

Proposed Rulemaking

Title

Promulgated by:
Department of the Military

Title 12. Law Enforcement, Emergency Management, and Military Affairs
Chapter XX. Department of the Military, Generally
Subchapter A. Generally

Part 132. Joint Enlistment Enhancement Program Plus (JEEP Plus) for the Arkansas National Guard
Subpart 1. Generally

12 CAR § 132-101. Joint Enlistment Enhancement Program Plus (JEEP Plus) overview.

(a)(1) The Joint Enlistment Enhancement Program Plus (JEEP Plus) is designed to gain assistance in enlisting soldiers or airmen into the Arkansas National Guard who are not otherwise excluded from the program by the terms contained herein.

(2) Further, the program incentivizes recruiter overproduction and provides an officer accession incentive.

(b) When a soldier, airman, or veteran exercises personal initiative resulting in the enlistment of a recruit, the State of Arkansas by and through the offices of the Adjutant General will enter into an agreement with the soldier, airman, or veteran whereby they will receive compensation in the form of a voucher payment.

(c) If an eligible recruiter produces over their assigned recruiting mission at levels established below, the State of Arkansas by and through the offices of the Adjutant General may enter into an agreement with the recruiter whereby they will receive compensation in the form of a voucher payment.

(d) When authorized by the Adjutant General to be offered, an individual commissioned as an officer in the Army National Guard or Air National Guard through a direct commission, Officer Candidate School, or Reserve Officers' Training Corps under the conditions outlined below the State of Arkansas by and through the offices of the Adjutant General may enter into an agreement with the officer whereby they will receive compensation in the form of a voucher payment.

(e) When authorized by the Adjutant General to be offered, an individual commissioned as an officer in the Air National Guard through a direct commission, Officer Training School, or Reserve Officers' Training Corps under the conditions outlined below the State of Arkansas by and through the offices of the Adjutant General may enter into an agreement with the officer whereby they will receive compensation in the form of a voucher payment.

12 CAR § 132-102. Definitions.

As used in this part:

(1) "Applicant" means a person who is prequalified and desires voluntary enlistment in the Arkansas National Guard and is being considered for entry;

(2)(A) "Assistant" means an Arkansas National Guard soldier, airman, or veteran whose primary duty is not recruiting (full-time or part-time to include Active Duty for Operational Support or a temporary recruiting position), who helps locate interested individuals to join the Arkansas National Guard.

(B) The assistant part of the Joint Enlistment Enhancement Program Plus (JEEP Plus) is limited to soldiers or airmen in the rank (grade) of Major (O-4) or below and veterans of any grade;

(3) "Eligible officer" means an individual who

(A) Commissions as an Officer in the Army National Guard or the Air National Guard through:

- (i) A direct commission;
- (ii) Officer Candidate School; or
- (iii) Officer Training School; or
- (iv) Reserve Officer Training Corps;

(4)(A) "Eligible recruiter" means an Arkansas National Guard recruiter with an Army Military Occupational Specialty of 79T, Air National Guard equivalent, or SQI-4 with assigned recruiter duty.

(B) An Eligible Recruiter must be school-trained and qualified for and serving in a recruiter position with an officially assigned recruiting mission based on a federal fiscal year.

(5) "Enlistee" means an applicant who has been found eligible and is accepted for enlistment or accession in the Arkansas National Guard;

(6) "Family" means spouse and children, including stepchildren;

(7) "He", "she", "his", and "hers" include both male and female genders;

(8) "JEEP Plus Assistant Agreement" means a contract between the State of Arkansas and an assistant that provides a new or prior service lead to a recruiter that results in an enlistment or accession as a result of their:

(A) Efforts;

(B) Mentorship; and

(C) Assistance;

(9) "JEEP assistant payment". The State of Arkansas shall compensate an assistant in the amount of one thousand dollars (\$1,000) per new or prior service lead who enlists or accesses into the Arkansas National Guard and ships to initial training as a result of the assistant's:

(A) Effort;

(B) Mentorship; and

(C) Assistance;

(10) "JEEP Plus Officer Commissioning Incentive Agreement" means a contract between the State of Arkansas and an Eligible Officer for commissioning with the Arkansas National Guard;

(11) "JEEP Plus Officer Commissioning Incentive Payment".

(A) The State of Arkansas shall compensate an eligible officer in the amount to be established by the Adjutant General between five thousand dollars (\$5,000) and twelve thousand dollars (\$12,000) as outlined below for commissioning into the Arkansas National Guard.

(B) The Adjutant General shall establish the timing, duration, and the exact number of JEEP Plus Officer Commissioning Incentive payments available based on the needs of the Arkansas National Guard;

(12) "JEEP Plus Recruiter Overproduction Incentive Agreement" means a contract between the State of Arkansas and an eligible recruiter for enlistments or accessions that ship to initial training over the one-hundred percent (100%) level of the eligible recruiter's assigned recruiting mission established by the State of Arkansas by and through the offices of the Adjutant General based on a federal fiscal year.

(13) "JEEP Plus Recruiter Overproduction Incentive payment". The State of Arkansas shall compensate an eligible recruiter in the amount to be established by the Adjutant General between five hundred dollars (\$500) and one thousand dollars (\$1,000) as outlined below for an enlistment or assessment into the Arkansas National Guard who ships to initial training over their assigned recruiting mission established by the State of Arkansas by and through the offices of the Adjutant General.

(14) "Lead" means the name, address, and phone number of someone who may be interested in joining the Arkansas National Guard;

(15) "Prospect" means an individual who has agreed to an appointment with a recruiter;

(16) "Recruit" means a person newly enlisted or accessed into the Arkansas National Guard and not yet fully trained;

(17) "Recruiter" means a person whose job is to enlist or assess members into the Army **National Guard** or Air National Guard and assigned or attached to the respective recruiting command;

(18)(A) "Recruiter overproduction" means an enlistment or assessment that ships to initial training over the established goal set by the State of Arkansas by and through the offices of the Adjutant General based on a federal fiscal year.

(B) The goal shall be no less than one hundred percent (100%) of the recruiter's federal mission and may include a goal set by the office of the Adjutant General for enlistments of the opposite component within the Arkansas National Guard; and

(19) "Veteran" means a former member of the Arkansas National Guard of any rank or grade who has met all requirements for veteran designation in accordance with Arkansas Code § 27-16-812.

12 CAR § 132-103. Duties of the JEEP Plus assistant.

(a) The assistant shall be available to the prospect from initial contact until the new recruit ships to initial training in order to provide:

- (1) Guidance;
- (2) Encouragement;
- (3) Mentorship; and
- (4) Support.

(b) The assistant shall perform other duties related to the enlistment action as deemed necessary or directed by the Adjutant General.

(c) The assistant must accompany new recruit at initial meeting with recruiting.

12 CAR § 132-104. JEEP Plus assistant payment.

(a)(1) The State of Arkansas will pay one thousand dollars (\$1,000) to the assistant for services per the JEEP Plus Assistant Agreement.

(2) A soldier, airman, or veteran may enter into a separate agreement for each lead provided.

(3) When that lead enlists into the Arkansas National Guard and ships to initial training, the documented assistant will receive one thousand dollars (\$1,000) for each recruit upon completion of the terms and conditions of the agreement.

(4) The total number of compensated leads for an individual during a fiscal year will not exceed five (5) unless the Department of the Military performs an audit of the circumstances to confirm full JEEP Plus compliance.

(b) JEEP Plus assistant payments are taxable income and shall be reported on a Form 1099 to the respective tax authorities by the State of Arkansas.

(c) Assistants must be a current member of the Arkansas National Guard or a qualified veteran at the time of payment.

12 CAR § 132-105. JEEP Plus administration and responsibility for administration.

(a)(1) The Army National Guard, through the Commander of the Recruiting and Retention Battalion, the Air National Guard through the Recruiting and Retention Commander, and the Department of the Military, will coordinate, supervise, monitor, maintain all records, track, process, execute, and perform quality reviews for the JEEP Plus assistant program.

(2) The Commander of the Recruiting and Retention Battalion will manage this program for the Army National Guard and Air National Guard.

(3) Air National Guard will collect, review, and submit Air National Guard documents.

(b)(1) The soldier, airman, or veteran who desires to assist in recruiting someone according to JEEP Plus assistant program must initially provide information about themselves and the recruit through JEEP Plus website.

(2)(A) Assistants will complete and sign the JEEP Plus Assistant Agreement, which will establish claim for that lead.

(B) Additionally, assistants will need to complete a W-9 tax form for payment.

(3)(A) During the online process, assistants will be assigned a control number.

(B) This number will be used for supervision, tracking, and processing purposes.

(4)(A) The lead's and assistant's information will be sent to JEEP Plus Program Manager, who will determine the assistant's eligibility and forward the lead's information to an Arkansas National Guard recruiting and retention Non-commissioned Officer in Charge (NCOIC).

(B) The NCOIC will be responsible for linking the lead to a recruiter.

(5) Once the recruiter has been selected, the recruiter will request the help of the assistant in mentoring the recruit.

(6) All paperwork and documents needed prior to enlistment, will be prepared by the recruiter and finalized at the Military Entrance Processing Station.

(7) Within ten (10) days of the lead enlisting or accessing into the Arkansas National Guard, the recruiter will consolidate and forward all documentation to the Arkansas Recruiting and Retention Battalion for verification and processing.

(8)(A) Documentation to be submitted includes, but is not limited to:

- (i) The JEEP Assistant Agreement;
- (ii) DD Forms 4/1 and 4/2;
- (iii) DD Form 1966, all pages; and
- (iv) NGB Form 337, if applicable.

(B) For veterans, the NGB Form 22, DD Form 214, or retirement order will be submitted.

(9) Other documentation may be required for verification purposes.

(10) Upon enlistment or accession, the assistant must be named in the remarks on the DD Form 1966 as the individual who referred the lead to the recruiter.

(11) Enlistment or accession credit shall not be attributed to an assistant if these procedures are not followed.

(12) Further, an assistant shall not be added retroactively to a DD Form 1966 following the soldier or airman taking the oath of enlistment into the Arkansas National Guard.

(c)(1) Upon the new lead shipping to initial training per the JEEP Plus assistant agreement terms, the Adjutant General's designee will:

- (A) Verify all documents;
- (B) Confirm assistant eligibility; and
- (C) Certify the payment is due and payable to the assistant.

(2) The certified JEEP Assistant Agreement will be forwarded to the State Personnel Directorate Office (SPDO) with the Recruiting and Retention office of the Arkansas National Guard for processing and payment submittal.

(3) Copies of all documents will be maintained for a ten-year minimum for auditing purposes.

12 CAR § 132-106. JEEP Plus excluded persons and actions prohibited.

(a) Officers of the Arkansas National Guard holding the pay grade of O-5 and above cannot participate in the **Joint Enlistment Enhancement Program Plus**.

(b) Soldiers or airmen assigned or attached (full-time, part-time, temporary status, or performing Active Duty for Operational Support) to the Arkansas Recruiting and Retention Battalion of the Army National Guard or the Recruiting Command for the Air National Guard and their immediate family members are excluded from participating in the **JEEP Plus assistant part of the** program.

(c)(1) The persons described in subsections (a) and (b) of this section are prohibited from receiving any funds, directly or indirectly, paid to a **JEEP Plus** assistant.

(2) Receipt of such funds in any amount by a prohibited person according to any agreement, understanding, or deal is considered misconduct and appropriate disciplinary action may be taken.

(3) Allegations of any criminal acts or conduct, including, but not limited to, fraud or misuse of this program, will be investigated and prosecuted to the full extent of the law.

(4) Any assistant charged with a criminal offense under this program is subject to:

(A) Civilian prosecution;

(B) Administrative actions; and

(C) Actions under the Arkansas Code of Military Justice, to include courts-martial.

(d) An assistant may not assign any rights or expectations of payment to another person.

(e) Any acts directly or indirectly related to excluded persons or prohibited activities could result in disciplinary actions or prosecution as deemed necessary by the Adjutant General or the Governor.

12 CAR § 132-107. Joint Enlistment Enhancement Program **Plus (JEEP **Plus**) conflicts and dispute resolution.**

(a)(1) In the case of a dispute involving the JEEP assistant program, all issues of the dispute will be decided by a dispute resolution panel consisting of the:

- (A) Chief of Staff of the Army National Guard;
- (B) Director of Staff of the Air National Guard;
- (C) Deputy Chief of Staff Personnel; and
- (D) Human Resource Officer.

(2) The panel will have full authority to determine the procedure and process to use in resolving disputes.

(3) The panel's decision is final and the Director of Joint Staff is the appeal authority.

(b) In the event of a conflict regarding the language of the Department of Military and the JEEP Plus Agreements, the language of the Arkansas National Guard governs.

12 CAR § 132-108. Effective dates and duration of the program.

(a) The Joint Enlistment Enhancement Program Plus (JEEP Plus) program will be effective June 10, 2024, and shall remain in effect unless amended or suspended by the Adjutant General.

(b) JEEP Plus may be terminated at any time and for any reason by the Adjutant General.

(c) Payment of all agreements are subject to the availability of funds.

12 CAR § 132-109. Forms.

(a) The JEEP Plus Assistant Agreement and the JEEP Plus Request for Payment Assistant are included as Appendix A.

(b) The JEEP Plus Recruiter Overproduction Incentive Agreement and JEEP Plus Request for Payment – Recruiter Overproduction are included as Appendix B.

(c) The Officer Accession Agreement and Certification and JEEP Plus Request for Payment – Officer Accession Incentive are included as Appendix C.

(d) The JEEP Plus Officer Commissioning Incentive Agreement is included as Appendix D

12 CAR § 132-110 JEEP Plus Recruiter Overproduction Incentive payment.

(a)(1) The State of Arkansas will pay between five hundred dollars (\$500) and one thousand dollars (\$1,000) to an eligible recruiter per the JEEP Plus Recruiter Overproduction Incentive Agreement.

(2) The Adjutant General shall establish the exact amount no later than three (3) months prior to the end of the federal fiscal year.

(3) An eligible recruiter may enter into a single JEEP Plus Recruiter Overproduction Incentive Agreement for all enlistments or assessments over their one-hundred-percent assigned recruiting mission established by the State of Arkansas by and through the offices of the Adjutant General based on a federal fiscal year.

(4) An eligible recruiter will receive the established payment amount for all enlistments **that shipped each month** in accordance with the terms and conditions of the JEEP Plus Assistant Agreement.

(5) The Arkansas National Guard and the Department of the Military shall perform a review to confirm full JEEP Plus compliance prior to any payment to an eligible recruiter for overproduction.

(b) JEEP Plus Recruiter Overproduction Incentive payments are taxable income and shall be reported on Form 1099 to the respective tax authorities by the State of Arkansas.

(c) Eligible recruiters must be a current member of the Arkansas National Guard at the time of payment.

(d) The Adjutant General may authorize credit in federal fiscal year 2026 to an eligible recruiter for enlistments or accessions during the period of September 1, 2025, to September 30, 2025.

12 CAR § 132-111. JEEP Plus Officer Commissioning Incentive payment.

(a)(1) The State of Arkansas will pay between five thousand dollars (\$5000) and twelve thousand dollars (\$12,000) to an eligible officer per the JEEP Officer Commissioning Incentive Agreement.

(2) The Adjutant General shall establish the:

(A) Timing;

(B) Duration; and

(C) Exact number of JEEP Plus Officer Commissioning Incentive payments available based on the needs of the Arkansas National Guard.

(3) The Arkansas National Guard and the Department of the Military shall perform a review to confirm full JEEP Plus compliance prior to any payment to an eligible officer.

(b) JEEP Plus Officer Commissioning Incentive payment is taxable income and shall be reported on Form 1099 to the respective tax authorities by the State of Arkansas.

(c) Eligible officers must be a current member of the Arkansas National Guard at the time of payment.

12 CAR § 132-112. JEEP Plus Recruiter Overproduction Incentive Administration and responsibility for administration.

(a)(1) The Army National Guard, through the Commander of the Recruiting and Retention Battalion, The Air National Guard through the Recruiting and Retention Commander, and the Department of the Military will coordinate, supervise, monitor, maintain all records, track, process, execute, and perform quality reviews for the JEEP Plus Recruiter Overproduction Incentive program.

(2) The Commander of the Recruiting and Retention Battalion will collect, review, and submit Army National Guard documents.

(3) The Air National Guard Recruiting and Retention Commander will collect, review, and submit Air National Guard documents.

(b)(1) An eligible recruiter who desires to participate in the program must provide initial information about themselves.

(2)(A) Eligible recruiters will complete and sign the JEEP Plus Recruiter Overproduction Incentive Agreement.

(B) Additionally, eligible recruiters will need to complete a W-9 tax form for payment.

(3)(A) Eligible recruiters will be assigned a control number.

(B) This number will be used for supervision, tracking, and processing purposes.

(4)(A) Within ten (10) days of the end of the federal fiscal year, all enlistments or assessments over the one-hundred-percent of assigned mission must be validated through:

- (i) Accessions Information Environment (AIE);
- (ii) Army Recruiting Information Support System (ARISS);
- (iii) Air Force Recruiting Information Support System (AFRISS);
- (iv) Military Entrance Processing Station (MEPS); or
- (v) Other official U.S. Army/Air Force systems.

(B) In-house reporting tools will not be used to verify enlistments.

(5) Documentation to be submitted includes, but is not limited to:

- (A) The JEEP Plus Recruiter Overproduction Incentive Agreement;
- (B) DD Forms 4/1 and 4/2;
- (C) DD Form 1966, all pages; and
- (D) NGB Form 337, if applicable.

(6) Other documentation may be required for verification purposes.

(7) Upon enlistment or accession, the eligible recruiter must be named on the DD Form 1966.

(8) Enlistment or accession credit shall not be attributed to an eligible recruiter if these procedures are not followed.

(9) Further, an eligible recruiter shall not be added retroactively to a DD Form 1966 following the soldier or airman taking the oath of enlistment into the Arkansas National Guard.

(c)(1) Upon the new lead shipping to initial training per the JEEP Plus Assistant Agreement terms, the Adjutant General's designee will:

- (A) Verify all documents;
- (B) Confirm assistant eligibility; and
- (C) Certify the payment is due and payable to the assistant.

(2) The certified JEEP Plus Assistant Agreement will be forwarded to the state personnel directorate office for processing and payment submittal.

(3)(A) All documentation supporting incentive payments, to include enlistment verification, recruiter agreements, certification forms, and payment

vouchers, will be retained by the Department of the Military and the Recruiting and Retention Battalion for a minimum of ten (10) years.

(B) Records must be maintained in electronic format sufficient to permit a full audit trail.

(d)(1) The Arkansas National Guard Education and Incentives Branch, Recruiting and Retention State Personell Directorate Office, and the Department of the Military Comptroller will conduct periodic audits to include random spot checks, annual reviews, and full audits as directed by the Adjutant General.

(2) Audits will compare recruiter incentive claims against official accession records in AIE, ARISS, AFRISS, and MEPS records.

(e) **Invalid payments.** Payments will be deemed invalid and subject to recoupment under any of the following conditions:

(1) Fraudulent claims, falsification, or misrepresentation of enlistment data;
(2) Duplicate claims submitted by multiple recruiters for the same accession;
(3) Enlistments that are later invalidated by MEPS or higher headquarters an erroneous enlistment;

(4) Retroactive claims for enlistments occurring prior to the recruiter being school-trained and mission-assigned;

(5) Clerical or administrative error resulting in overpayment.

(f)(1)(A) The Recruitment and Retention State Personell Directorate Office will initiate recoupment action within thirty (30) days of identifying an invalid payment.

(B) Written notification will be provided to the recruiter with documentation of the reason for recoupment.

(2) Repayment will be due within sixty (60) days of notification unless otherwise arranged through payroll offset.

(3) Failure to repay may result in wage garnishment, state debt collection, and disciplinary action, or both under the Arkansas Code § 12-60-101 et seq.

(g) **Disciplinary action.** In cases of willful fraud or misconduct, recruiters may also be subject to adverse administrative action, Arkansas Code § 12-60-101 et seq. action, or prosecution under Arkansas law.

12 CAR § 132-113. JEEP Plus Officer Commissioning Incentive program administration and responsibility for administration.

(a)(1) The Army National Guard, through the Commander of the Recruiting and Retention Battalion, the Air National Guard, through the Recruiting and Retention Commander, and the Department of the Military, will coordinate, supervise, monitor, maintain all records, track, process, execute, and perform quality reviews for the JEEP Plus Officer Commissioning Incentive program.

(2) The Commander of the Recruiting and Retention Battalion will collect, review, and submit Army National Guard documents.

(3) The Air National Guard Recruiting and Retention Commander will collect, review, and submit Air National Guard documents.

(b)(1) An eligible officer who desires to participate in the JEEP Plus Officer Commissioning Incentive program when it has been authorized by the Adjutant General must provide initial information about themselves.

(2)(A) Eligible officers will complete and sign the JEEP Plus Officer Commissioning Incentive Agreement.

(B) Additionally, eligible officers will need to complete a W-9 tax form for payment.

(3)(A) Eligible officers will be assigned a control number.

(B) This number will be used for supervision, tracking, and processing purposes.

(4) Documentation to be submitted includes, but is not limited to:

(A) The JEEP Plus Officer Incentive Agreement;

(B) DD Form 1966, all pages; and

(C) NGB Form 337, if applicable.

(5) Other documentation may be required for verification purposes.

(c)(1) The certified JEEP Plus officer agreement will be forwarded to the Recruiting and Retention Commands of each services for processing and payment submittal.

(2)(A) All documentation supporting incentive payments to include Officer Candidate School (OCS), Officer Training School (OTS), or Reserve Officers' Training

Corps (ROTC) enrollment documents, commissioning orders, and payment certifications will be retained by the **Recruiting and Retention Commands**, and the Arkansas National Guard Education and Incentives Branch for a minimum of ten (10) years.

(B) Records must be maintained in electronic format and provide a complete audit trail sufficient for reconciliation with the Arkansas National Guard commissioning records.

(d) The Arkansas National Guard Education and Incentives Branch, State Personnel Directorate Office, and the Department of the Military Comptroller will conduct periodic audits to include random spot checks, annual reviews, and full audits as directed by the Adjutant General. Audits will validate incentive payments against official commissioning documents, commissioning orders, and personnel system records.

(e) **Invalid payments.** Payments will be deemed invalid and subject to recoupment under any of the following conditions:

(1) Fraudulent claims, falsification, or misrepresentation of commissioning data;

(2) Failure to serve the required eight-year obligation in the Arkansas National Guard whether by resignation, transfer to another component, or administrative separation before completion;

(3) Misconduct or fraudulent actions that result in loss of commission, revocation of federal recognition, or administrative discharge; and

(4) Transfer outside of the Arkansas National Guard before completing the obligated service period.

(f)(1) The Officer Strength Manager will initiate recoupment action within thirty (30) days of identifying an invalid payment.

(2) The Officer Strength Manager will notify the officer in writing of incentive termination and recoupment action citing the specific reason for repayment.

(3) Repayment will be due within sixty (60) days unless otherwise arranged through payroll offset or structured repayment plan.

(4) Failure to repay may result in wage garnishment, state debt collection, or disciplinary action, or all of the above, under the Arkansas Code § 12-60-101 et seq.

(g) **Disciplinary action.** In cases of willful fraud or misconduct, recruiters may also be subject to adverse administrative action, Military Code of Arkansas action, or prosecution under Arkansas law.

Appendix A. JEEP Assistant Agreement

Appendix B. Recruiter Overproduction Incentive Agreement & JEEP Plus Request for Payment

Appendix C. Officer Accession Incentive Agreement & JEEP Plus Request for Payment

Link: <https://CodeOfARRules.arkansas.gov/docs/CARCodeAppendices/Appendices/38/12CARpt.132AppendixA.pdf>