eligibility Policy message that is in effect upon my meeting the final eligibility criteria for MGIB-SR Kicker benefits. If my eligibility is based on my NEC, I understand that I must be filling a valid billet that requires the NEC. Merely having the NEC in my inventory does not automatically qualify me for MGIB-SR Kicker eligibility.
4. I can only become eligible for MGIB-SR Kicker benefits once and therefore must remain in the Selected Reserve of the Naval Reserve in a drill pay status for the entire period of the six-year obligation.

3. OBLIGATION

I shall incur the following obligations:

1. I will serve for six years in the Selected Reserve in a drill pay status from the date reflected in block 1e above and in the specialty reflected in block 1c above.
2. I will serve satisfactorily as prescribed by Naval Reserve regulations and this written agreement for the entire period of my enlistment, reenlistment and/or extension.
3. I further obligate to serve in the Naval Reserve and in the same specialty for which the MGIB-SR Kicker is approved, unless expressly excused for the convenience of the Government by Commander, Naval Reserve Forces Command.

4. AUTHORIZED NONAVAILABILITY

If I am unable to continue to serve in the Selected Reserve for a valid reason approved by the Commander, Naval Reserve Forces Command, following a period of satisfactory Selected Reserve participation, I may be authorized up to one year of nonavailability for a valid reason, or up to three years in the case of a religious missionary obligation with approval of the Service Secretary. I understand that if approved, I shall be suspended from eligibility for MGIB-SR Kicker benefits and will not receive payments during the period of suspension. To regain eligibility for further payments, I must return to a Selected Reserve drill pay status prior to the expiration of the approved period of nonavailability and must extend my six year obligation for the duration of the approved nonavailability to serve the full qualifying period in the Selected Reserve. Entitlement to subsequent payments shall resume upon verification of documentation of my extension of enlistment. Failure to meet reinstatement criteria shall result in termination of the MGIB-SR Kicker incentive and recoupment, as appropriate.

5. ENTITLEMENT

I shall receive my educational assistance as follows: I will be paid a monthly amount of \$200 for each month of which I am entitled for a maximum of 36 full-time benefit months. This monthly amount is based on full-time qualifying educational pursuit and will be pro-rated by the Department of Veterans Affairs for less than full-time pursuit of qualifying educational programs.

6. STATEMENT OF UNDERSTANDING

1. My MGIB-SR kicker benefits may be used in conjunction with either my MGIB-SR basic benefits or, if eligible, Chapter 30 of Title 38 U.S.C. MGIB-AD benefits. I further understand that I must elect, at the time that I apply for educational benefits, which program to supplement with the MGIB-SR Kicker.
2. If my MGIB-SR basic program entitlement is suspended, my MGIB-SR Kicker entitlement will also be suspended and I will not be eligible to receive MGIB-SR Kicker benefits with any program.
3. If my MGIB-SR basic program entitlement is terminated for any reason my MGIB-SR Kicker benefits will also be terminated.
4. Upon successful completion of the six-year obligation which established eligibility for MGIB-SR Kicker benefits, I shall remain eligible for continued benefits regardless of my rating or NEC, provided I remain entitled to receive MGIB-SR basic benefits and continue to serve in the Selected Reserve in a drill pay status.
5. If I am involuntarily removed from the rating or NEC that I used to gain eligibility, I may be eligible for continued MGIB-SR Kicker benefits. The Commander, Naval Reserve Forces Command will adjudicate the circumstances and make eligibility determinations on a case-by-case basis.
6. I may gain eligibility for MGIB-SR Kicker benefits only once and cannot become eligible for a subsequent MGIB-SR Kicker eligibility.
7. If I voluntarily change my rating or voluntarily stop filling the billet based on my NEC for which I was granted MGIB-SR Kicker benefits prior to completing the six-year obligation, even if I remain in the Selected Reserve, my eligibility will be terminated and I shall no longer be eligible for continued MGIB-SR Kicker benefits.
8. I shall be terminated from eligibility as follows:
 - a. If I fail to participate satisfactorily in the Selected Reserve per current directives which includes maintaining medical, dental readiness and PRT standards.
 - b. If I voluntarily separate from the Selected Reserve for any reason including Active Duty for Special Work, or Active Duty Training for more 179 consecutive days.
 - c. If I voluntarily change to a non-eligible rating without the express direction of the Commander, Naval Reserve Forces Command.
 - d. If I fail to maintain eligibility for MGIB-SR basic benefits.
 - e. If I fail to return to a Selected Reserve drill pay status prior to the expiration of an approved period of nonavailability, or, after returning to a Selected Reserve drill pay status prior to the expiration of the approved nonavailability, I fail to extend my contracted term of service for the period of authorized nonavailability.
8. If my eligibility is terminated due to unsatisfactory participation prior to completion of the six-year obligation that I agreed to serve to become eligible for this benefit, a portion of the kicker benefits I received will be subject to recoupment. I understand that this is in addition to, and will be calculated in the same manner, as recoupment of MGIB-SR basic benefits that may also be subject to recoupment.
9. I have read and understand each of the statements of this agreement and any other contractual documents that record my obligation for 6-years in the Selected Reserve. I understand that these statements constitute all promises or agreements whatsoever on my enlistment, extension of enlistment, or other obligation agreement.

7. SERVICEMEMBER

a. TYPED OR PRINTED NAME (LAST, First, Middle Initial)	b. Rank	c. Signature	d. Date
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8. COMMANDING OFFICER OR DESIGNEE (E6 or above or civilian equivalent)

a. TYPED OR PRINTED NAME (LAST, First, Middle Initial)	b. Grade / Rank	c. Signature	d. Date
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