

Senate Bill 807

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SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: Allows the Adjutant General to pay a bonus to a member of the Oregon National Guard who reenlists or extends their service. Requires a member to repay a bonus if the member fails to meet the terms agreed to for the bonus. Provides for exceptions. (Flesch Readability Score: 61.8).

Authorizes the Adjutant General to pay a reenlistment or retention bonus to a member of the Oregon National Guard. Requires a member to repay the bonus if the member fails to complete the period of service or conditions agreed to in exchange for the bonus. Provides for exceptions.

A BILL FOR AN ACT

1
2 Relating to the Oregon National Guard.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1. Section 2 of this 2025 Act is added to and made a part of ORS chapter 399.**

5 **SECTION 2. (1) The Adjutant General may pay a bonus to a member of the Oregon Na-**
6 **tional Guard who:**

7 **(a) Reenlists or extends the member's period of service in the Oregon National Guard for**
8 **a period of time that is not less than three years; and**

9 **(b) Agrees to meet any other conditions required by the Adjutant General.**

10 **(2) A bonus may be paid as a lump sum or in installments over a period of time not to**
11 **exceed the term of reenlistment or extension of the member's period of service.**

12 **(3) To receive a bonus under this section, a member determined to be eligible for the**
13 **bonus shall enter into a written agreement with the Adjutant General. The terms of the**
14 **written agreement must include:**

15 **(a) The amount of the bonus;**

16 **(b) The payment schedule of the bonus;**

17 **(c) The period of time the member agrees to serve in the Oregon National Guard in ex-**
18 **change for the bonus;**

19 **(d) The type or condition of the service; and**

20 **(e) Any other conditions required by the Adjutant General.**

21 **(4) If a member is called into active service as a member of the Oregon National Guard**
22 **during a period of time covered by an agreement entered into under subsection (3) of this**
23 **section, the period of time that the member serves on active service shall be credited toward**
24 **the period of time that the member agrees to serve under subsection (3) of this section.**

25 **(5) Except as provided under subsection (6) of this section, a member who receives a**
26 **bonus under this section and fails to complete the period of service or meet the conditions**
27 **of service for which the bonus is paid, as specified in the written agreement, shall be liable**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 to repay the amounts of the bonus that have been paid to the member.

2 (6)(a) The Adjutant General may waive, in whole or in part, the recovery of the amounts
3 of a bonus that have been paid to a member if the Adjutant General finds that requiring the
4 member to repay the amounts of the bonus paid would be contrary to personnel policy or
5 administrative efficiency or would be against equity and good conscience.

6 (b) A member shall not be liable to repay the amounts of a bonus that have been paid to
7 the member if the member receives a discharge or release for the reason that the member
8 is the only surviving child in a family in which a parent or one or more siblings:

9 (A)(i) Served in the Armed Forces of the United States; and

10 (ii) Was killed, died as a result of wounds, accident or disease, is in a captured or missing
11 in action status, is permanently 100 percent disabled or is hospitalized on a continuing basis;
12 and

13 (B) The death, status, disability or hospitalization was not a result from intentional
14 misconduct or willful neglect of the parent or sibling and did not occur during a period of
15 unauthorized absence.

16 (c) A member or a member's estate shall not be liable to repay the amounts of a bonus
17 that have been paid to the member and shall be entitled to any amounts of the bonus not
18 yet paid if:

19 (A) The member dies or is discharged or released with a combat-related disability; and

20 (B) The death or disability of the member is not a result from misconduct by the mem-
21 ber.

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