



DEPARTMENT OF THE NAVY
OFFICE OF THE SECRETARY
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SECNAVINST 1531.4
ASN (M&RA)
28 June 2011

| SECNAV INSTRUCTION 1531.4

From: Secretary of the Navy

Subj: U.S. NAVAL ACADEMY MIDSHIPMEN DISENROLLMENT

Ref: (a) DoD Directive 1332.23 of 19 Feb 88
(b) 10 U.S.C.
(c) SECNAV Memo, Retention and Delegation of Authority in U.S. Naval Academy (USNA) Midshipmen Commissioning and Disenrollment Cases, of 1 Nov 2007 (NOTAL)
(d) 37 U.S.C.

Encl: (1) Academy Education Cost Basis Determination

1. Purpose. To prescribe regulations for disenrollment from the U.S. Naval Academy (USNA) per statutory requirements implemented by reference (a) for the Department of the Navy, to revalidate policy and procedures for the USNA Midshipman Reevaluation and Reappointment (R&R) Program.
2. Applicability. This instruction applies to all USNA midshipmen on the date of this instruction and all U.S. citizens who sign the agreement to serve per reference (b), section 6959.
3. Background. Through reference (c), the Secretary of the Navy (SECNAV) has delegated to the Assistant Secretary of the Navy (Manpower and Reserve Affairs) (ASN (M&RA)) the authority under references (a), (b), and (d) to require and enforce midshipmen service agreements. The R&R Program offers an alternative to final separation, whereby selected individuals may be readmitted to the USNA after successful completion of a specified evaluation period in an enlisted status in the Navy or Marine Corps.
4. Policy. USNA midshipmen shall execute agreements to serve per reference (b), section 6959. Midshipmen determined to have breached this agreement by ASN (M&RA) shall be ordered to active duty, unless ASN (M&RA) determines a midshipman unsuitable for active duty service. Per reference (b), sections 2005 and 6959,

ASN (M&RA) shall retain authority to require midshipmen separated from USNA to reimburse the U.S. Government for the cost of advanced education received, in lieu of active duty service.

5. Breach of Agreement. A midshipman shall be considered to have breached an agreement to serve if disenrolled from USNA under one or more of the following actions:

- a. Deficiency at any examination;
- b. Insufficient aptitude;
- c. Unsatisfactory conduct;
- d. Dismissal in the best interests of the naval service;
- e. Resignation; or
- f. Failure to accept a commission.

6. Procedures for Determining a Breach of Agreement. The following procedures shall be used for determining whether such a breach has occurred:

a. Deficiency at any Examination. A midshipman, who is found to be academically deficient, including deficiency in physical education, may be disenrolled from the USNA by the academic board per reference (b), section 6963.

b. Insufficient Aptitude. Under reference (b), section 6962, if an academic board unanimously determines that a midshipman possesses insufficient aptitude to become a commissioned officer in the naval service, the USNA Superintendent shall report the findings to ASN (M&RA), providing the midshipman an opportunity to examine the report and attach a written statement. Based on the report and statement, ASN (M&RA) may disenroll the midshipman from the USNA.

c. Unsatisfactory Conduct. Under reference (b), section 6962, if the Superintendent determines that the conduct of the midshipman is unsatisfactory, a written report submitted to ASN

(M&RA) providing the midshipman with an opportunity to examine the report and attach a written statement. Based on the report and statement, ASN (M&RA) may disenroll the midshipman from the USNA.

d. Dismissal in the Best Interests of the Naval Service. Under reference (b), section 6961, if the Superintendent believes the continued presence of a midshipman at USNA is contrary to the best interest of the naval service, a written report shall be submitted, with full justification, to ASN (M&RA). If ASN (M&RA) determines the Superintendent's belief is well-founded, the Superintendent shall serve a copy of the report on the midshipman and prescribe a time which he or she considers reasonable, under the circumstances, for the midshipman to show cause in writing why they should not be dismissed from the USNA. After consideration of any cause so shown, and with the written approval of the Secretary of Defense acting for the President, ASN (M&RA) may disenroll the midshipman from the USNA. The truth of any issue of fact reasonably raised by the report or response thereto, except as to the record of demerits, shall be determined by an appropriate investigation convened by ASN (M&RA).

e. Resignation. Voluntary unqualified or qualified midshipmen resignations shall be submitted to the Superintendent for approval, unless a midshipman has incurred an active duty obligation resulting from prior service or from attendance at the USNA. Resignations from midshipmen who have an active duty obligation due to prior service (i.e., an accession from any active or reserve military component with more than 12 months obligated service remaining) shall be submitted to ASN (M&RA) for approval. Resignations from midshipmen who have an active duty or reimbursement obligation established by attendance at the USNA (i.e., midshipmen who have started classes in the second class, or junior, academic year) shall be submitted to SECNAV for approval. All resignations must be submitted via the Superintendent stating a specific reason for such action. Once submitted to the Superintendent, a resignation may not be withdrawn without approval of the Superintendent. Once approved by SECNAV, ASN (M&RA), or the Superintendent, a resignation may not be withdrawn unless SECNAV, ASN (M&RA), or the Superintendent considers the midshipman's retention to be in the best interests of the naval service.

f. Failure to Accept a Commission. If a midshipman fails to accept a commission offered, the Superintendent shall forward a written report to SECNAV, providing the midshipman with an opportunity to examine the written report and attach a written statement. Based on the report and statement, SECNAV may disenroll the midshipman from the USNA.

7. Recommendation. In each case of disenrollment, the Superintendent shall make one of the following recommendations:

a. That the midshipman be ordered to complete the required period of active enlisted service as determined by paragraph 8b below;

b. That the midshipman be required to reimburse the government for the cost of his or her advanced education as described in paragraph 9 below; or

c. That the service obligation or requirement to reimburse the government be waived. Waivers may be recommended in the following circumstances:

(1) The midshipman is medically disqualified;

(2) Waiver of active service or reimbursement is in the best interest of the naval service, considering factors such as humanitarian reasons and military service needs; or

(3) In cases of disenrollment for academic deficiency, the academic board recommends that the service obligation or requirement to reimburse be waived, having determined the academic deficiency occurred despite determined efforts by the midshipman.

8. Active Duty Service Obligation. The service obligation for midshipmen who have breached the agreement to serve will be determined under this paragraph without regard to the required service obligation in reference (b), section 651. Midshipmen shall be transferred to the Navy or Marine Corps, in an appropriate enlisted grade or rating, as determined by ASN (M&RA).

a. Fourth and Third Class Midshipmen. Midshipmen who are disenrolled from the USNA before starting the second-class academic year will have no active duty obligation under reference (b), section 6959.

b. Second and First Class Midshipmen. Except in those cases where a midshipman is disenrolled for cause resulting from actions that occurred before the start of the second class academic year, a midshipman who is disenrolled from the USNA after starting the second class academic year, may be ordered to active duty as follows:

(1) Two years, when disenrolled before starting the first class academic year.

(2) Three years, when disenrolled after starting the first class academic year, but before completing the course of instruction.

c. Failure to Accept a Commission. A first class midshipman who completes the course of instruction and declines appointment as a commissioned officer may be ordered to active duty for 4 years.

9. Reimbursement for Cost of Education. Per reference (b), section 2005, and reference (d), section 303a(e), disenrolled first and second class midshipmen who are not ordered to active duty or recommended for a waiver, shall be required to reimburse the government for the cost of their advanced education. Reimbursement shall be in an amount that bears the same ratio to the total cost of advanced education received as the unserved portion of active duty bears to the total period of active duty such person agreed to serve per reference (a). Enclosure (1) provides details on how annual education costs are to be determined.

10. R&R Program. This program is tendered only in unusual circumstances to those midshipmen whose overall academic and military performance were significantly above average prior to the event leading to a recommendation for disenrollment.

a. Consideration. Under unusual circumstances, midshipmen being processed for disenrollment for unsatisfactory conduct under reference (b), section 6969, will be considered for the

R&R Program by the Superintendent. In unique circumstances, midshipmen who have violated the honor concept also may be considered eligible.

(1) Eligibility will be based on the candidate's overall record, including superior academic achievement, superior military and professional performance, proven leadership ability, and nature and seriousness of the offense(s) which precipitated processing for disenrollment in order to determine an individual's potential for future commissioned service.

(2) Midshipmen recommended for the R&R Program by the Superintendent will be advised in writing and must agree to participate in the program, subject to ASN (M&RA) approval. The Superintendent will forward a recommendation, with disenrollment proceedings, to ASN (M&RA).

b. Discharge and Transfer. Midshipmen who voluntarily agree to participate in this program, and whose participation is approved by ASN (M&RA), will be disenrolled as midshipmen and either revert to their former enlisted status to complete an existing active duty obligation or be transferred to the Navy or Marine Corps.

(1) Participants will serve in the Navy or Marine Corps if they entered the USNA from the Navy or Marine Corps. Midshipmen with no prior enlisted service may request reevaluation in the Navy or Marine Corps, as discussed in paragraph 10c.

(2) Participants will be ordered to active duty in an enlisted status for:

(a) Four years in the case of first class midshipmen who have completed all academic requirements for graduation;

(b) Three years in the case of first class midshipmen who have not completed all academic requirements for graduation; and

(c) Two years in the case of second class midshipmen.

(3) Midshipmen subject to a preexisting enlisted active duty obligation which is greater than the active duty period prescribed in paragraph 10b(2) will revert to their previous enlisted status to complete the period of enlistment.

c. Reevaluation. Participants shall be ordered to a fleet unit for a specified period of not less than 6 months and no longer than 1 year.

(1) During the reevaluation period, the Superintendent shall contact the unit commander of program participants to advise them of specific program requirements and maintain active case files on all participants.

(2) Commanding officers (COs) will closely monitor participant performance and prepare enlisted evaluations every 90 days during the reevaluation period.

d. Reappointment. Upon completion of the reevaluation period, participants may submit an application for readmission to the USNA to ASN (M&RA), via the unit CO and the Superintendent.

(1) The CO will forward completed enlisted evaluations to the Superintendent.

(2) Participants must have demonstrated the highest standards of character, patriotism, sense of duty, and personal conduct; have no record of conviction by court-martial or non-judicial punishment and no record of civil conviction; and they must be recommended for readmission by the CO.

(3) Upon application for readmission, the Superintendent will forward the entire case file and a recommendation to ASN (M&RA) for final decision.

(4) For readmission, participants must meet all USNA eligibility requirements as of the time of readmission, and they must have demonstrated a potential for commissioned service.

(5) Participants will be readmitted to the USNA to a class consistent with their academic qualifications at the time

of readmission, or if they have completed all academic requirements for graduation, they will be graduated from the USNA and commissioned.

(6) Participants who fail to meet the standards for reappointment will complete the period of active duty to which ordered under references (a) and (b), section 6959. Former fourth and third class midshipmen will be discharged from the Navy if enlisted for the sole purpose of participating in this program.

11. Records Management. Records created as a result of this instruction, regardless of media and format, shall be managed per SECNAV M-5210.1 of November 2007.



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ACADEMY EDUCATION COST BASIS DETERMINATION

1. Costs of education computation will be performed generally as follows:

a. Cost basis will be the annual service academy cost comparison (38 categories) and cost per graduate data developed by the USNA comptroller.

b. Costs will be broken into three basic cost areas - tuition equivalent, room and board, and include only academic costs. Summer military training programs such as cruises, plebe indoctrination, and midshipmen embarkation costs will be excluded.

c. Tuition equivalent will include:

(1) All academic costs (instructional activities), excluding military professional training that is not open to or available to civilian students in undergraduate institutions with Navy Reserve Officer Training Corps units;

(2) Physical education and athletics;

(3) Midshipmen activities;

(4) Chaplain*;

(5) Medical*;

(6) Real property maintenance and utilities*;

(7) Midshipmen support (audiovisual, computer, printing, etc.)*; and

(8) Registrar and admission.*

*Share directly related to midshipmen utilization.

2. "Room" will consist of all operating and maintenance expenses of the midshipmen dormitory, Bancroft Hall. However, the total costs will be deducted from educational expenses as allowance in kind (quarters in lieu of allowance).

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3. "Board" will include all costs of operation and maintenance of the midshipmen mess, excluding food costs and reimbursed costs.

4. The total "cost of education" for each individual will be determined by prorating the total costs (tuition, room and board) to authorized brigade strength.