

Report to the Legislature

Findings and Recommendations  
of the Washington State Task Force on the  
**Interstate Compact on Educational  
Opportunity for Military Children**

Senator Steve Hobbs, Chair  
Representative Christine Rolfes, Vice-Chair



December 2008

Report prepared by staff of the  
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**Interstate Compact on Educational  
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As required by Substitute Senate Bill 6426 (2008 Session)

Senator Steve Hobbs, Chair  
Representative Christine Rolfes, Vice-Chair

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# Findings and Recommendations of the Washington State Task Force on the Interstate Compact on Educational Opportunity for Military Children

## Executive Summary

*"We in the military understand that being the "new kid" is never easy...Moving is stressful: you must leave friends and family, get used to new places and new situations, and meet new people. It's most stressful for children to adapt to the change. They often aren't happy about the new friends, new school and even the new weather. There are difficulties and possible negative effects of repeatedly moving families and transition can have detrimental effects on a child from an educational standpoint... We cannot afford difficult transitions for our military families. If our children are struggling, it affects our soldiers. This in turn affects our ability to focus as a whole war-fighting entity. Our soldiers must be ready to fight and their minds will not be on the fight if they are worrying about their families."*

Brigadier General Jeff W. Mathis III  
November 13, 2008

The *Interstate Compact on Educational Opportunity for Military Children* was developed in an effort to reduce the educational and emotional issues encountered when the children of military personnel are required to transfer from schools in one state to another.

The compact was drafted by a group of educators, parents, state education officials, and military personnel under the sponsorship of the Council of State Governments (CSG). It addresses differences in requirements among states involving immunization requirements, the entrance ages for kindergarten and first grade, exit exams, and graduation requirements. It also includes provisions that pertain to the issues military children who transfer schools encounter in participating in extracurricular activities, course placement, and enrollment in highly capable programs, Advanced Placements (AP), and career and technical programs (CTE). A copy of the complete compact is included in Appendix A.

### Legislative History

To take effect in a state, the compact must be adopted by the state's legislature and signed by the Governor. During the 2008 Legislature, it was submitted to the Washington Legislature for ratification in House Bill 2918 and Senate Bill 6426. During the legislative deliberations, questions were raised about the fiscal impact of the compact's requirements, whether the compact was consistent with state education laws, and the legal implications of adopting the compact. After extensive debate, Substitute Senate Bill 6426 (SSB 6426) was amended to remove the provision that would have approved the compact, and instead created a task force to analyze the compact, to explore concerns that were raised, and to make recommendations regarding how to address the concerns.

### Membership and Duties

The 16-member task force established in SSB 6426 included four legislators, four school district superintendents, and representatives from the U.S. Department of Defense (DoD), Attorney General's Office, the Office of Superintendent of Public Instruction, the State Board of Education, and Educational Service Districts. The task force met six times between May and November 2008 to complete its assignment.

The task force was required by the Legislature to review the compact and issue a final report on the following:

- a. Which components of the compact are currently being substantially implemented in Washington and which are not.
- b. The implications of, and the interplay between, the compact and applicable federal education law.
- c. The implications of, and the interplay between, the compact and applicable state education laws.
- d. The legal obligations that the compact would impose on the state if it were to be adopted.

The task force was also required to address any provisions within the compact that raise concerns of the task force members and shall make recommendations on how to address those concerns within the final report.

### **Process**

During the meetings, the task force: (1) received testimony from representatives of the Army, Navy, and Air Force regarding the problems faced by military dependents when they transfer from one state to another; (2) invited school counselors, principals, and superintendents to discuss the challenges that occur when students transfer in and out of their schools; (3) identified the state and federal laws that corresponded to the compact provisions; (4) explored the potential legal issues that may occur with the adoption of the compact; and (5) identified issues that members of the task force identified during the task force's deliberations. In addition, a survey of school districts was conducted to determine school district policies and practices related to the transfer of military dependents and other students, and the Attorney General Office's representative presented a legal analysis of the compact.

### **Issues Identified**

During the task force deliberations, the following major issues with the compact were raised and addressed:

- Specific provisions in the compact concerning:
  - The requirement that students be able to enroll in the grade they were enrolled in the sending state.
  - Participation in extracurricular activities.
  - The potential conflict between the compact's immunization provisions and our state's immunization laws and practices.
  - Enrollment of transfer students during the school year in gifted, AP, and CTE courses and programs.
  - The compact's provisions regarding exit exams and graduation requirements relative to Washington's graduation laws and requirements.
- The fiscal impact of adopting the compact on the state and school districts.
- Having different transfer requirements for children of military personnel and children of nonmilitary personnel.

### **Recommendations**

After exploring each issue, identifying policy and legal options, and deliberating on the overall merits and costs of adopting the compact, the task force recommended the Washington Legislature adopt the compact if a number of changes are made to the compact and to the state law. The changes to the compact are intended to address specific issues that were identified by school district representatives and others that were considered financially or operationally problematic or unworkable. (See Appendix B)

Specific recommended changes to the compact included modifying provisions dealing with release of transcripts when fines have not been paid, enrollment in highly capable and other programs, participation in extracurricular activities, and exit exam and graduation requirements. In addition, the task force recommended a number of changes in state education laws that are necessary if the compact is adopted. In addition, the task force recommended that implementation of the compact should be evaluated after it has been in place four years.

One of the most time consuming and continuous issues in the task force deliberations was whether the recommended changes to the compact were significant enough to be considered “material” changes or not. Since a compact is comparable to a contract between states, material changes to the compact without the agreement of the other compact members are problematic. While in many cases the proposed compact amendments were shared with a representative of the CSG and the task force was informed that the proposed changes were not “material” changes, questions remain. In an effort to clarify the issue, a copy of the report and the changes will be sent to the Interstate Compact Commission for its review.

### **Next Steps**

The legislative members of the task force will introduce legislation at the beginning of the 2009 session that will, if adopted, approve the compact with the recommended amendments and make other required changes to state education statutes. The legislation also will require that the State Council created in the compact conduct a review of the compact’s implementation, and recommend if Washington should continue to be a member of the compact and whether other actions should be taken. The council’s report would be submitted to the 2014 Legislature for its consideration and possible action.

In addition, if the compact is approved by the Legislature, the task force strongly recommends that Washington’s representative to the Interstate Compact, who is appointed by the Governor, be a practicing K–12 educator or a person with prior K–12 education experience.

# **Findings and Recommendations of the Washington State Task Force on the Interstate Compact on Educational Opportunity for Military Children**

## **I. Background**

### **A. Overview**

The State of Washington hosts the seventh largest U.S. Military presence in the nation. According to June 2008 Defense Management Data Center figures, with major Army, Navy, Air Force, Coast Guard, and Marine installations located in this state (along with the \$3 billion payroll as of latest 2006 data), Washington's active duty family numbers, including service members, spouses, and dependents totals 135,165.<sup>1</sup> The number of school-aged military children ages 5–18 is also seventh, at 28,952.<sup>2</sup> This number is expected to grow by an estimated 2,000, due to increases projected at Fort Lewis by 2012.<sup>3</sup>

It is commonly accepted that the average length of assignment to a military installation, slightly altered by service branch, is two to three years. Therefore, every year approximately 25–33 percent of these families are transferred into or arrive from another state or overseas, to fulfill military obligations. While similar to our increasingly mobile civilian workforce, military families are unique in that they do not generally get to choose when or where they will move next in serving the nation. School transition issues that result from this dynamic movement are known. The specific transition issues encountered by military school children are addressed in the policy components of the Interstate Compact, in an effort to ameliorate the issues to improve the military family quality of life.

### **Problems encountered when transferring among schools**

Besides the usual concerns every family, military or civilian, wrestles with regarding their children in school—socialization, grades, progression, getting into college or technical schools, and to forge a livelihood and successful career—the military family often determines, at the kitchen table, whether their quality of life is satisfactory enough to continue to make the sacrifices inherent in serving in the military. Particularly in the present environment of the Global War on Terror, our nation needs experienced, skilled military professionals to continue putting themselves in harm's way, if necessary, in service to our nation. For military families, school issues are frequently at the top of the decision tree in making the family decision whether to stay or leave the military.

While many who have served through the ages have anecdotal stories of school transitional hurdles and obstacles to overcome to help their children succeed, the 1999–2000 Military Child Education Coalition (MCEC) coordinated Secondary Education Transition Study<sup>4</sup> was the first to comprehensively study the effects of transition during high school years. MCEC was asked by the U.S. Army to design, conduct, and coordinate this study of nine Army selected installations and school districts worldwide. Clover Park School District, in Lakewood, Washington, was one of the nine chosen. The MCEC coordinated partnership involving the schools and the military installations resulted in Memorandums of Agreement (MOA) between school and military leadership to address challenges to improve transition predictability. This study validated issues

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<sup>1</sup> Defense Management Data Center Report, All DoD Active Duty, June 2008

<sup>2</sup> Ibid.

<sup>3</sup> Department of Defense Report on Assistance to Local Educational Agencies for Defense Dependents Education, November 7, 2008.

<sup>4</sup> <http://www.militarychild.org>.

in the areas of transfer of records and interpretation, transition in first weeks to a new school, extracurricular activity flexibility, Junior/Senior High School year moves and graduation requirements, and validated the anecdotal stories long out there. Clover Park signed their MOA in March 2001.

Further, in 2004, a DoD Military Child Initiative report, funded by the Johns Hopkins University Bloomberg School of Public Health entitled, “Strategies to Improve Transitions for Military and Other Highly Mobile Children”<sup>5</sup> recommended: Developing an academic plan that can be taken from school to school to meet all requirements for high school graduation; reserving extracurricular spots for transfer students so that a wrestler, basketball player, or robot maker can contribute and make friends with similar interests. Not excluding high achieving military student members of the National Honor Society in the new school; allowing students time to be with a deploying or returning parent.

Locally, in Washington, in July–August 2006 Navy Region Northwest conducted a survey of navy families who had transferred into Washington State. Those survey results indicated that 34 percent of navy families thought their child had been subjected to extra testing in Washington; 38 percent thought their child had been misplaced when transferring in; 12 percent thought their child had been in some way denied advancement. Regarding transfer of records, 8 percent reported some delay while transferring into Washington; 24 percent thought that course content or sequencing was erroneous; and 21 percent thought their child had missed extracurricular opportunities.

Given these widely acknowledged transition difficulties, a remedy via state legislative policy was deemed necessary.

### **Compact developed to address these problems**

As described above, military families move on a regular basis. While the respective armed services have taken great strides to ease the transition of service members, their spouses, and most importantly their children, much remains to be done at the state and local levels to ensure that the children of military families are afforded that same opportunities for educational success as other children and are not penalized or delayed in achieving their educational goals by inflexible administrative and bureaucratic practices.

The CSG, in cooperation with DoD Office of Personnel and Readiness, drafted a new interstate compact that addresses the educational transition issues of children of military families. Since July 2006, CSG has worked with a variety of federal, state, and local officials as well as national stakeholder organizations representing education groups and military families to create the new interstate agreement. A copy of the compact is included in Appendix A.

While the compact is not exhaustive in its coverage, it does address the key issues encountered by military families: eligibility, enrollment, placement, and graduation. In addition, the compact provides for a detailed governance structure at both the state and national levels with built-in enforcement and compliance mechanisms. CSG and DoD recognized that the development of any interstate compact needed to be a state-driven and state-championed solution.

In this case, state officials and other interested stakeholder groups, representing a variety of education and military family interests, were the drivers behind the compact creation process.

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<sup>5</sup><http://cecp.air.org/download/MCMonographFINAL.pdf>

First, an advisory group—composed of state officials and other critical stakeholders examined the challenges encountered by military families, students, and the educational system in addressing the unique needs of military children. The group then offered a set of recommendations to be included in the new compact. Composed of more than 20 regional and national organizations as well as state officials, the advisory group met twice in late-2006. Their work culminated in a set of broad (and often specific) recommendations as to what the final compact product should entail. Advisory groups contributing included:

- National Association of Elementary School Principals
- National Military Family Association
- Military Child Education Coalition
- U.S. Department of Education
- National School Boards Association
- National Parent Teachers Association
- Office of Lieutenant Governor of North Carolina
- Alabama State Senate
- Superintendent, Christian County Schools, Hopkinsville, Kentucky
- National Education Association
- Military Impacted Schools Association
- Maryland Department of Education
- Office of the Under Secretary of Defense
- California Department of Education
- Nevada State Senate
- Florida Department of Education
- Education Commission of the States
- The Council of State Governments

The advisory group was quickly followed by the drafting team. While the advisory group enjoyed thinking about the issue from a macro-level, the drafting team was tasked with implementing, via a draft compact, the thoughts, ideas, and suggestions of the advisory group. The six member drafting team, composed of compact and issue area experts, crafted the recommendations, as well as their own thoughts and expertise, into the draft compact. The document was then open for comment in July 2007 for both the stakeholders as well as the public.

#### **Adoption by other states**

Formally introduced in December 2007, the compact has been enacted, to date, by 11 states, including Kansas, Kentucky, Missouri, Michigan, Arizona, Colorado, Connecticut, Florida, Oklahoma, Delaware, and North Carolina. Task forces have been commissioned in Washington, California, Illinois, and Maryland to study further for possible 2009 legislative consideration.

#### **Initial meeting of the Interstate Compact Commission**

The first Interstate Commission meeting of the 11 voting member states was held in Mesa, Arizona from October 27–29, and an initial Rules Committee, Administration Committee, and officers were selected. It is expected the next Rules Committee meeting will be held in January 2009, and the next full commission meeting will be held in the fall of 2009.

### **B. Legislative History**

During the 2008 Washington Legislature, the compact submitted to the Legislature for ratification in House Bill 2918 and Senate Bill 6426. During the legislative deliberations, questions were raised about the fiscal impact of the compact's requirements, whether the compact was consistent with state education laws, and the legal implications of adopting the

compact. After extensive debate, Substitute Senate Bill 6426 (SSB 6426) was amended to remove the provision that would have approved the compact, and instead created a task force to analyze the compact, to explore concerns that were raised, and to make recommendations regarding how to address the concerns.

### C. Task Force Membership, Responsibilities, and process

The 16-member Washington State task force established in SSB 6426 included four legislators, four school district superintendents, and representatives from the Department of Defense, Attorney General's Office, the Office of Superintendent of Public Instruction, State Board of Education, and Educational Service Districts. See Figure 1.

**Figure 1: Military Compact Task Force Members**

Member	Affiliation	Title
Senator Steve Hobbs, Chair	Senate Democratic Caucus	Member, Washington State Senate
Rep. Christine Rolfes, Vice-Chair	House Democratic Caucus	Member, Washington State Representative
Rep. Glenn Anderson	House Republican Caucus	Member, Washington State Representative
Senator Curtis King	Senate Republican Caucus	Member, Washington State Senate
Mark B. San Souci	Department of Defense	Regional Liaison for Military Families, NW Defense-State Liaison Office
Warren Smith	State Board of Education	Vice Chair, State Board of Education
Martin Mueller	OSPI	Assistant Superintendent for Student Support, OSPI
Colleen Warren	Office of Attorney General	Assistant Attorney General
Greg Lynch	WASA/Olympic ESD	Superintendent, Central Kitsap School District
Dr. Rick Schulte	Northwest ESD	Superintendent, Oak Harbor School District
Mike Hickman	ESD 113	Assistant Superintendent for Support Services
Debbie LeBeau	Puget Sound ESD	Superintendent, Clover Park School District
Dr. Pam Veltri	ESD 101	Superintendent, Medical Lake School District
Dave Curry	ESD 105	Assistant Superintendent, for Fiscal Services
Karen Schwartzrock	ESD 112	Human Resources Director
Rebecca Sutherland	ESD 123	Tobacco Prevention and Cessation Coordinator

### Responsibilities

The task force was required by the Legislature to review the compact and issue a final report on the following:

- Which components of the compact are currently being substantially implemented in Washington and which are not.

- The implications of and the interplay between the compact and applicable state education law.
- The legal obligations that the compact would impose on the state if it were to be adopted.

The task force also was required to address any provisions within the compact that raise concerns of the task force members and to make recommendations on how to address these concerns within the final report.

### **Process**

The task force met six times between May and November 2008 to complete its assignment. During the meetings, the task force: (1) received testimony from representative of the Army, Navy, and Air Force regarding the problems faced by military dependents when they transfer from one state to another; (2) invited school counselors, principals, and superintendents to discuss the challenges that occur when students transfer in and out of their schools; (3) identified the state and federal laws that correspond to the compact provisions; (4) explored the potential legal issues that may occur with the adoption of the compact; and, (5) identified issues that members of the task force identified during the task force's deliberations. In addition, a survey of school districts was conducted to determine school district policies and practices related to the transfer of military dependents and other students.

## **II. Major Findings**

### **A. Components of the Compact that are Currently Being Implemented**

One of the tasks that the Legislature required the task force to complete was to determine which components of the compact are currently being substantially implemented in Washington and which are not. To accomplish this, the task force conducted a survey of Washington school districts that serve high numbers of military students. The survey was conducted to augment written and verbal testimony the task force received from school officials, military personnel, and military children and families.

#### **Survey Design and Methodology**

The task force determined that school districts with high numbers of military children were the best source of information regarding current implementation of compact components. Using a variety of data elements, including federal Impact Aid reports, military student density provided by estimated proximity to military installations, and anecdotal information, 24 school districts were identified to participate in the survey (See Appendix C). These districts serve the vast majority of military children enrolled in Washington State's public schools.

To determine the survey questions, the compact components were analyzed and then separated into three groups: those that are currently required by existing Washington law or regulation, those that may be implemented with local school district discretion, and those that are currently prohibited by Washington law. Because the task force concluded that a very brief survey would likely yield the highest response rate and the most accurate data, the survey questions focused only on those compact components that rest with local school district discretion, and those that are currently prohibited by law.

The resulting survey included a total of twelve questions. The first nine questions, addressing elements that rest with local district discretion, included the specific compact language, a brief analysis of the component, and response options identifying the degree to which the component is currently being implemented in the respondents' district. Options were "currently being substantially implemented," "currently being partially implemented," and "not at all being implemented."

The remaining three questions focused on the compact elements currently prohibited by Washington State law. Again, respondents were provided with the specific compact language, a brief analysis of the component, and then a four point scale identifying the degree of difficulty for the district to implement the component, ranging from “significant difficulty” to “not difficult at all.”

In addition to the distinct response options identified above, each of the 12 questions included an option for providing written comments.

The survey was administered using a commercially-available Web based survey tool. An invitation to participate in the survey, including instructions for accessing and completing the survey tool online, were sent via email to the superintendents of the 24 school districts. Respondents were given three weeks to complete and submit their survey.

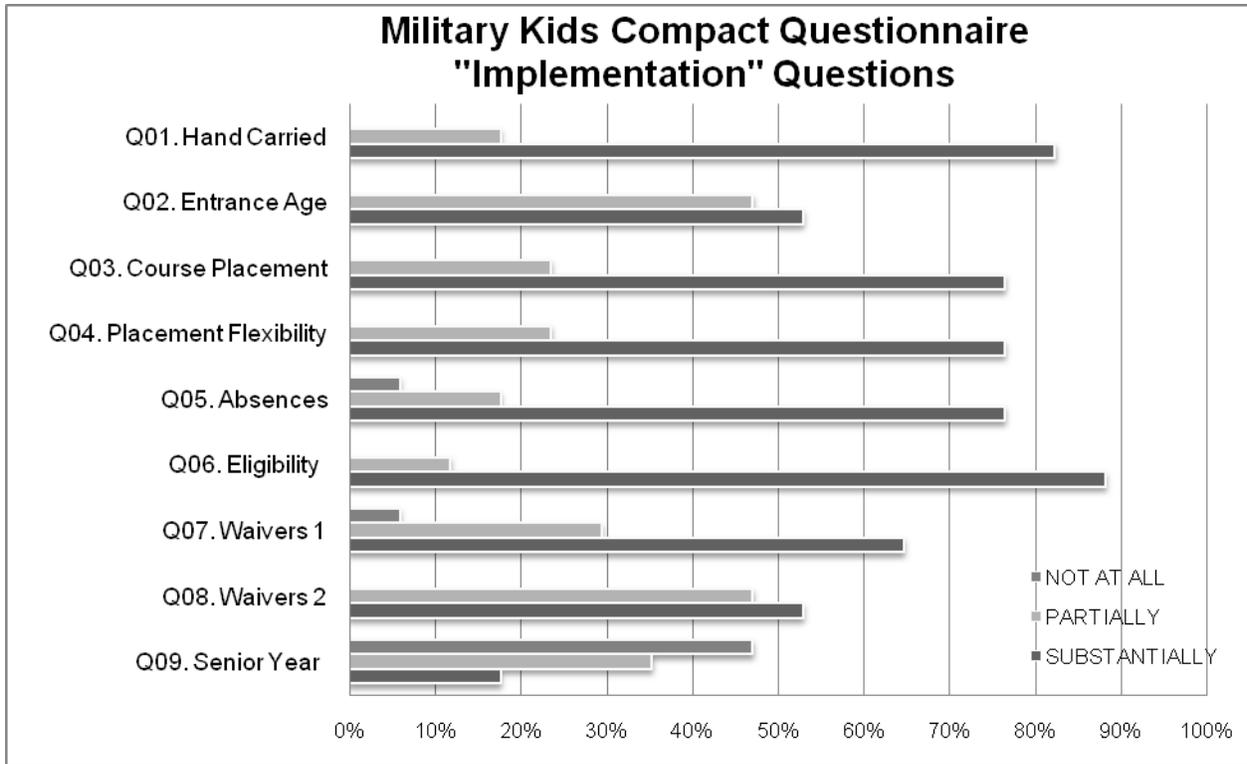
### **Results and Analysis**

A total of 17 of the 24 selected school districts submitted fully-completed surveys. This represents a 71 percent response rate. The full wording of the survey questions, the survey responses including percentages, and respondent comments can be found in Appendix C.

Figure 2 displays survey results for each of the nine survey questions that address the degree of implementation of compact components that currently rest with local district discretion. The results are displayed as a percentage of the total responses for each of the three response options. Although it appears that the majority of districts are currently substantially implementing the majority of compact components, there are two significant exceptions.

First, regarding kindergarten and first grade entry age, nearly half of the responding districts indicated only partial implementation of this component. In looking at the comments provided by respondents, many indicated that they currently deal with this issue on a “case-by-case” basis, with an emphasis on having flexibility to make placement decisions based on the age-appropriateness and readiness of the student.

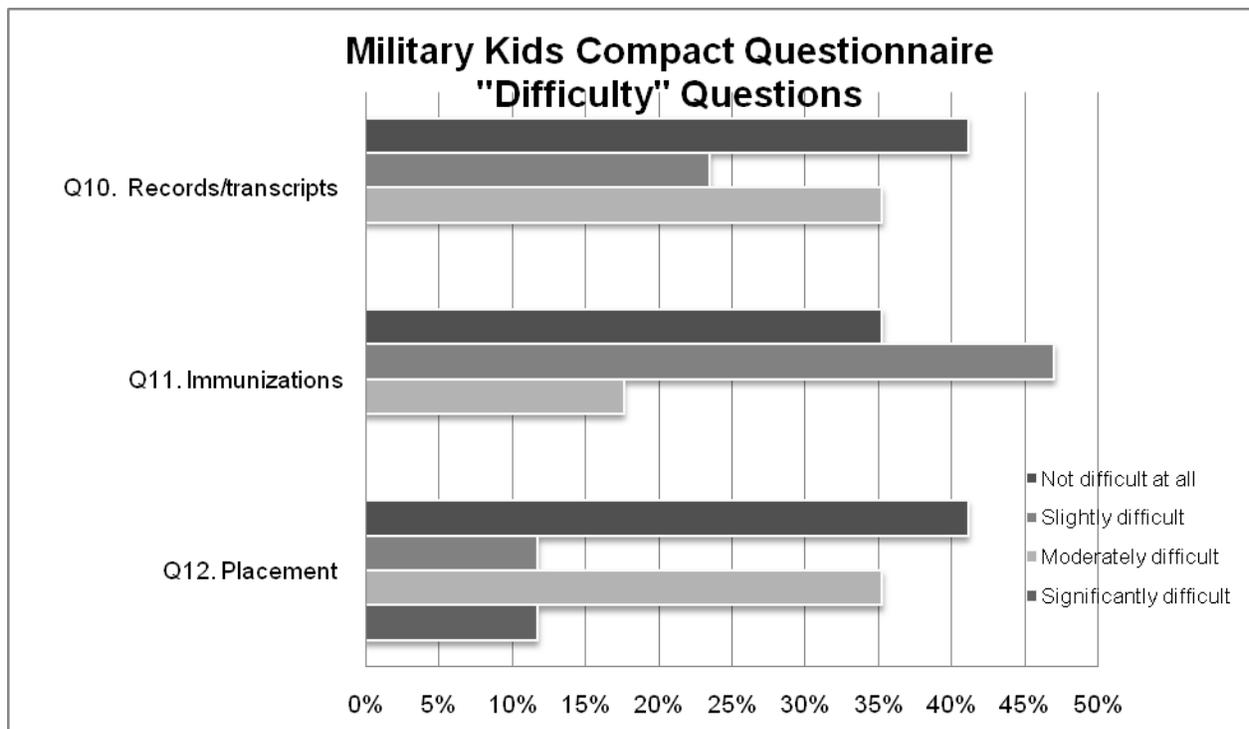
Second, questions seven, eight, and nine address high school graduation requirements. Question eight specifically addresses offering credit-deficient students with alternative means of acquiring required coursework so that graduation may occur on time. In their written comments, respondents indicated some difficulty with making this component work, particularly in light of the additional costs the district may incur in providing for additional course work. Question nine addresses facilitating graduation from the sending school district in another state. Only three respondents indicated that they were substantially implementing this compact component. However, in reviewing written comments, most indicated that this type of situation had not arisen in their district. Thus, these districts were not able to indicate any implementation simply because of a lack of opportunity.



**Figure 2. Percentage of response to compact component “Implementation” questions for each response option.**

The remaining three survey questions address compact components that are currently prohibited by Washington State law or regulations. Results for these questions are displayed in Figure 3. Again, the results are displayed as a percentage of the total responses for each of the four response options. More than half of the responding districts indicated that it would either be slightly difficult or not difficult at all to implement each of these three compact components.

Respondents indicated they would have the most difficulty implementing the education placement program component of the compact. In reviewing written comments, concerns were raised regarding the space-availability or the capacity of a school to initially honor placement of a new student in educational programs. This is particularly true for programs that are space-limited due to funding constraints such as Washington’s gifted and talented program.



**Figure 3. Percentage of response to compact component “Difficulty” questions for each response option.**

### **B. Implications and Interplay Between the Compact and Federal Law**

One of the tasks that the Legislature required the task force to accomplish was the completion of an analysis of the interplay between the compact and federal law. Summarized below are the task force’s findings.

#### McKinney-Vento Act

The Federal McKinney-Vento Act provides protections for students who are homeless and/or highly mobile. The Act ensures that barriers to the enrollment, retention, and school success of homeless students be eliminated, and homeless students will be afforded immediate school enrollment even in the absence of records normally required to enter the district. Further, students who are McKinney-Vento eligible have a right to remain enrolled in their school of origin, whenever feasible and in the best interest of the student, and in consideration of parent requests. Homeless students will have transportation to and from their school of origin provided or arranged by the local district, and they automatically qualify for free meals and all Title I services.

Children and youth in military families may qualify for service under McKinney-Vento if they meet the federal definition of homeless according to the McKinney-Vento Act. Examples could include:

- A military parent is deployed, leaving their child(ren) to be cared for by friends or relatives who may themselves be in an unstable or homeless living situation.
- A military parent has a child/youth that leaves home and becomes an “unaccompanied youth” (not in the physical custody of a parent or guardian). The unaccompanied youth may qualify under McKinney-Vento if they become unstably housed.
- Any situation where children/youth meet the McKinney-Vento definition of homeless.

### No Child Left Behind Act (NCLB)

Based on a review of the federal NCLB, none of the provisions in the compact are addressed in the NCLB Act.

### Special Education/Individuals with Disabilities Education Act (IDEA)

The Special Education provision of the compact (Article V, Section C) is consistent with the student transfer requirement in the federal IDEA.

### Section 504, Rehabilitation Act of 1973

If a student with a disability transfers to a district from another school district with a Section 504 plan, the receiving district is required to review the plan and supporting documentation. If a group of persons at the receiving school district, including persons knowledgeable about the meaning of the evaluation data and knowledgeable about the placement options, determines the plan is appropriate, the district is required to implement the plan. If the district determines that the plan is inappropriate, the district is to evaluate the student consistent with the Section 504 procedures at 34 CFR 104.35 and determine which educational program is appropriate for the student. The language of the compact would require the school district to initially provide reasonable accommodations and modifications “subject to an existing 504” plan.

### Family Educational Rights and Privacy Act (FERPA)

The FERPA prescribe rules for the release and disclosure of student records. There are two provisions in the compact dealing with the release of student records: (1) requiring the sending school to provide parents of their child’s educational records, and (2) sending the “official transcript” and other educational records to the receiving school within 10 days of receiving a request. Neither of these provisions is inconsistent with the provisions of FERPA.

## **C. Legal Implications of Adopting the Compact**

Below is a detailed review from the Washington State Attorney General’s Office on the legal implications of adopting the compact on Educational Opportunities for Military Children.

- 1. The Interstate Compact on Educational Opportunity For Military Children must be enacted into law by the legislature as drafted by the Council of State Governments subject only to the addition of language that does not materially vary from the text of the model agreement.**

The Interstate Compact on Educational Opportunity for Military Children (Compact) was drafted by the Council of State Governments (CSG). The CSG worked with a variety of federal, state, and local officials, as well as national stakeholder organizations representing education groups and military families, to create the interstate compact.<sup>6</sup>

In order for an interstate compact to come into existence,<sup>7</sup> “two or more states [must] enact essentially identical statutes that establish and define the compact and what it is to do.”<sup>8</sup> At

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<sup>6</sup> Council of State Governments, *Interstate Compact on Educational Opportunity for Military Children Legislative Resource Kit*, January 2008.

<sup>7</sup> The Compact Clause of the United States Constitution provides in part that: “No State shall, without the Consent of Congress, . . . enter into any Agreement or Compact with another State.” U.S. Const., art. I, § 10, cl. 3. However, the Compact Clause applies only to agreements “directed to the formation of any combination tending to the increase of political power in the states, which may encroach upon or interfere with the just supremacy of the United States.” *United States Steel Corp. v. Multistate Tax Comm’n*, 434 U.S. 452, 468, 98 S.Ct. 799 (1978). “The relevant inquiry must be one of impact on [the] federal structure.” *Id.* at 471. “If the joint activity does not affect the federal sphere, no approval by Congress is needed. If it affects the federal sphere, then Congress must authorize the activity.” *Seattle Master Builders Assoc. v. Pac. NW Elec. Power and Conserv. Planning Coun.*, 786 F.2d 1359 (9th Cir. 1986), citing *Cuyler v. Adams*, 449 U.S. 433, 440, 101 S.Ct. 703, 707 (1981).

<sup>8</sup> P. Hardy, *Interstate Compacts: The Ties that Bind*, 2 (1982).

present, eleven states have enacted the compact into law.<sup>9</sup> “Because interstate compacts are agreements entered into state law, they function simultaneously as contracts between states and as statutes within those states, and must be interpreted as such.”<sup>10</sup>

Since compacts are considered contracts,<sup>11</sup> their construction is governed by the legal principles applicable to contracts.<sup>12</sup> The general rule is that for an offer and acceptance to constitute a contract, the acceptance must meet and correspond with the offer in every respect.<sup>13</sup> The corollary of this rule is that any material variance between an offer and acceptance precludes formation of a contract.<sup>14</sup> A purported acceptance that changes the terms of an offer in any material respect may operate as a counteroffer, but it is not an acceptance and does not consummate the contract.<sup>15</sup>

*. . . As a contract, in order for the compact agreement to have the force of law in a jurisdiction that wishes to enter into the agreement, it must be accepted in precisely the same terms that constitute the offer – enactment of a statute entering into the compact and embodying the text, or execution of an agreement binding on the jurisdiction pursuant to specific statutory authorization. In order for the requisite “meeting of the minds” to occur with respect to the terms of the contract, no act constitutes acceptance unless it is an acceptance of the offer that has been made . . . Thus, care should be taken to enact identical texts in the law of all compacting jurisdictions . . . .”<sup>16</sup>*

In essence, this means Washington State must adopt the compact in precisely the terms it is being offered, subject only to nonmaterial changes or alterations. A material change or alteration is one that works some change in the rights, interests, or obligations of the parties to the writing.<sup>17</sup> However, if the intended acceptance adds a condition that can be implied in the original offer, then the condition is not a material variance rendering the acceptance ineffective.<sup>18</sup>

There are two alterations to the compact that should be made if the Compact is enacted into law in Washington. The first is in designating who in the executive branch of our state government is required to enforce the terms of the compact as required under Article XIII A. (e.g., the Superintendent of Public Instruction). The second is in designating the Washington Interscholastic Activities Association as the state entity responsible for facilitating the opportunities for transitioning military children’s inclusion in extracurricular activities as required under Article VI. B. These nonmaterial changes would not affect the validity of the Compact and

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<sup>9</sup> Arizona, Colorado, Connecticut, Delaware, Florida, Kansas, Kentucky, Michigan, Missouri, North Carolina, and Oklahoma have enacted the Compact. See, <http://www.csg.org>. Georgia’s Governor vetoed a bill mandating the state’s participation in the Compact. [http://www.legis.ga.gov/legis/2007\\_08/search/sb345.htm](http://www.legis.ga.gov/legis/2007_08/search/sb345.htm).

<sup>10</sup> *Aveline v. Pa. Bd. of Prob. and Parole*, 729 A.2d 1254, 1257 (Pa. Commw. Ct. 1999).

<sup>11</sup> See *Green v. Biddle*, 21 U.S. 1, 8 Wheat.1, (1823), where the U.S. Supreme Court noted for the first time that “. . . the terms compact and contract are synonymous.” See also, *Petty v. Tennessee-Missouri Bridge Comm’n* 359 U.S. 275, 285, 79 S.Ct. 785 (1959) (Frankfurter, J., dissenting) (“A compact is, after all, a contract.”)

<sup>12</sup> The U.S. Supreme Court outlined some of the indicia of compacts in *Northeast Bancorp, Inc. v. Board of Gov’rs of the Federal Reserve System*, 472 U.S. 159, 105 S.Ct. 2545, 2554 (1985). These include an agreement which creates the establishment of a joint organization for regulatory purposes; conditional consent by member states in which each state is not free to modify or repeal its participation unilaterally; and state enactments which require reciprocal action for their effectiveness.

<sup>13</sup> *Northwest Properties Agency, Inc. v. McGhee*, 1 Wash. App. 305, 462 P.2d 249 (1969).

<sup>14</sup> *Id.*

<sup>15</sup> *Northwest Television Club, Inc. v. Gross Seattle, Inc.*, 96 Wn.2d 973, 634 P.2d 837 (1981).

<sup>16</sup> Caroline N. Broun et al., *The Evolving Use and the Changing Role of Interstate Compacts*, at 123 (American Bar Association 2006) (Emphasis added).

<sup>17</sup> See *J.R. Watkins Co. v. Denbeigh*, 135 Wash. 488, 238 P.13 (1925); *Southern Cal. Edison Co. v. Hurley*, 202 F.2d 257 (9th Cir. 1953).

<sup>18</sup> See *Northwest Television Club, Inc.*, 96 Wn.2d at 841.

ensure that the persons responsible for performing the legal obligations required by the state under the agreement are sufficiently identified.<sup>19</sup>

## **2. The Legislature cannot unilaterally amend or modify the Compact once enacted into law in Washington State.**

In adopting an interstate compact, member states “have contractually agreed to reallocate governing authority away from individual states to a multilateral relationship defined by commonly accepted principles.”<sup>20</sup>

Upon entering into an interstate compact, a state effectively surrenders a portion of its sovereignty; the compact governs the relations of the parties with respect to the subject matter of the agreement and is superior to both prior and subsequent law. Further, when enacted, a compact constitutes not only law, but a contract which may not be amended, modified, or otherwise altered without the consent of all parties . . . .<sup>21</sup>

Consequently, the Legislature is not free to unilaterally amend or modify the Compact language once it is enacted into law in Washington State.<sup>22</sup> Instead, Article XV expressly provides that only the Interstate Commission may propose amendments to the Compact for consideration by the member states.<sup>23</sup> Moreover, an amendment can only take effect upon enactment into law by all the member states.<sup>24</sup>

Our courts have recognized a general rule of law that “one legislature cannot abridge the power of a succeeding legislature, and succeeding legislatures may repeal or modify acts of a former legislature.”<sup>25</sup> However, the Washington Supreme Court has held that “exceptions appear in those cases in which the legislative act is equivalent to a contract” or some other form of constitutional restriction.<sup>26</sup> This is because both the federal and state constitutions contain contract clauses which generally prohibit the passage of laws impairing existing contractual obligations.<sup>27</sup> The U.S. Supreme Court has held that the contract clause “embraces all contracts . . . whether between individuals or between a state and individuals, and that a state has no more power to impair an obligation into which she herself has entered than she can the contracts of individuals.”<sup>28</sup>

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<sup>19</sup> See *Kansas City Area Transp. Auth. v. State of Mo.*, 640 F.2d 173, 174 (8<sup>th</sup> Cir. 1981), quoting *Henderson v. Delaware River Joint Toll Bridge Comm’n*, 362 Pa. 475, 66 A.2d 843, 849 (1949) (“It is within the competency of a State, which is a party to a compact with another State, to legislate in respect of matters covered by the compact so long as such legislative action is in approbation and not in reprobation of the compact.”)

<sup>20</sup> See Caroline A. Broun et al., *The Evolving Use and the Changing Role of Interstate Compacts*, at 21-22 (American Bar Association 2006).

<sup>21</sup> *C.T. Hellmuth & Assocs., Inc., v. Washington Metro Area Transit Auth.*, 414 F.Supp. 408 (D.Md. 1976) (citations omitted).

<sup>22</sup> See *McComb v. Wambaugh*, 934 F.2d 474, 479 (3d Cir. 1991) (An interstate compact functions as a contract and “takes precedence over statutory law in member states.”)

<sup>23</sup> See Article XV § C. which provides: “Only the Commission may propose amendments to the compact for enactment by the member states. No amendment shall become effective and binding upon the Interstate Commission and the member states unless and until it is enacted into law by unanimous consent of the member states.” The Interstate Commission is the governing body of the Compact composed of representatives from each member state as well as various ex-officio members representing stakeholder groups. The Interstate Commission provides general oversight of the agreement, adopts and enforces rules as provided therein, and ensures compliance with the requirements of the Compact. See Articles IX and X.

<sup>24</sup> *Id.*

<sup>25</sup> *Washington State Farm Bureau Fed’n v. Gregoire*, 162 Wn.2d 284, 174 P.3d 1142 (2007).

<sup>26</sup> *Id.*, citing to *Gruen v. State Tax Comm’n* 35 Wn. 2d 1, 54, 211 P.2d 651 (1949); and Kristen L. Fraser, *Method, Procedure, Means and Manner. Washington’s Law of Law-Making*, 39 Gonz. L. Rev. 447, 478 (2003-2004), (“Absent contractual protection or some other form of constitutional restriction, nothing prevents one legislature from amending the work of a previous legislature.”)

<sup>27</sup> “No . . . law impairing the obligations of contracts shall ever be passed.” Wash. State Const. art. I § 23. This provision is substantially the same as U.S. Const. art. I § 10 and is interpreted the same. *Ruano v. Spellman*, 81 Wn.2d 820, 825, 505 P.2d 447 (1973).

<sup>28</sup> *Green v. Biddle*, 21 U.S. 1, 8 Wheat. 1, (1823).

Generally, a statute is treated as a contract when the language and circumstances demonstrate a legislative intent to create rights of a contractual nature enforceable against the state.<sup>29</sup> As previously noted, a compact is a contract. Therefore, the legislature cannot substantially impair a lawful obligation it has agreed to by subsequently amending the statute enacting the Compact into law. To do so could result in the impairment of contractual rights in violation of state and federal constitutional law.<sup>30</sup>

**3. While the state can withdraw from the Compact, the withdrawal doesn't take effect until one year after the effective date of the repeal of the statute enacting the Compact into law.**

A state becomes a member of the Compact upon its enactment into state law by the legislature.<sup>31</sup> The compact remains in effect until such time that the state membership is reduced to only one state.<sup>32</sup> A state can, however, withdraw from the Compact by repealing the statute which enacted the Compact into law.<sup>33</sup> The effective date of the withdrawal is one year after the effective date of the statute repealing the Compact. The state is responsible for all assessments, obligations, and liabilities incurred through the effective date of withdrawal.<sup>34</sup>

**4. The adoption of the Compact requires a school district to treat transitioning military students different from other students transitioning into or out of a public school.**

The Compact only applies to military students transferring into or out of our state's public schools in grades kindergarten through high school.<sup>35</sup> A nonmilitary transfer student is not accorded the same treatment in regards to the matters covered by the Compact. This raises the potential for a constitutional challenge to the Compact on equal protection grounds if enacted into law.

Equal protection under the law is required by both the Fourteenth Amendment to the United States Constitution and Article I, Section 12 of the Washington Constitution.<sup>36</sup> The federal constitution provides that no state shall "deny to any person within its jurisdiction the equal protection of the laws."<sup>37</sup> The Washington Constitution provides that "[n]o law shall be passed granting to any citizen, class of citizens, or corporation other than municipal, privileges or

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<sup>29</sup> *Washington Federation of State Employees, AFL-CIO, Council 28 AFSCME v. State*, 101 Wn.2d 536, 682 P.2d 869 (1984), quoting *United States Trust Co. v. New Jersey*, 431 U.S. 1, 97 S.Ct. 1505 (1977), n. 14.

<sup>30</sup> In analyzing claims that legislation unconstitutionally impairs contractual rights, the issue is whether state law has "operated as a substantial impairment of a contractual relationship." *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 244, 98 S.Ct. 2716 (1978). "This inquiry has three components: whether there is a contractual relationship, whether a change in law impairs that contractual relationship, and whether the impairment is substantial." *General Motors Corp. v. Romein*, 503 U.S. 181, 186, 112 S.Ct. 1105 (1992). If the legislation involves a substantial impairment, "the State, in justification, must have a significant and legitimate public purpose behind the [law] . . . , such as remedying a broad or general social or economic" problem. *Energy Reserves Group, Inc. v. Kansas Power and Light Co.*, 459 U.S. 400, 411-12, 103 S.Ct. 697 (1983). If a legitimate public purpose is established, it must be determined whether the law "[is based] upon reasonable conditions and [is] of a character appropriate to the public purpose justifying [the legislation's] adoption." *Id.* at 412 (quoting *U. S. Trust Co. of New York v. New Jersey*, 431 U.S. 1, 22, 97 S.Ct. 1505 (1977)). While courts will generally defer to legislative judgments as to the necessity and reasonableness of acts affecting contractual relationships, *Keystone Bituminous Coal Ass'n v. DeBenedictis*, 480 U.S. 470, 505, 107 S.Ct. 1232 (1987), such deference is not appropriate where the State's financial self-interest is at stake. *United States Trust Co. v. New Jersey*, 431 U.S. at 25-26.

<sup>31</sup> See Article XV, B. The article provides: "The compact shall become effective and binding upon legislative enactment of the compact into law by no less than ten (10) of the states. The effective date shall be no earlier than December 1, 2007. Thereafter it shall become effective and binding as to any other member state upon enactment of the compact into law by that state . . . ." Although the Compact needed ten states to pass legislation before it could be activated, the Compact cannot be dissolved unless there is only one remaining member. See Article XVI, B.

<sup>32</sup> See Article XV, B.

<sup>33</sup> *Id.*

<sup>34</sup> See Article XVI, A.

<sup>35</sup> See Article III.

<sup>36</sup> *O'Hartigan v. Dep't of Pers.*, 118 Wn.2d 111, 121, 821 P.2d 44 (1991).

<sup>37</sup> U.S. Const. amend. 14, § 1.

immunities which upon the same terms shall not equally belong to all citizens, or corporations.”<sup>38</sup> Our state supreme court has held that the equal protection clause of the Fourteenth Amendment and Article I, Section 12 are substantially identical and subject to the same analysis.<sup>39</sup> Equal protection requires that “all persons similarly situated should be treated alike.”<sup>40</sup> In other words, the laws of a state must treat an individual in the same manner as others in similar conditions and circumstances.

Generally, the question of whether the equal protection clause has been violated arises when a state grants a particular class of individuals the right to engage in an activity yet denies other individuals the same right. In reviewing a challenge to a legislative classification where the classification involves neither suspect criterion nor affects fundamental interests, the court will engage only in the minimal scrutiny required by the “rational basis” test in determining whether the equal protection clause has been violated.<sup>41</sup> The rational basis test requires only that the means employed by the statute be rationally related to a legitimate state goal.<sup>42</sup> The test carries a strong presumption of constitutionality and grants the legislature wide discretion in creating classifications.<sup>43</sup> “Social and economic legislation that does not implicate a suspect class or fundamental right is presumed to be rational; this presumption may be overcome by a clear showing that the law is arbitrary and irrational.”<sup>44</sup>

The statute enacting the Compact would survive a challenge on equal protection grounds if a court found that the classification created applies equally to all members of the designated class; reasonable distinctions exist between those within and those outside the class; and the classification bears a rational relationship to the purpose of the legislation.<sup>45</sup> In reviewing the statute enacting the Compact into law, “the court may assume the existence of any conceivable state of facts that could provide a rational basis for the classification.”<sup>46</sup>

## **5. The state is obligated to pay an annual assessment to the Interstate Commission while a member state of the Compact.**

The Compact gives significant authority to the Interstate Commission that includes the levying and collecting of annual assessments to be paid by the member states to cover its costs.<sup>47</sup> The amount levied “must be in a total amount sufficient to cover the Interstate Commission’s annual budget as approved each year.”<sup>48</sup> If the Compact is enacted into law, Washington would be required to pay an annual assessment that has yet to be established. The Compact provides that “[t]he aggregate annual assessment amount shall be allocated based upon a formula to be determined by the Interstate Commission, which shall promulgate a rule binding upon all member states.”<sup>49</sup>

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<sup>38</sup> Wash. Const. art. 1, § 12.

<sup>39</sup> See *State v. Shawn P.*, 122 Wn.2d 553, 559-60, 859 P.2d 1220 (1993). See also *City of Seattle v. Rogers Clothing for Men Inc.*, 114 Wn.2d 213, 233, 787 P.2d 39 (1990) (“Ordinarily inconsistency with our ‘privileges and immunities’ clause implies inconsistency with the federal equal protection clause.”); and *Andersen v. King County*, 158 Wn.2d 1, 52, 138 P.3d 963 (2006) (holding that the same analysis that applies under the federal equal protection clause applies under the state privileges and immunities clause “unless the challenged law is a grant of positive favoritism to a minority class”).

<sup>40</sup> *American Legion Post #149 v. Washington State Dept. of Health*, 164 Wn.2d 570192 P.3d 306 (2008) (quoting *City of Cleburne v. Cleburne Living Ctr., Inc.*, 473 U.S. 432, 439, 105 S.Ct. 3249 (1985)).

<sup>41</sup> *American Network, Inc. v. Util. & Transp. Comm’n.*, 113 Wn.2d 59, 77, 776 P.2d 950 (1989).

<sup>42</sup> *American Legion Post #149 v. Washington State Dept of Health* at 324.

<sup>43</sup> *Id.*

<sup>44</sup> *Id.* (quoting *Hodel v. Indiana*, 452 U.S. 314, 331-32, 101 S.Ct. 2376 (1981)).

<sup>45</sup> *O’Hartigan*, 118 Wn.2d at 122.

<sup>46</sup> *Andersen v. King County*, 158 Wn.2d at 52.

<sup>47</sup> See Article XIV.

<sup>48</sup> Article XIV, A.

<sup>49</sup> *Id.*

## **6. The State is contractually obligated to delegate rulemaking authority to the Interstate Commission regarding matters authorized in the Compact.**

In Article XII, the Compact delegates to the Interstate Commission the authority to adopt binding and enforceable rules. Our state constitution vests the legislative power in the Senate and House of Representatives.<sup>50</sup> Consequently, the legislature cannot surrender or delegate its power to promulgate substantive law. However, the constitution does not preclude delegating the power to promulgate rules to carry out an expressed legislative purpose.<sup>51</sup> Moreover, the U.S. Supreme Court upheld the delegation of power to an interstate agency involving a compact as “one of the axioms of modern government.”<sup>52</sup>

In order for a delegation of rulemaking to be valid it must meet certain requirements. First, the legislature must provide standards or guidelines which indicate in general terms what is to be done and the administrative body which is to do it.<sup>53</sup> Second, adequate procedural safeguards must be provided, in regard to the procedure for promulgation of the rules and for testing the constitutionality of the rules after promulgation.<sup>54</sup> Such safeguards ensure that administratively promulgated rules and standards are as subject to public scrutiny and judicial review as are standards established and statutes passed by the legislature.<sup>55</sup>

In Article XII, the Compact provides that “rules shall be made pursuant to a rulemaking process that substantially conforms to the ‘Model State Administrative Procedures Act,’ of 1981 . . . as may be appropriate to the Commission.”<sup>56</sup> The Model State APA has been furnished as guidance to the states since 1946 for use in agency rule making and adjudication. It provides for publication of a proposed rule, notice to interested persons, and the issuance of a concise explanatory statement and publication of the rule at least 30 days before it becomes effective.<sup>57</sup>

## **7. The state is obligated to enforce the terms of the Compact upon its enactment and can be subject to a lawsuit in Federal District Court**

In addition to being a binding and enforceable contract, the Compact becomes state statutory law upon its enactment into law.<sup>58</sup> Upon this occurrence, a school district will be obligated to comply with the following statutory requirements embodied into law under the Compact:

- Educational Records and Enrollment – provide a parent a set of unofficial education records when a student transfers to an out-of-state school if the official education records cannot be released to the parent, and furnish the official education records to the school in the receiving state within ten days or under the time period set forth in the rules adopted by the Interstate Commission;<sup>59</sup> accept the student’s unofficial education records in lieu of the

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<sup>50</sup> Wash. Const. art. II, § 1.

<sup>51</sup> *Senior Citizens League, Inc. v. Dep’t of Soc. Sec.*, 38 Wn.2d 142, 228, 228 P.2d 478 (1951).

<sup>52</sup> *State ex rel. Dyer v. Sims*, 341 U.S. 22, 71 S.Ct. 557, 562 (1951).

<sup>53</sup> *Barry & Barry, Inc. v. State Dep’t of Motor Vehicles*, 81 Wn.2d 155, 500 P.2d 540 (1972).

<sup>54</sup> *Id.*

<sup>55</sup> *Id.*

<sup>56</sup> Article XII, B.

<sup>57</sup> Since the model APA is intended to apply to states, it does present some uncertainties as to how it would apply to the Interstate Commission’s adoption of rules under the Compact. Specifically, the model APA requires that a proposed rule be published in a state bulletin. Does this mean a rule proposed by the Commission must be published in each member states bulletin? Does the same requirement apply to the publication of any final rules adopted by the Interstate Commission? Additionally, the Compact provides that “any person may file a petition for judicial review of [any] rule” adopted by the Interstate Commission. See Article XII C. However, the Compact is silent as to where a petition would be filed and what standards a court would apply to the review of a challenged rule.

<sup>58</sup> See Caroline N. Broun, et al., *The Evolving Use and the Changing Role of Interstate Compacts*, (American Bar Association 2006) at 163. (“A compact is both concurrently statutory (within a member state) and contractual (between member states.)”)

<sup>59</sup> Article IV, A.

official records for purposes of enrollment and placement in a school within its district pending validation by the official records, and simultaneously request the student's official education record from the school in the sending state;<sup>60</sup> provide thirty days from the date of enrollment, or as otherwise determined by rules of the Interstate Commission, to obtain any immunization(s) required;<sup>61</sup> allow a military child to enroll in school at the grade level (first grade or kindergarten) the child was in at the out-of-state school,<sup>62</sup> and to be eligible for enrollment in the next highest grade level if they satisfactorily completed the prerequisite grade level in the sending state.<sup>63</sup>

- Placement and Attendance – place a military student in courses based on the student's enrollment and/or educational assessments by the sending state;<sup>64</sup> honor placement of the student in educational programs based on current education assessments or participation/placement "in like programs" in the sending state;<sup>65</sup> comply with the requirements for the provision of special education services as required by federal law;<sup>66</sup> and grant students of a parent or guardian that has been called to, or is on leave from, active duty, or who has immediately returned from deployment to a combat zone/support posting, additional excused absences at the discretion of the school district.<sup>67</sup>
- Eligibility – accept a special power of attorney relative to the guardianship of a military child as sufficient for purposes of enrollment and all other actions requiring parental participation and consent; not charge tuition to a military child placed in the care of a noncustodial parent or other person who lives in a jurisdiction other than that of the custodial parent; allow a military child who is placed in the care of a noncustodial parent or other person, outside of the custodial parent's jurisdiction, to continue attending the school in which the child was enrolled while residing with the custodial parent;<sup>68</sup> and "facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified."<sup>69</sup>
- Graduation – waive courses required for graduation if "similar course work" has been satisfactorily completed in another local education agency, or provide reasonable justification for denial; in the case where a waiver is not granted to a student who would qualify to graduate from the sending school, provide an alternative means of acquiring coursework so that graduation may occur on time; accept exit or end-of-course exams

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<sup>60</sup> Article IV B.

<sup>61</sup> Article IV C.

<sup>62</sup> For example, a school district would be required to allow a five-year-old student who was enrolled and attended kindergarten in a school in another state to continue in kindergarten at a school in its district even though the child did not meet the school's requirement that a child be six years of age by a certain date to enroll in kindergarten. To allow for continuity, a school district would be required to allow a five-year-old child who has completed kindergarten in another state to enter the first grade despite the district's requirement that a child be at least six years of age by a certain date to enroll in first grade.

<sup>63</sup> Note that Article IV, unlike Article V, does not allow the school district to perform subsequent evaluations to ensure appropriate placement of the child in kindergarten or first grade.

<sup>64</sup> A school district's obligation to place a student applies only if a course is offered by the school. Course placement under the Compact "includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses." Article V, A. The receiving school can perform". . . subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s)." *Id.* The Compact provides school district officials with flexibility to waive conditions or prerequisites for a course or program. Article V, D.

<sup>65</sup> See Article V, B ("Such programs include, but are not limited to: (1) gifted and talented programs; and (2) English as a second language (ESL)."). As provided in A the receiving school can perform subsequent evaluations to ensure appropriate placement of the student.

<sup>66</sup> Article V, C.

<sup>67</sup> Article V, E.

<sup>68</sup> Article VI, A.

<sup>69</sup> Article VI, A and B.

required for graduation from the sending state, norm-referenced achievement tests,<sup>70</sup> or alternative testing, in lieu of testing requirements for graduation in Washington State;<sup>71</sup> in the case of a military student who transfers in his/her senior year from a school that is from a member state but doesn't meet graduation requirements in this state, work with the school in the sending state to ensure that the student receives a diploma if the student meets the graduation requirements of the sending school; in the case where a sending school is not a member of the Compact, use "best efforts" to facilitate the on-time graduation of the student.<sup>72</sup>

Additionally, a school district will be required to comply with any rules lawfully adopted by the Interstate Commission under the authority prescribed in the Compact.

Article XIII requires that the executive branch of our state government "shall enforce this compact and shall take all actions necessary and appropriate to effectuate the compact's purposes and intent."<sup>73</sup> The Interstate Commission is authorized to compel enforcement of this clause, by majority vote of its members, through the filing of a lawsuit in the U.S. District Court for the District of Columbia or in the federal district court where the Commission has its principle offices. This could include an action by the Interstate Commission against the state to compel it to enforce the terms of the compact and its rules.<sup>74</sup>

**8. If adopted into law, Washington will be required to create a State Council whose responsibilities include, among other things, the requirement to appoint or designate a military family education liaison.**

Article VII of the Compact requires the creation of a State Council or the use of an existing agency or board, ". . . for the coordination among its agencies of government, local education agencies and military installations concerning the state's participation in, and compliance with, this compact and Interstate Commission activities."<sup>75</sup> The Compact further prescribes the members that must be included on the Council.<sup>76</sup> Since there is no existing state board or agency in Washington that is composed as prescribed in the Compact, Washington would be required to create a State Council upon its enactment into law.

The State Council is required to "appoint or designate a military family education liaison to assist military families and the state in facilitating the implementation of this compact."<sup>77</sup> This would prevent the Legislature from directing that the duties and responsibility of this person be performed by some other agency in state government (e.g., the State Superintendent of Public Instruction or the Office of the Education Ombudsman).

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<sup>70</sup> A norm-referenced test would be any test that compared a student's performance against the set of scores that represent the national average or "norm." This is in contrast to a test, such as the Washington Assessment of Student Learning, where performance is measured against state standards and not against other students' scores.  
<http://www.k12.wa.us/communications/pressreleases2005/ITBS2005.aspx>.

<sup>71</sup> It is unclear what is intended by the phrase "alternative testing, in lieu of testing requirements for graduation in the receiving state."

<sup>72</sup> Article VII C requires that this be done in accordance with Sections A and B.

<sup>73</sup> See Article XIII, A.1.

<sup>74</sup> Depending upon the facts of any cause of action, a special Assistant Attorney General may need to be appointed to assist in the defense of an action filed against the state in federal court in another state. Note that under Article XIII, D. 2, "[t]he relief sought may include both injunctive relief and damages."

<sup>75</sup> See Article VIII, A.

<sup>76</sup> *Id.*

<sup>77</sup> See Article VIII, B.

#### **D. Implications and Interplay Between the Compact and State Laws**

The task force and staff spent a considerable amount of time analyzing the specific educational provisions of the compact relative to current state law to identify compact provisions that were consistent or not consistent with state law. The results of this analysis are included in the table included in Appendix B.

As shown in the table, a determination was made if specific compact provisions were: (1) consistent with state law, (2) not consistent with state law; or (3) either not addressed in state law or that school districts were given discretion regarding the implementation of the provision. The analysis found that five provisions were consistent with state law, nine provisions were not consistent; and eight provisions were either not addressed or school districts had discretion in making decisions.

In cases in which provisions were not consistent with state law, not addressed, or school districts had discretion, policy options for recommendations were identified and discussed by the task force. After the discussion, the task force agreed on a recommendation regarding how to address the issue or concern raised by the conflict between the compact and state law. These recommendations are discussed in the next section and included in the table included in Appendix B.

### **III. Concerns Raised by the Task Force and Recommendations**

As a result of the review of state laws and concerns expressed by school district superintendents and counselors, the task force identified and addressed approximately fifteen concerns with the current compact. These concerns ranged from issues raised by specific provisions of the compact (e.g., eligibility for extracurricular participation, educational program placement) to broader concerns (e.g., the added cost incurred by school districts in implementing the compact).

To identify potential concerns, the Task Force met with counselors, principals, school district superintendents, and representatives from the Washington Interscholastic Activities Association (WIAA), the Department of Health, and the State Board of Health. It also conducted a survey of school districts to determine current practice with regard to specific provisions, and as noted in the previous section, completed an analysis of whether or not the compact provisions are consistent with state law. In addition, the Task Force had presentations from representatives of the Navy, Air Force, and Army, and family support personnel, parents, and children from the services.

With each concern that was identified, the Task Force identified possible recommendation options for addressing the concern, discussed the advantages and disadvantage of each option, and agreed upon a recommendation regarding how best to address the concern.

#### **A. Concerns Regarding Specific Provisions of the Compact**

Table 2 is a summary of the concerns raised by specific provisions of the compact and the task force's recommendations. In all cases, the recommendation applies only to military dependents covered by the compact.

**Table 1 – Concerns and Recommendations**

Compact Provision	Concerns	Task Force Recommendations
<b>ARTICLE IV – EDUCATIONAL RECORDS AND ENROLLMENT</b>		
<p><b>A. Unofficial or “hand-carried” education records.</b> In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.</p>	<p>- Current state law delegates to local school districts procedures for the release of educational records. There is no requirement that schools furnish parents a copy of their children’s records.</p>	<p>Amend <b>WA law</b> to require school districts to furnish the parents of students transferring out-of-state a set of unofficial educational records, if requested. School districts may charge parents the actual cost of providing the copies.</p>
<p><b>B. Official education records/transcripts.</b> Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student’s official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within <b>ten (10) days</b> or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.</p>	<p>(1) The timeframes in which records must be sent differ. WA requires information to be transmitted within two school days of receiving the request (this is likely a faxed copy), and the paper copy of the records be sent as soon as possible.</p> <p>The compact requires that the school in the sending state process and furnish the official education records to the school in the receiving state within <b>ten days</b>.</p> <p>(2) WA law allows for the official transcript to be withheld if the student has not paid fines related to an offense against the sending school’s property or personnel.</p>	<p>1) Amend <b>WA law</b> to add the ten day requirement for sending the records.</p> <p>2) Add a provision to the <b>compact</b> that allows the official transcript to be withheld if there is an unpaid fine.</p>
<p><b>C. Immunizations.</b> Compacting states shall give thirty (30) days from the date of enrollment or within such time as is reasonably determined under the rules promulgated by the Interstate Commission, for students to obtain any immunization(s) required by the receiving state. For a series of immunizations, initial vaccinations must be obtained within thirty (30) days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.</p>	<p>- The compact allows the student to start school as long as the immunization occurs within 30 days. For a series, the initial immunization has to occur within thirty days, but the series does not have to be completed within thirty days.</p> <p>- Current state law is more restrictive. It requires single shot immunizations to be completed on or before the first day of school, and multi-shot immunizations to commence on or before the first day of school.</p> <p>However, the State Board of Health has recently revised its rules to allow students who have begun their immunizations to attend school for 30 days subject to receiving the remaining immunizations.</p>	<p>Amend the <b>compact</b> by adding the following sentence to the beginning of the provision: “On or before the first day of attendance, the parent or guardian must meet the immunization documentation requirements of the Washington Board of Health.”</p>

Compact Provision	Concerns	Task Force Recommendations
<p><b>D. Kindergarten and First grade entrance age.</b> Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a local education agency in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.</p>	<p>- The compact requires the student to continue in the prior grade regardless of age. State law gives school districts discretion in assigning the student's grade level.</p>	<p>Amend <b>WA law</b> to eliminate the current school district discretion in assigning the grade level of transferring students to be consistent with the compact.</p>
<b>ARTICLE V – PLACEMENT AND ATTENDANCE</b>		
<p><b>A. Course placement.</b> When the student transfers before or during the school year, the receiving state school shall initially honor placement of the student in educational courses based on the student's enrollment in the sending state school and/or educational assessments conducted at the school in the sending state if the courses are offered. Course placement includes, but is not limited to: Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).</p>	<p>- Course placement is a local school district decision.</p>	<p>Add "If space is available, as determined by the school district" to the <b>compact</b> provision.</p>
<p><b>B. Educational program placement.</b> The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: (1) gifted and talented programs; and (2) English as a second language (ESL). This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement of the student.</p>	<p>- Current state law regarding placement in the Highly Capable and Transitional Bilingual programs require placement testing before a placement decision may be made.</p>	<p>Add "If space is available, as determined by the school district" to the <b>compact</b> provision. Clarify in <b>WA law</b> that school districts have discretion in determining whether the program in the sending state is a "like program."</p>
<b>ARTICLE VI - ELIGIBILITY</b>		
<p><b>A. Eligibility for enrollment</b></p> <p>(2) A local education agency shall be prohibited from charging local tuition to a military child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.</p> <p>(3) A military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial</p>	<p>(2) In-state students cannot be charged tuition if they attend a WA school. Tuition or a fee must be charged for students who live out-of-state unless they live in Idaho and have a WA post office box.</p> <p>(3) WA's Choice law gives school districts discretion in whether a student may continue to remain enrolled in the</p>	<p>(2) Amend <b>WA law</b> to prohibit schools from charging out-of-state tuition to a child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in another state while the parent is under military orders.</p> <p>(3) a. Amend <b>WA law</b> to allow a student to remain enrolled in a school in which he/she was enrolled while residing with the custodial</p>

Compact Provision	Concerns	Task Force Recommendations
parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent.	district when the student moves out of the district.	parent if the custodial parent is required to relocate because of military orders.  b. Specify in <b>WA law</b> that the non-resident school district is not required to pay transportation costs unless otherwise required by state or federal law.
<b>B. Eligibility for extracurricular participation</b> State and local education agencies shall facilitate the opportunity for military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.	The WIAA rules pertaining to transfer students who want to participate in <u>sports</u> are largely consistent with this compact provision. However, the WIAA application deadline rules for <u>activities</u> (e.g., cheerleading, debate, drill team) are more restrictive than the compact.	Amend the <b>compact</b> by adding the following sentence to the end of the compact provision "and space is available, as determined by the school district"  Amend the <b>compact</b> to indicate that the "state education agency" responsible for this provision is the WIAA.
<b>ARTICLE VII - GRADUATION</b>		
<p><b>B. Exit exams.</b> States shall accept:</p> <p>(1) Exit or end-of-course exams required for graduation from the sending state;</p> <p>(2) National norm-referenced achievement tests, or</p> <p>(3) Alternative testing, in lieu of testing requirements for graduation in the receiving state. In the event the above alternatives cannot be accommodated by the receiving state for a student transferring in his or her Senior year, then the provisions of Article VII, Section C shall apply.</p>	<p>(1) WA law allows out-of-state exit exams, including end-of-course exams, to be used for purposes of WA's graduation requirement if the student transfers into the state in the 11<sup>th</sup> or 12<sup>th</sup> grade. In addition, students may use NCLB-approved high school tests even if they are not exit exams.</p> <p>(2) The SAT and ACT, which are national norm-referenced tests, may be used as alternatives to the WASL. Students who transfer into the state in the 11<sup>th</sup> and 12<sup>th</sup> grade do not have to take the WASL before they access these alternatives.</p> <p>(3) It is not clear what is meant by "alternative testing, in lieu of testing requirements for graduation in the receiving state." There are alternatives in WA (SAT, ACT, AP, Collection of Evidence), but it is not clear what is intended by this clause.</p>	<p>(1) – (3) Add "For students entering high school in 11<sup>th</sup> or 12<sup>th</sup> grade," to the beginning of the <b>compact</b> provision.</p>

## B. General Concerns Regarding the Compact

The Task Force identified two major concerns that were more global in nature and were not related to specific provisions of the compact. These concerns included the fiscal impact on school districts and the state of adopting the compact, treating transfer students covered by the compact differently than other students, and the legal issues identified in Section II. C. of the report.

### 1. Fiscal impacts

- School District Costs:** In many cases school districts, in day-to-day practice, comply with the requirements of the compact. However, in school districts that don't currently comply with the provisions of the compact, there will be added costs. An example would include the compact provision that requires that a student be placed in an Advanced Placement or a career/technical class that is full and adding an additional student might

be physically impossible or would require the school district to hire an aide or the payment of an overload stipend under the terms of the teacher's contract. Another example would be a case in which a student transfers into Washington in his or her senior year and, after taking several courses, has met the graduation requirements of his or her former state, but not Washington's graduation requirements. The compact would require, if other options were not viable, to work with a counselor in the student's former high school in order to have a diploma from that state awarded. While these cases are likely to be rare, when it does occur it will require that the student's high school counselor spend time coordinating with the out-of-state counselor.

On the other hand, widespread adoption of the compact would likely lead to efficiencies when students transfer from state to state. For example, if a larger number of transfer students have hand-carried their records, it would take less time for counselors to enroll students in classes and coordinate with the previous school. In addition, it will allow the student to move forward with his or her education.

In response to concerns about the added fiscal impact of the compact on school districts, the Task Force is recommending a number of amendments to the compact that would reduce the fiscal impact of adopting the compact. These changes include requiring military transfer students to be placed in special courses that they were previously enrolled in "if space is available," that school districts use "best efforts" to provide missing coursework for incoming seniors who have not completed essential Washington coursework needed to graduate on time, and making it clear that school districts may charge reasonable copying costs when providing hand-carried copies of student records.

While the task force is recommending these actions to reduce the cost on school districts of adopting the compact, it was not able to eliminate all costs. For example, it will be necessary to inform counselors and others of the compact requirements and take additional time to ensure the compact requirements are met. While there was an effort to identify the added costs of adopting the compact, the many variables and uncertainties made it impossible to quantify the added costs. Clearly, the highest added costs will be in high schools with large numbers of military transfer students.

In discussing this issue, task force members carefully balanced the added costs of meeting the educational needs of these students, the national interest in ensuring that the children of our troops are being taken care of, and the added time and costs to school districts of adopting the compact. The task force concluded that—on balance—the incremental added cost was initially acceptable and over time additional data should be collected. This was predicated on the availability of clear information on the compact requirements, training opportunities, and the availability of a knowledgeable person at the state level who would respond to questions in a timely manner.

However, if data indicates that implementing the compact results in material cost to school districts, the task force recommends that the state Legislature and/or federal government provide adequate resources to mitigate these costs.

Finally, several provisions in the compact provide the Interstate Commission the authority to establish more specific rules. These rules have the potential of adding staffing requirements and other costs.

- **State-level Costs:** Adoption of the compact will result in costs to the state, including paying the annual fees to the Interstate Military Compact Commission, paying expenses

of the state's representative to the Interstate Commission, paying for meetings of the State Council required by the compact and, for the salary and expenses of the Military Family Educational Liaison that must be appointed. The total annual estimated costs of these items total \$102,500 for Fiscal Year 2010 (July 1, 2009–June 30, 2010). A more thorough discussion of the likely costs is included in Appendix E.

## **2. Application to Only Military Dependents**

The task force had lengthy discussions regarding whether the provisions of the compact should apply only to students specifically covered by the compact, or whether state laws should be amended so that similar benefits should be provided to all students who transfer from out-of-state. It was suggested that if the compact provisions would be beneficial to military transfer students, they also would be beneficial to nonmilitary transfer students. After discussing the advantages and disadvantages of both options, the task force agreed to recommend that the required changes in state law pertain only to students covered by the compact. This decision was based on the legislative charge given to the task force, which was to focus specifically on the military compact provisions. It also was concluded that in most all cases, school districts had the flexibility to apply the compact provisions to all students if they chose to do so. Lastly, applying the compact provisions to only military students would likely reduce overall costs to school districts statewide, because it would involve only a subset of transfer students.

## **C. Next Steps**

The legislative members of the task force will introduce legislation at the beginning of the 2009 session that will, if adopted, approve the compact with the recommended amendments and make other required changes to state education statutes. The legislation also will require that the State Council created in the compact conduct a review of the compact's implementation, and recommend if Washington should continue to be a member of the compact and whether other actions should be taken. The council's report would be submitted to the 2014 Legislature for its consideration and possible action.

In addition, if the compact is approved by the Legislature, the task force strongly recommends that Washington's representative to the Interstate Compact, who is appointed by the Governor, be a practicing K–12 educator or a person with prior K–12 education experience.

## **Appendix A**

### **Interstate Compact on Educational Opportunity for Military Children**

#### **ARTICLE I PURPOSE**

It is the purpose of this compact to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents by:

- A. Facilitating the timely enrollment of children of military families and ensuring that they are not placed at a disadvantage due to difficulty in the transfer of education records from the previous school district(s) or variations in entrance/age requirements.
- B. Facilitating the student placement process through which children of military families are not disadvantaged by variations in attendance requirements, scheduling, sequencing, grading, course content or assessment.
- C. Facilitating the qualification and eligibility for enrollment, educational programs, and participation in extracurricular academic, athletic, and social activities.
- D. Facilitating the on-time graduation of children of military families.
- E. Providing for the promulgation and enforcement of administrative rules implementing the provisions of this compact.
- F. Providing for the uniform collection and sharing of information between and among member states, schools and military families under this compact.
- G. Promoting coordination between this compact and other compacts affecting military children.
- H. Promoting flexibility and cooperation between the educational system, parents and the student in order to achieve educational success for the student.

#### **ARTICLE II DEFINITIONS**

As used in this compact, unless the context clearly requires a different construction:

- A. "Active duty" means: full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
- B. "Children of military families" means: a school-aged child(ren), enrolled in Kindergarten through Twelfth (12<sup>th</sup>) grade, in the household of an active duty member.
- C. "Compact commissioner" means: the voting representative of each compacting state appointed pursuant to Article VIII of this compact.

- D. "Deployment" means: the period one (1) month prior to the service members' departure from their home station on military orders through six (6) months after return to their home station.
- E. "Education(al) records" means: those official records, files, and data directly related to a student and maintained by the school or local education agency, including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
- F. "Extracurricular activities" means: a voluntary activity sponsored by the school or local education agency or an organization sanctioned by the local education agency. Extracurricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
- G. "Interstate Commission on Educational Opportunity for Military Children" means: the commission that is created under Article IX of this compact, which is generally referred to as Interstate Commission.
- H. "Local education agency" means: a public authority legally constituted by the state as an administrative agency to provide control of and direction for Kindergarten through Twelfth (12<sup>th</sup>) grade public educational institutions.
- I. "Member state" means: a state that has enacted this compact.
- J. "Military installation" means: means a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. Territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
- K. "Non-member state" means: a state that has not enacted this compact.
- L. "Receiving state" means: the state to which a child of a military family is sent, brought, or caused to be sent or brought.
- M. "Rule" means: a written statement by the Interstate Commission promulgated pursuant to Article XII of this compact that is of general applicability, implements, interprets or prescribes a policy or provision of the Compact, or an organizational, procedural, or practice requirement of the Interstate Commission, and has the force and effect of statutory law in a member state, and includes the amendment, repeal, or suspension of an existing rule.
- N. "Sending state" means: the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- O. "State" means: a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. Territory.

- P. "Student" means: the child of a military family for whom the local education agency receives public funding and who is formally enrolled in Kindergarten through Twelfth (12<sup>th</sup>) grade.
- Q. "Transition" means: (1) the formal and physical process of transferring from school to school or (2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.
- R. "Uniformed service(s)" means: the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services.
- S. "Veteran" means: a person who served in the uniformed services and who was discharged or released there from under conditions other than dishonorable.

### **ARTICLE III APPLICABILITY**

- A. Except as otherwise provided in Section B, this compact shall apply to the children of:
  - 1. active duty members of the uniformed services as defined in this compact, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211;
  - 2. members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement; and
  - 3. members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.
- B. The provisions of this interstate compact shall only apply to local education agencies as defined in this compact.
- C. The provisions of this compact shall not apply to the children of:
  - 1. inactive members of the national guard and military reserves;
  - 2. members of the uniformed services now retired, except as provided in Section A;
  - 3. veterans of the uniformed services, except as provided in Section A; and
  - 4. other U.S. Dept. of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

### **ARTICLE IV EDUCATIONAL RECORDS & ENROLLMENT**

- A. Unofficial or "hand-carried" education records – In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.

- B. Official education records/transcripts – Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student’s official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within ten (10) days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.
- C. Immunizations – Compacting states shall give thirty (30) days from the date of enrollment or within such time as is reasonably determined under the rules promulgated by the Interstate Commission, for students to obtain any immunization(s) required by the receiving state. For a series of immunizations, initial vaccinations must be obtained within thirty (30) days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.
- D. Kindergarten and First grade entrance age – Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a local education agency in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.

**ARTICLE V  
PLACEMENT & ATTENDANCE**

- A. Course placement – When the student transfers before or during the school year, the receiving state school shall initially honor placement of the student in educational courses based on the student’s enrollment in the sending state school and/or educational assessments conducted at the school in the sending state if the courses are offered. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. Continuing the student’s academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).
- B. Educational program placement – The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: (1) gifted and talented programs; and (2) English as a second language (ESL). This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement of the student.
- C. Special education services – (1) In compliance with the federal requirements of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A. Section 1400 et seq, the receiving state shall initially provide comparable services to a student with disabilities

based on his/her current Individualized Education Program (IEP); and (2) In compliance with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C.A. Section 794, and with Title II of the Americans with Disabilities Act, 42 U.S.C.A. Sections 12131-12165, the receiving state shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities, subject to an existing 504 or Title II Plan, to provide the student with equal access to education. This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement of the student.

- D. Placement flexibility – Local education agency administrative officials shall have flexibility in waiving course/program prerequisites, or other preconditions for placement in courses/programs offered under the jurisdiction of the local education agency.
- E. Absence as related to deployment activities – A student whose parent or legal guardian is an active duty member of the uniformed services, as defined by the compact, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the local education agency superintendent to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.

## **ARTICLE VI ELIGIBILITY**

- A. Eligibility for enrollment
  - 1. Special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.
  - 2. A local education agency shall be prohibited from charging local tuition to a transitioning military child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.
  - 3. A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent.
- B. Eligibility for extracurricular participation - State and local education agencies shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.

## **ARTICLE VII GRADUATION**

In order to facilitate the on-time graduation of children of military families states and local education agencies shall incorporate the following procedures:

- A. Waiver requirements – Local education agency administrative officials shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another local education agency or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate

from the sending school, the local education agency shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

- B. Exit exams – States shall accept: (1) exit or end-of-course exams required for graduation from the sending state; or (2) national norm-referenced achievement tests or (3) alternative testing, in lieu of testing requirements for graduation in the receiving state. In the event the above alternatives cannot be accommodated by the receiving state for a student transferring in his or her Senior year, then the provisions of Article VII, Section C shall apply.
- C. Transfers during Senior year – Should a military student transferring at the beginning or during his or her Senior year be ineligible to graduate from the receiving local education agency after all alternatives have been considered, the sending and receiving local education agencies shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student in accordance with Sections A and B of this Article.

#### **ARTICLE VIII STATE COORDINATION**

- A. Each member state shall, through the creation of a State Council or use of an existing body or board, provide for the coordination among its agencies of government, local education agencies and military installations concerning the state's participation in, and compliance with, this compact and Interstate Commission activities. While each member state may determine the membership of its own State Council, its membership must include at least: the state superintendent of education, superintendent of a school district with a high concentration of military children, representative from a military installation, one representative each from the legislative and executive branches of government, and other offices and stakeholder groups the State Council deems appropriate. A member state that does not have a school district deemed to contain a high concentration of military children may appoint a superintendent from another school district to represent local education agencies on the State Council.
- B. The State Council of each member state shall appoint or designate a military family education liaison to assist military families and the state in facilitating the implementation of this compact.
- C. The compact commissioner responsible for the administration and management of the state's participation in the compact shall be appointed by the Governor or as otherwise determined by each member state.
- D. The compact commissioner and the military family education liaison designated herein shall be ex-officio members of the State Council, unless either is already a full voting member of the State Council.

**ARTICLE IX  
INTERSTATE COMMISSION ON EDUCATIONAL  
OPPORTUNITY FOR MILITARY CHILDREN**

The member states hereby create the "Interstate Commission on Educational Opportunity for Military Children." The activities of the Interstate Commission are the formation of public policy and are a discretionary state function. The Interstate Commission shall:

- A. Be a body corporate and joint agency of the member states and shall have all the responsibilities, powers and duties set forth herein, and such additional powers as may be conferred upon it by a subsequent concurrent action of the respective legislatures of the member states in accordance with the terms of this compact.
- B. Consist of one Interstate Commission voting representative from each member state who shall be that state's compact commissioner.
  - 1. Each member state represented at a meeting of the Interstate Commission is entitled to one vote.
  - 2. A majority of the total member states shall constitute a quorum for the transaction of business, unless a larger quorum is required by the bylaws of the Interstate Commission.
  - 3. A representative shall not delegate a vote to another member state. In the event the compact commissioner is unable to attend a meeting of the Interstate Commission, the Governor or State Council may delegate voting authority to another person from their state for a specified meeting.
  - 4. The bylaws may provide for meetings of the Interstate Commission to be conducted by telecommunication or electronic communication.
- C. Consist of ex-officio, non-voting representatives who are members of interested organizations. Such ex-officio members, as defined in the bylaws, may include but not be limited to, members of the representative organizations of military family advocates, local education agency officials, parent and teacher groups, the U.S. Department of Defense, the Education Commission of the States, the Interstate Agreement on the Qualification of Educational Personnel and other interstate compacts affecting the education of children of military members.
- D. Meet at least once each calendar year. The chairperson may call additional meetings and, upon the request of a simple majority of the member states, shall call additional meetings.
- E. Establish an executive committee, whose members shall include the officers of the Interstate Commission and such other members of the Interstate Commission as determined by the bylaws. Members of the executive committee shall serve a one year term. Members of the executive committee shall be entitled to one vote each. The executive committee shall have the power to act on behalf of the Interstate Commission, with the exception of rulemaking, during periods when the Interstate Commission is not in session. The executive committee shall oversee the day-to-day activities of the administration of the compact including enforcement and compliance with the provisions of the compact, its bylaws and rules, and other such duties as deemed necessary. The U.S. Dept. of Defense, shall serve as an ex-officio, nonvoting member of the executive committee.
- F. Establish bylaws and rules that provide for conditions and procedures under which the Interstate Commission shall make its information and official records available to the public for inspection or copying. The Interstate Commission may exempt from

disclosure information or official records to the extent they would adversely affect personal privacy rights or proprietary interests.

- G. Give public notice of all meetings and all meetings shall be open to the public, except as set forth in the rules or as otherwise provided in the compact. The Interstate Commission and its committees may close a meeting, or portion thereof, where it determines by two-thirds vote that an open meeting would be likely to:
1. Relate solely to the Interstate Commission's internal personnel practices and procedures;
  2. Disclose matters specifically exempted from disclosure by federal and state statute;
  3. Disclose trade secrets or commercial or financial information which is privileged or confidential;
  4. Involve accusing a person of a crime, or formally censuring a person;
  5. Disclose information of a personal nature where disclosure would constitute a clearly unwarranted invasion of personal privacy;
  6. Disclose investigative records compiled for law enforcement purposes; or
  7. Specifically relate to the Interstate Commission's participation in a civil action or other legal proceeding.
- H. Cause its legal counsel or designee to certify that a meeting may be closed and shall reference each relevant exemptible provision for any meeting, or portion of a meeting, which is closed pursuant to this provision. The Interstate Commission shall keep minutes which shall fully and clearly describe all matters discussed in a meeting and shall provide a full and accurate summary of actions taken, and the reasons therefore, including a description of the views expressed and the record of a roll call vote. All documents considered in connection with an action shall be identified in such minutes. All minutes and documents of a closed meeting shall remain under seal, subject to release by a majority vote of the Interstate Commission.
- I. Collect standardized data concerning the educational transition of the children of military families under this compact as directed through its rules which shall specify the data to be collected, the means of collection and data exchange and reporting requirements. Such methods of data collection, exchange and reporting shall, in so far as is reasonably possible, conform to current technology and coordinate its information functions with the appropriate custodian of records as identified in the bylaws and rules.
- J. Create a process that permits military officials, education officials and parents to inform the Interstate Commission if and when there are alleged violations of the compact or its rules or when issues subject to the jurisdiction of the compact or its rules are not addressed by the state or local education agency. This section shall not be construed to create a private right of action against the Interstate Commission or any member state.

## **ARTICLE X POWERS AND DUTIES OF THE INTERSTATE COMMISSION**

The Interstate Commission shall have the following powers:

- A. To provide for dispute resolution among member states.

- B. To promulgate rules and take all necessary actions to effect the goals, purposes and obligations as enumerated in this compact. The rules shall have the force and effect of statutory law and shall be binding in the compact states to the extent and in the manner provided in this compact.
- C. To issue, upon request of a member state, advisory opinions concerning the meaning or interpretation of the interstate compact, its bylaws, rules and actions.
- D. To enforce compliance with the compact provisions, the rules promulgated by the Interstate Commission, and the bylaws, using all necessary and proper means, including but not limited to the use of judicial process.
- E. To establish and maintain offices which shall be located within one or more of the member states.
- F. To purchase and maintain insurance and bonds.
- G. To borrow, accept, hire or contract for services of personnel.
- H. To establish and appoint committees including, but not limited to, an executive committee as required by Article IX, Section E, which shall have the power to act on behalf of the Interstate Commission in carrying out its powers and duties hereunder.
- I. To elect or appoint such officers, attorneys, employees, agents, or consultants, and to fix their compensation, define their duties and determine their qualifications; and to establish the Interstate Commission's personnel policies and programs relating to conflicts of interest, rates of compensation, and qualifications of personnel.
- J. To accept any and all donations and grants of money, equipment, supplies, materials, and services, and to receive, utilize, and dispose of it.
- K. To lease, purchase, accept contributions or donations of, or otherwise to own, hold, improve or use any property, real, personal, or mixed.
- L. To sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any property, real, personal or mixed.
- M. To establish a budget and make expenditures.
- N. To adopt a seal and bylaws governing the management and operation of the Interstate Commission.
- O. To report annually to the legislatures, governors, judiciary, and state councils of the member states concerning the activities of the Interstate Commission during the preceding year. Such reports shall also include any recommendations that may have been adopted by the Interstate Commission.
- P. To coordinate education, training and public awareness regarding the compact, its implementation and operation for officials and parents involved in such activity.
- Q. To establish uniform standards for the reporting, collecting and exchanging of data.
- R. To maintain corporate books and records in accordance with the bylaws.

- S. To perform such functions as may be necessary or appropriate to achieve the purposes of this compact.
- T. To provide for the uniform collection and sharing of information between and among member states, schools and military families under this compact.

**ARTICLE XI  
ORGANIZATION AND OPERATION OF THE INTERSTATE COMMISSION**

- A. The Interstate Commission shall, by a majority of the members present and voting, within 12 months after the first Interstate Commission meeting, adopt bylaws to govern its conduct as may be necessary or appropriate to carry out the purposes of the compact, including, but not limited to:
  - 1. Establishing the fiscal year of the Interstate Commission;
  - 2. Establishing an executive committee, and such other committees as may be necessary;
  - 3. Providing for the establishment of committees and for governing any general or specific delegation of authority or function of the Interstate Commission;
  - 4. Providing reasonable procedures for calling and conducting meetings of the Interstate Commission, and ensuring reasonable notice of each such meeting;
  - 5. Establishing the titles and responsibilities of the officers and staff of the Interstate Commission;
  - 6. Providing a mechanism for concluding the operations of the Interstate Commission and the return of surplus funds that may exist upon the termination of the compact after the payment and reserving of all of its debts and obligations.
  - 7. Providing "start up" rules for initial administration of the compact.
- B. The Interstate Commission shall, by a majority of the members, elect annually from among its members a chairperson, a vice-chairperson, and a treasurer, each of whom shall have such authority and duties as may be specified in the bylaws. The chairperson or, in the chairperson's absence or disability, the vice-chairperson, shall preside at all meetings of the Interstate Commission. The officers so elected shall serve without compensation or remuneration from the Interstate Commission; provided that, subject to the availability of budgeted funds, the officers shall be reimbursed for ordinary and necessary costs and expenses incurred by them in the performance of their responsibilities as officers of the Interstate Commission.
- C. Executive Committee, Officers and Personnel
  - 1. The executive committee shall have such authority and duties as may be set forth in the bylaws, including but not limited to:
    - a. Managing the affairs of the Interstate Commission in a manner consistent with the bylaws and purposes of the Interstate Commission;
    - b. Overseeing an organizational structure within, and appropriate procedures for the Interstate Commission to provide for the creation of rules, operating procedures, and administrative and technical support functions; and

- c. Planning, implementing, and coordinating communications and activities with other state, federal and local government organizations in order to advance the goals of the Interstate Commission.
  2. The executive committee may, subject to the approval of the Interstate Commission, appoint or retain an executive director for such period, upon such terms and conditions and for such compensation, as the Interstate Commission may deem appropriate. The executive director shall serve as secretary to the Interstate Commission, but shall not be a Member of the Interstate Commission. The executive director shall hire and supervise such other persons as may be authorized by the Interstate Commission.
- D. The Interstate Commission's executive director and its employees shall be immune from suit and liability, either personally or in their official capacity, for a claim for damage to or loss of property or personal injury or other civil liability caused or arising out of or relating to an actual or alleged act, error, or omission that occurred, or that such person had a reasonable basis for believing occurred, within the scope of Interstate Commission employment, duties, or responsibilities; provided, that such person shall not be protected from suit or liability for damage, loss, injury, or liability caused by the intentional or willful and wanton misconduct of such person.
  1. The liability of the Interstate Commission's executive director and employees or Interstate Commission representatives, acting within the scope of such person's employment or duties for acts, errors, or omissions occurring within such person's state may not exceed the limits of liability set forth under the Constitution and laws of that state for state officials, employees, and agents. The Interstate Commission is considered to be an instrumentality of the states for the purposes of any such action. Nothing in this subsection shall be construed to protect such person from suit or liability for damage, loss, injury, or liability caused by the intentional or willful and wanton misconduct of such person.
  2. The Interstate Commission shall defend the executive director and its employees and, subject to the approval of the Attorney General or other appropriate legal counsel of the member state represented by an Interstate Commission representative, shall defend such Interstate Commission representative in any civil action seeking to impose liability arising out of an actual or alleged act, error or omission that occurred within the scope of Interstate Commission employment, duties or responsibilities, or that the defendant had a reasonable basis for believing occurred within the scope of Interstate Commission employment, duties, or responsibilities, provided that the actual or alleged act, error, or omission did not result from intentional or willful and wanton misconduct on the part of such person.
  3. To the extent not covered by the state involved, member state, or the Interstate Commission, the representatives or employees of the Interstate Commission shall be held harmless in the amount of a settlement or judgment, including attorney's fees and costs, obtained against such persons arising out of an actual or alleged act, error, or omission that occurred within the scope of Interstate Commission employment, duties, or responsibilities, or that such persons had a reasonable basis for believing

occurred within the scope of Interstate Commission employment, duties, or responsibilities, provided that the actual or alleged act, error, or omission did not result from intentional or willful and wanton misconduct on the part of such persons.

## **ARTICLE XII RULEMAKING FUNCTIONS OF THE INTERSTATE COMMISSION**

- A. Rulemaking Authority - The Interstate Commission shall promulgate reasonable rules in order to effectively and efficiently achieve the purposes of this Compact. Notwithstanding the foregoing, in the event the Interstate Commission exercises its rulemaking authority in a manner that is beyond the scope of the purposes of this Act, or the powers granted hereunder, then such an action by the Interstate Commission shall be invalid and have no force or effect.
- B. Rulemaking Procedure - Rules shall be made pursuant to a rulemaking process that substantially conforms to the "Model State Administrative Procedure Act," of 1981 Act, Uniform Laws Annotated, Vol. 15, p.1 (2000) as amended, as may be appropriate to the operations of the Interstate Commission.
- C. Not later than thirty (30) days after a rule is promulgated, any person may file a petition for judicial review of the rule; provided, that the filing of such a petition shall not stay or otherwise prevent the rule from becoming effective unless the court finds that the petitioner has a substantial likelihood of success. The court shall give deference to the actions of the Interstate Commission consistent with applicable law and shall not find the rule to be unlawful if the rule represents a reasonable exercise of the Interstate Commission's authority.
- D. If a majority of the legislatures of the compacting states rejects a Rule by enactment of a statute or resolution in the same manner used to adopt the compact, then such rule shall have no further force and effect in any compacting state.

## **ARTICLE XIII OVERSIGHT, ENFORCEMENT, AND DISPUTE RESOLUTION**

- A. Oversight
  - 1. The executive, legislative and judicial branches of state government in each member state shall enforce this compact and shall take all actions necessary and appropriate to effectuate the compact's purposes and intent. The provisions of this compact and the rules promulgated hereunder shall have standing as statutory law.
  - 2. All courts shall take judicial notice of the compact and the rules in any judicial or administrative proceeding in a member state pertaining to the subject matter of this compact which may affect the powers, responsibilities or actions of the Interstate Commission.
  - 3. The Interstate Commission shall be entitled to receive all service of process in any such proceeding, and shall have standing to intervene in the proceeding for all purposes. Failure to provide service of process to the Interstate Commission shall render a judgment or order void as to the Interstate Commission, this compact or promulgated rules.
- B. Default, Technical Assistance, Suspension and Termination - If the Interstate Commission determines that a member state has defaulted in the performance of its

obligations or responsibilities under this compact, or the bylaws or promulgated rules, the Interstate Commission shall:

1. Provide written notice to the defaulting state and other member states, of the nature of the default, the means of curing the default and any action taken by the Interstate Commission. The Interstate Commission shall specify the conditions by which the defaulting state must cure its default.
2. Provide remedial training and specific technical assistance regarding the default.
3. If the defaulting state fails to cure the default, the defaulting state shall be terminated from the compact upon an affirmative vote of a majority of the member states and all rights, privileges and benefits conferred by this compact shall be terminated from the effective date of termination. A cure of the default does not relieve the offending state of obligations or liabilities incurred during the period of the default.
4. Suspension or termination of membership in the compact shall be imposed only after all other means of securing compliance have been exhausted. Notice of intent to suspend or terminate shall be given by the Interstate Commission to the Governor, the majority and minority leaders of the defaulting state's legislature, and each of the member states.
5. The state which has been suspended or terminated is responsible for all assessments, obligations and liabilities incurred through the effective date of suspension or termination including obligations, the performance of which extends beyond the effective date of suspension or termination.
6. The Interstate Commission shall not bear any costs relating to any state that has been found to be in default or which has been suspended or terminated from the compact, unless otherwise mutually agreed upon in writing between the Interstate Commission and the defaulting state.
7. The defaulting state may appeal the action of the Interstate Commission by petitioning the U.S. District Court for the District of Columbia or the federal district where the Interstate Commission has its principal offices. The prevailing party shall be awarded all costs of such litigation including reasonable attorney's fees.

C. Dispute Resolution

1. The Interstate Commission shall attempt, upon the request of a member state, to resolve disputes which are subject to the compact and which may arise among member states and between member and non-member states.
2. The Interstate Commission shall promulgate a rule providing for both mediation and binding dispute resolution for disputes as appropriate.

D. Enforcement

1. The Interstate Commission, in the reasonable exercise of its discretion, shall enforce the provisions and rules of this compact.
2. The Interstate Commission, may by majority vote of the members, initiate legal action in the United State District Court for the District of Columbia or, at the discretion of the Interstate Commission, in the federal district where the Interstate Commission has its principal offices, to enforce compliance with the provisions of the compact, its promulgated rules and bylaws, against a member state in default. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary the prevailing party shall be awarded all costs of such litigation including reasonable attorney's fees.

3. The remedies herein shall not be the exclusive remedies of the Interstate Commission. The Interstate Commission may avail itself of any other remedies available under state law or the regulation of a profession.

**ARTICLE XIV  
FINANCING OF THE INTERSTATE COMMISSION**

- A. The Interstate Commission shall pay, or provide for the payment of the reasonable expenses of its establishment, organization and ongoing activities.
- B. The Interstate Commission may levy on and collect an annual assessment from each member state to cover the cost of the operations and activities of the Interstate Commission and its staff which must be in a total amount sufficient to cover the Interstate Commission's annual budget as approved each year. The aggregate annual assessment amount shall be allocated based upon a formula to be determined by the Interstate Commission, which shall promulgate a rule binding upon all member states.
- C. The Interstate Commission shall not incur obligations of any kind prior to securing the funds adequate to meet the same; nor shall the Interstate Commission pledge the credit of any of the member states, except by and with the authority of the member state.
- D. The Interstate Commission shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Interstate Commission shall be subject to the audit and accounting procedures established under its bylaws. However, all receipts and disbursements of funds handled by the Interstate Commission shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Interstate Commission.

**ARTICLE XV  
MEMBER STATES, EFFECTIVE DATE AND AMENDMENT**

- A. Any state is eligible to become a member state.
- B. The compact shall become effective and binding upon legislative enactment of the compact into law by no less than ten (10) of the states. The effective date shall be no earlier than December 1, 2007. Thereafter it shall become effective and binding as to any other member state upon enactment of the compact into law by that state. The governors of non-member states or their designees shall be invited to participate in the activities of the Interstate Commission on a non-voting basis prior to adoption of the compact by all states.
- C. The Interstate Commission may propose amendments to the compact for enactment by the member states. No amendment shall become effective and binding upon the Interstate Commission and the member states unless and until it is enacted into law by unanimous consent of the member states.

**ARTICLE XVI  
WITHDRAWAL AND DISSOLUTION**

A. Withdrawal

1. Once effective, the compact shall continue in force and remain binding upon each and every member state; provided that a member state may withdraw from the compact by specifically repealing the statute, which enacted the compact into law.
2. Withdrawal from this compact shall be by the enactment of a statute repealing the same, but shall not take effect until one (1) year after the effective date of such statute and until written notice of the withdrawal has been given by the withdrawing state to the Governor of each other member jurisdiction.
3. The withdrawing state shall immediately notify the chairperson of the Interstate Commission in writing upon the introduction of legislation repealing this compact in the withdrawing state. The Interstate Commission shall notify the other member states of the withdrawing state's intent to withdraw within sixty (60) days of its receipt thereof.
4. The withdrawing state is responsible for all assessments, obligations and liabilities incurred through the effective date of withdrawal, including obligations, the performance of which extend beyond the effective date of withdrawal.
5. Reinstatement following withdrawal of a member state shall occur upon the withdrawing state reenacting the compact or upon such later date as determined by the Interstate Commission.

B. Dissolution of Compact

1. This compact shall dissolve effective upon the date of the withdrawal or default of the member state which reduces the membership in the compact to one (1) member state.
2. Upon the dissolution of this compact, the compact becomes null and void and shall be of no further force or effect, and the business and affairs of the Interstate Commission shall be concluded and surplus funds shall be distributed in accordance with the bylaws.

**ARTICLE XVII  
SEVERABILITY AND CONSTRUCTION**

- A. The provisions of this compact shall be severable, and if any phrase, clause, sentence or provision is deemed unenforceable, the remaining provisions of the compact shall be enforceable.
- B. The provisions of this compact shall be liberally construed to effectuate its purposes.
- C. Nothing in this compact shall be construed to prohibit the applicability of other interstate compacts to which the states are members.

**ARTICLE XVIII**  
**BINDING EFFECT OF COMPACT AND OTHER LAWS**

- A. Other Laws
  - 1. Nothing herein prevents the enforcement of any other law of a member state that is not inconsistent with this compact.
  - 2. All member states' laws conflicting with this compact are superseded to the extent of the conflict.
- B. Binding Effect of the Compact
  - 1. All lawful actions of the Interstate Commission, including all rules and bylaws promulgated by the Interstate Commission, are binding upon the member states.
  - 2. All agreements between the Interstate Commission and the member states are binding in accordance with their terms.
  - 3. In the event any provision of this compact exceeds the constitutional limits imposed on the legislature of any member state, such provision shall be ineffective to the extent of the conflict with the constitutional provision in question in that member state.

# Appendix B

## Education Provisions of the Interstate Military Education Compact and Related State Laws with Task Force Recommendations

Compact Provision	Related State Laws	Concern/Issue(s)	C *	D *	N *	Task Force Recommendations
<b>Article IV – EDUCATIONAL RECORDS AND ENROLLMENT</b>						
<p><b>A. Unofficial or “hand-carried” education records.</b> In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.</p>	<p><b>Release of transcripts.</b> All districts must adopt written procedures for release of official transcripts. Limited exceptions to the release of transcripts permitted: (1) in event of unpaid fine for offenses against sending school’s personnel or property; and, (2) for unpaid tuition/fees/fines owed to private school. While official transcript may be withheld in such circumstances, sending school must still provide information about academic performance, attendance, behavior problems to receiving school. (RCW 28A.225.330; 28A.635.060; WAC 392-415-100)</p>	<p>- Current state law delegates to local school districts procedures for the release of educational records. There is no requirement that schools furnish parents a copy of their children’s records.</p>		X		<p>(1) Amend <b>WA law</b> to require school districts to furnish the parents of students transferring out-of-state a set of unofficial educational records, if requested. School districts may charge parents the actual cost of providing the copies.</p> <p>Apply only to military dependents covered by the compact.</p>
<p><b>B. Official education records/transcripts.</b> Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student’s official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within <b>ten (10) days</b> or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.</p>	<p><b>Release of student records.</b> Receiving school shall request records from the sending school, including information/records of disciplinary action, history of violent behavior, attendance, immunization records, and academic performance. If information is requested, such information shall be transmitted within <i>two school days</i> after receiving the request and the records shall <i>be sent as soon as possible</i>. Exceptions provided for situations in which (1) unpaid fine related to an offense against sending school’s property or personnel; or (2) unpaid tuition/fees/fines at a private school.</p> <p>In such circumstances, the official transcript may be withheld but the information about academic performance, special placement, etc., must be provided by the sending school, and the receiving school must notify both the student and parent that the official transcript will not be sent until the obligation is met and that failure to have official transcript may result in exclusion from extracurricular activities or failure to graduate. (RCW 28A.225.330; RCW 28A.195.070; RCW 28A.635.060)</p>	<p>- Current state law is similar but not identical to the compact provision.</p> <p>(1) The timeframes in which records must be sent differ. WA requires information to be transmitted within two school days of receiving the request (this is likely a faxed copy), and the paper copy of the records be sent as soon as possible.</p> <p>The compact requires that the school in the sending state process and furnish the official education records to the school in the receiving state within <b>ten days</b>.</p> <p>However, this timeframe could be changed by the Interstate Commission.</p> <p>(2) WA law allows for the official transcript to be withheld if the student has not paid fines related to an offense against the sending school’s property or personnel.</p>			X	<p>(1) Amend <b>WA law</b> to add the ten day requirement for sending the records.</p> <p>Apply only to military dependents covered by the compact.</p> <p>(2) Add a provision to the <b>compact</b> that allows the official transcript to be withheld if there is an unpaid fine.</p>

\* Consistent with WA State law  
D=Under current stae law, school districts have discretion in making these decisions  
N=Not consistent with WA law

Compact Provision	Related State Laws	Concern/Issue(s)	C	D	N	Task Force Recommendations
<p><b>C. Immunizations.</b> Compacting states shall give thirty (30) days from the date of enrollment or within such time as is reasonably determined under the rules promulgated by the Interstate Commission, for students to obtain any immunization(s) required by the receiving state. For a series of immunizations, initial vaccinations must be obtained within thirty (30) days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.</p>	<p><b>Timing of immunizations.</b> Proof of full immunization <i>or the commencement of a series of immunizations</i> or certificate of exemption for medical/religious/philosophical reasons must be provided on or before first day of attendance. Receiving school mandated to attempt quick telephonic/electronic verification by sending school before exclusion for lack of proof. (RCW 28A.210.080; WAC 392-182-020; WAC 392-380-045 through -050)</p>	<p>- The compact allows the student to start school as long as the immunization occurs within 30 days. For a series, the initial immunization has to occur within thirty days, but the series does not have to be completed within thirty days.</p> <p>- Current state law is more restrictive. It requires single shot immunizations to be completed on or before the first day of school, and multi-shot immunizations to commence on or before the first day of school.</p> <p>However, the State Board of Health has recently revised its rules to allow students who have begun their immunizations to attend school for 30 days subject to receiving the remaining immunizations.</p> <p>- These dates are subject to the Interstate Compact's rulemaking, and may change.</p>			X	<p>(1) Amend the compact by adding the following sentence to the beginning of the provision: "On or before the first day of attendance, the parent or guardian must meet the immunization documentation requirements of the Washington Board of Health."</p>
<p><b>D. Kindergarten and First grade entrance age.</b> Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a local education agency in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.</p>	<p><b>Entrance age requirements.</b>  <i>Kindergarten:</i> Must be 5 as of Aug 31 of the year of entry.  <i>1<sup>st</sup> Grade:</i> Must be 6 as of Aug 31 of the year of entry.</p> <p>Any child not otherwise eligible for 1<sup>st</sup> grade who has successfully completed kindergarten shall be permitted entry to 1<sup>st</sup> grade provided that the kindergarten program met basic ed program requirements. Districts allowed option of initially placing child in either kindergarten or 1<sup>st</sup> grade for purposes of evaluating child's chance of success in district's 1<sup>st</sup> grade program, with final determination to be made no later than 30 days after first day of attendance. Fees may be collected for the preadmission screening process. Districts given authority to develop local option exceptions to uniform entry requirements. (RCW 28A.225.160; Chapter 392-335 WAC)</p>	<p>- The compact requires the student to continue in the prior grade regardless of age. State law gives school districts discretion in assigning the student's grade level.</p>		X		<p>(1) Amend WA law to eliminate the current school district discretion in assigning the grade level of transferring students to be consistent with the compact.</p> <p>Apply only to military dependents covered by the compact.</p>

\* C=Consistent with WA State law  
D=Under current state law, school districts have discretion in making these decisions  
N=Not consistent with WA law

ARTICLE V – PLACEMENT AND ATTENDANCE				
<p><b>A. Course placement.</b> When the student transfers before or during the school year, the receiving state school shall initially honor placement of the student in educational courses based on the student's enrollment in the sending state school and/or educational assessments conducted at the school in the sending state if the courses are offered. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).</p>	<p><b>No applicable state law.</b></p>	<p>- Course placement is a local school district decision.</p>	<p>X</p>	<p>(1) Add "If space is available, as determined by the school district" to the <b>compact</b> provision.</p>
<p><b>B. Educational program placement.</b> The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: (1) gifted and talented programs; and (2) English as a second language (ESL). This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement of the student.</p>	<p><b>State program placement.</b>  <u>Highly Capable:</u> School districts develop procedures, consistent with WACs, for identification of "their <i>most</i> highly capable students." Process for determining highly capable students must be "equitably and systematically" applied to all nominated students and there must be evidence that child is in the top 10% cognitively or the top 5% in a specific academic area or possesses characteristics of exceptional creativity. (Chapter 28A.185 RCW; Chapter 392-170 WAC)   <u>Transitional Bilingual:</u> Districts adopt procedures for identifying students eligible for transitional bilingual program. Eligibility must be determined no later than 20 days after attendance commences. OSPI rules must "maximize" the role of school districts in selecting appropriate programs. (Chapter 28A.180 RCW; WAC 392-160-015)</p>	<p>- Current state law regarding placement in the Highly Capable and Transitional Bilingual programs require placement testing before a placement decision may be made.</p>	<p>X</p>	<p>(1) Add "If space is available, as determined by the school district" to the <b>compact</b> provision.   (2) Clarify in <b>WA law</b> that school districts have discretion in determining whether the program in the sending state is a "like program."   Apply only to military dependents covered by the compact.</p>
<p><b>C. Special education services.</b> (1) In compliance with the federal requirements of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A. Section 1400 et seq, the receiving state shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP); and (2) In compliance with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C.A. Section 794, and with Title II of the</p>	<p><b>State special education services.</b> If a student eligible for special education transfers from another state to Washington and has an IEP in effect for the current school year from the previous school district, the receiving school district must provide FAPE to the student, including services comparable to those described in the student's current IEP, until the receiving school district conducts an eligibility evaluation (if determined necessary by the district) and develops, adopts, and implements a new IEP.  (Chapter 28A.155 RCW; WAC 392-172A-03105)</p>	<p>The compact provision and state law are consistent.</p>	<p>X</p>	<p>No recommendation necessary.</p>

\* C=Consistent with WA State law  
D=Under current state law, school districts have discretion in making these decisions  
N=Not consistent with WA law



<p>(3) A military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent.</p>	<p>state pupils in the computation of the district's share of state and/or county funds.</p> <p>The board of directors of any school district which is contiguous to a school district in another state may make agreements for and pay tuition for any children of their district desiring to attend school in the contiguous district of the other state. The tuition to be paid for the attendance of resident pupils in an out-of-state school as provided in this section shall be no greater than the cost of educating such elementary or secondary pupils, as the case may be, in the out-of-state educating district. (RCW 28A.225.260)</p> <p><b>Acceptance of out-of-district students...</b> A district may reject applications if:</p> <p>(a) The student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership;</p> <p>(b) The student has been expelled or suspended from a public school for more than ten consecutive days; or</p> <p>(c) Enrollment of a child under this section would displace a child who is a resident of the district.</p> <p>(3) Except as provided in subsection (1) of this section, all districts accepting applications from nonresident students or from students receiving home-based instruction for admission to the district's schools shall consider equally all applications received. Each school district shall adopt a policy establishing rational, fair, and equitable standards for acceptance and rejection of applications by June 30, 1990. The policy may include rejection of a nonresident student if:</p> <p>(a) Acceptance of a nonresident student would result in the district experiencing a financial hardship;</p> <p>(b) The student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership; or</p> <p>(c) The student has been expelled or suspended from a public school for more than ten consecutive days. (RCW 28A.225.225)</p> <p><b>Children on U.S. reservations.</b></p> <p>...(2) Any child who is of school age and otherwise eligible, residing in a home that is located in Idaho but that has a Washington address for the purposes of the United States postal service, shall be admitted, without payment of tuition, to the nearest Washington school district and shall be considered a resident student for state apportionment and all other purposes. (RCW 28A.225.170)</p>	<p>(3) WA's Choice law gives school districts discretion in whether a student may continue to remain enrolled in the district when the student moves out of the district.</p>		<p>Apply only to military dependents covered by the compact.</p> <p>(3) a. Amend <b>WA law</b> to allow a student to remain enrolled in a school in which he/she was enrolled while residing with the custodial parent if the custodial parent is required to relocate because of military orders.</p> <p>(b). Specify in <b>WA law</b> that the non-resident school district is not required to pay transportation costs unless otherwise required by state or federal law.</p> <p>Apply only to military dependents covered by the compact.</p>
<p><b>B. Eligibility for extracurricular participation</b> State and local education agencies shall facilitate the opportunity for military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified.</p>	<p><b>Transfer students – Extracurricular activities.</b> Eligibility of transfer students for participation in extracurricular activities shall be subject to rules adopted by the Washington interscholastic activities association. (RCW 28A.225.280)</p>	<p>The WIAA rules pertaining to transfer students who want to participate in <u>sports</u> are largely consistent with this compact provision. However, the WIAA application deadline rules for <u>activities</u> (e.g., cheerleading, debate, drill</p>	<p>X</p>	<p>(1) Amend the <b>compact</b> by adding the following sentence to the end of the compact provision "and space is available, as determined by</p>

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	<p><b>WIAA transferring students.</b> After registering with . . . a school, students changing enrollment to/from one school district to another shall be considered transferring students. In order to be eligible for varsity competition, transferring students must meet the normal residence requirements or the transferring student requirements or be granted a waiver based upon a hardship. This section shall also apply to those students receiving home based instruction. (WIAA 18.10.0)</p>	<p>team) are more restrictive than the compact.</p>		<p>the school district”</p> <p>(2) Amend the <b>compact</b> to indicate that the “state education agency” responsible for this provision is the WIAA.</p>
<b>ARTICLE VII – GRADUATION</b>				
<p>In order to facilitate the on-time graduation of children of military families states and local education agencies shall incorporate the following procedures:</p> <p><b>A. Waiver requirements.</b></p> <p>(1) Local education agency administrative officials shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another local education agency or shall provide reasonable justification for denial.</p> <p>(2) Should a waiver not be granted to a student who would qualify to graduate from the sending school, the local education agency shall provide an alternative means of acquiring required coursework so that graduation may occur on time.</p>	<p><b>Graduation requirements.</b> . . .(1)(c) Any decision on whether a student has met the state board's high school graduation requirements for a high school and beyond plan shall remain at the local level. . .(4) If requested by the student and his or her family, a student who has completed high school courses before attending high school shall be given high school credit which shall be applied to fulfilling high school graduation requirements depending on the academic level of the course. (RCW 28A.230.090)</p> <p><b>Local school districts.</b> The content of courses and the determination of which courses satisfy particular subject area requirements and whether a particular course may satisfy more than one subject area requirement shall be determined locally in accordance with written policies by school boards. (WAC 180-51-025)</p> <p><b>Minimum requirements for high school graduation.</b> . . .(1)(d)(i) One credit shall be required in United States history and government which shall include study of the Constitution of the United States. No other course content may be substituted as an equivalency for this requirement. . . (1)(d)(ii)(C) Secondary school students who have completed and passed a state history and government course of study in another state <u>may</u> have the Washington state history and government requirement waived by their principal. The study of the United States and Washington state Constitutions . . . shall not be waived, but may be fulfilled through an alternative learning experience approved by the school principal under a written district policy.</p> <p>(1)(d)(ii)(D) After completion of the tenth grade and prior to commencement of the eleventh grade, eleventh and twelfth grade students who transfer from another state, and who have or will have earned two credits in social studies at graduation, may have the Washington state history requirement waived by their principal if without such a waiver they will not be able to graduate with their class. ( WAC 180-51-061)</p> <p><b>Waiver.</b> Students in the twelfth grade who have not completed a course of study in Washington's history and state government because of previous residence outside the state may have the requirement . . .waived by their</p>	<p>(1) School districts do not have the authority to <u>waive</u> courses required for graduation (except WA State History). However, they do have discretion in determining if similar course work has been satisfactorily completed in another state, which appears to be the intent of the compact provision.</p> <p>(2) Depending on the number of credits required and when the student transfers into the state, this provision may or may not be problematic for a school district. <i>Subsection C below provides another viable option.</i></p>	<p>X</p> <p>X</p>	<p>(1) No recommendation necessary.</p> <p>(2) Amend the <b>compact</b> to read “the local education agency shall <u>use best efforts to</u> provide an alternative means of acquiring coursework so that graduation may occur on time”</p>

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	<p>principal. (RCW 28A.230.060)</p> <p><b>Equivalency credit.</b> School boards offering a high school diploma shall adopt written policies providing for granting of high school graduation credit for alternative learning experiences, nonhigh school courses, work experience, and challenges. (WAC 3912-410-340)</p> <p><b>Temporary exemptions and special alterations from graduation requirements -- Competency testing.</b> The rules [adopted by the OSPI shall include, as the superintendent deems necessary, granting equivalencies for and temporary exemptions from the course requirements for [graduation] . . . and special alterations of the [graduation] course requirements. . . . The rules may include provisions for competency testing in lieu of such courses required for graduation . . .or demonstration of specific skill proficiency or understanding of concepts through work or experience. (RCW 28A.230.100)</p>				
<p><b>B. Exit exams.</b> States shall accept:</p> <p>(1) exit or end-of-course exams required for graduation from the sending state;</p> <p>(2) national norm-referenced achievement tests, or</p> <p>(3) alternative testing, in lieu of testing requirements for graduation in the receiving state. In the event the above alternatives cannot be accommodated by the receiving state for a student transferring in his or her Senior year, then the provisions of Article VII, Section C shall apply.</p>	<p><b>Certificate of Academic Achievement.</b> . . .[A]cquisition of the certificate [of academic achievement] is required for graduation from a public high school. . . . A student who meets the state standards on the . . .high school WASL shall earn a certificate. . . .If a student successfully meets the state standards on the objective alternative assessments then the student shall earn a certificate. . . .A student's score on the . . .SAT or . . . ACT. . . .or selected advance placement examinations . . .may be used as an objective alternative assessment. . . (RCW 28A.655.061)</p> <p><b>Waivers of certificate for transfer students.</b> (1) The requirement that a student obtain a certificate of academic achievement or a certificate of individual achievement to graduate shall be waived for students who transfer to a Washington public school from another state in the eleventh or twelfth grade year if the student provides documentation that he or she has met standards in another state on a high school assessment or for students eligible to receive special education services, on an alternate assessment. The assessment in the other state must be used for purposes of the high school assessment required in the federal Elementary and Secondary Education Act or be used for purposes of a high school graduation exit examination. (WAC 392-501-502)</p> <p><b>Alternative Assessment.</b> Students who transfer into a public school from out-of-state or from out-of-country in the eleventh or twelfth grade year may utilize an objective alternative assessment for purposes of meeting the high school standards without taking the WASL. (WAC 392-501-510)</p> <p><b>Appeal</b> (1) A student, or a student's parent or guardian may file an appeal to the superintendent of public instruction if the student has special, unavoidable circumstances that prevented the student, during the student's</p>	<p>(1) WA law allows out-of-state exit exams, including end-of-course exams, to be used for purposes of WA's graduation requirement if the student transfers into the state in the 11<sup>th</sup> or 12<sup>th</sup> grade. In addition, students may use NCLB-approved high school tests even if they are not exit exams.</p> <p>(2) The SAT and ACT, which are national norm-referenced tests, may be used as alternatives to the WASL. Students who transfer into the state in the 11<sup>th</sup> and 12<sup>th</sup> grade do not have to take the WASL before they access these alternatives.</p> <p>(3) It is not clear what is meant by "alternative testing, in lieu of testing requirements for graduation in the receiving state." There are alternatives in WA (SAT, ACT, AP, Collection of Evidence), but it is not clear what is intended by this clause.</p>	<p>X</p> <p>X</p> <p>X</p>	<p>X</p> <p>X</p> <p>X</p>	<p>(1) –(3). Add "For students entering high school in 11<sup>th</sup> or 12<sup>th</sup> grade," to the beginning of the compact provision.</p>

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	<p>twelfth grade year, from successfully demonstrating his or her skills and knowledge on WASL, on an objective alternative assessment authorized, or on a Washington alternate assessment available to students eligible for special education services. . . (2) Special, unavoidable circumstances shall include . . . Students who transfer from an out-of-state or out-of-country school to a Washington public school in the twelfth grade year after March 1. (WAC 392-501-601)</p>					
<p><b>C. Transfers during Senior year.</b> Should a military student transferring in his or her Senior year be ineligible to graduate from the receiving local education agency after all alternatives have been considered, the sending and receiving local education agencies shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student in accordance with Sections A and B of this Article.</p>	<p><b>No applicable state law.</b></p>	<p>School districts currently have discretion regarding whether or not they work with the out-of-state district to obtain a diploma from the sending district and whether they work with districts to which Washington students have transferred.</p>			<p>X</p>	<p>No recommendation necessary if the recommended change is adopted to the Waiver provision (see subsection A of this section) .</p>

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## Appendix C

### School District Survey Results

#### Washington School Districts Invited to Submit Survey on Implementation of Proposed Interstate Compact on Educational Opportunity for Military Children

School District Name	City	Superintendent Name	Submitted Survey (yes/no)
Anacortes	Anacortes	Chris Borgen	Yes
Bethel	Spanaway	Tom Seigel	Yes
Bremerton	Bremerton	Dr. Bette Hyde	Yes
Central Kitsap	Silverdale	Gregory Lynch	Yes
Clover Park	Lakewood	Deborah LeBeau	Yes
Coupeville	Coupeville	Patty Page	Yes
Franklin Pierce	Tacoma	Dr. Frank Hewins	Yes
Lakewood	Marysville	Dr. Dennis Haddock	Yes
Marysville	Marysville	Dr. Larry Nyland	Yes
Medical Lake	Medical Lake	Dr. Pam Veltri	Yes
North Mason	Belfair	David Peterson	Yes
North Thurston	Lacey	Dr. Jim Koval	Yes
Oak Harbor	Oak Harbor	Dr. Rick Schulte	Yes
South Kitsap	Port Orchard	Dave LaRose	Yes
South Whidbey	Langley	Fred McCarthy	Yes
Steilacoom	Steilacoom	Dr. Arthur Himmler	Yes
Yelm	Yelm	Dr. Alan Burke	Yes
Cheney	Cheney	Lawrence Keller	No
Everett	Everett	Karst Brandsma	No
Mukilteo	Everett	Dr. Marci Larsen	No
North Kitsap	Poulsbo	Richard Jones	No
Puyallup	Puyallup	Dr. Tony Apostle	No
Reardan-Edwall	Reardan	Doug Asbjornsen	No
Tacoma	Tacoma	Arthur Jarvis	No

**Washington State Task Force on the Interstate Compact on Educational  
Opportunity for Military Children  
School District Questionnaire—Summary of Responses and Open-ended  
Comments**

<p><b>1. COMPACT PROVISION: Unofficial or “hand-carried” education records. In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible.</b></p> <p><b>OSPI COMMENT: Current state law delegates to local school districts authority to establish procedures for release of educational records.</b></p>			
	<b>This provision is currently being SUBSTANTIALLY implemented</b>	<b>This provision is currently being PARTIALLY implemented</b>	<b>This provision is NOT AT ALL being implemented</b>
Identify the degree to which this provision of the compact is currently being implemented in your district:	<b>82.4% (14)</b>	17.6% (3)	0.0% (0)
<b>Response Number</b>	<b>Comments for Question 1</b>		
1	This is our standard operating protocol for all students, including military-connected families.		
2	Already current practice for all students		
3	We admit students based on hand carried records and then contact the sending district for the official records.		
4	We believe we are required to enroll and serve students in schools WHILE we are getting records from the sending school district. Students should not be denied services because we adults have not completed paperwork.		
5	Emphasis is placed on receiving the official student records from the sending school. Students will be enrolled based on hand-carried copies and confirm information when the official record arrives.		
6	We do this for all students. Immunization would be an exception.		

**2. COMPACT PROVISION: Kindergarten and First grade entrance age. Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a local education agency in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.**

**OSPI COMMENT: The compact requires the student to continue in the prior grade regardless of age. State law gives school districts discretion in assigning the student's grade level.**

	<b>This provision is currently being SUBSTANTIALLY implemented</b>	<b>This provision is currently being PARTIALLY implemented</b>	<b>This provision is NOT AT ALL being implemented</b>
Identify the degree to which this provision of the compact is currently being implemented in your district:	<b>52.9% (9)</b>	47.1% (8)	0.0% (0)

<b>Response Number</b>	<b>Comments for Question 2</b>
1	We currently follow the WAC on age-level cutoffs for Kindergarten.
2	I would prefer a compact provision that stipulated the same K start age for all states in the compact. I realize this is unlikely. While we allow students who have started K in another state to continue, it means that some K classes have an age range from 4 years old to 6 years old. This is not just an age issue, but one of readiness, skills, social preparedness, even size.
3	This provision is problematic. Early entry to kindergarten varies from district to district and can create a significant mixed-practice issue with kindergarten children who are underaged being admitted because they are military while the local district chooses not to have early entry because it is supported by research or experience.
4	This is decided on a case by case basis.
5	Some students, especially those entering the district from another country, may be too young (age 4, for example) for kindergarten enrollment, or too old (age 7) for first grade enrollment. Our district's elementary schools do everything in their power to ensure that the child is placed in an age-appropriate grade level taking all factors into consideration including consulting with the parent(s) and the sending school if able.
6	i do not believe this has been an issue or questions. We would look at it on an individual bases.

**3. COMPACT PROVISION: Course placement. When the student transfers before or during the school year, the receiving state school shall initially honor placement of the student in educational courses based on the student’s enrollment in the sending state school and/or educational assessments conducted at the school in the sending state if the courses are offered. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. Continuing the student’s academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).**

**OSPI COMMENT: No applicable state law. Course placement is a local school district decision.**

	<b>This provision is currently being SUBSTANTIALLY implemented</b>	<b>This provision is currently being PARTIALLY implemented</b>	<b>This provision is NOT AT ALL being implemented</b>
Identify the degree to which this provision of the compact is currently being implemented in your district:	<b>76.5% (13)</b>	23.5% (4)	0.0% (0)

<b>Response Number</b>	<b>Comments for Question 3</b>
1	This many times is dependent on space availability in specialized programs.
2	We try to match the sequence the student already has in place from the previous school. Many times, the course offerings are not a true match, however.
3	This can be very difficult, within the state as well as across states. Districts have different course offerings available, with different names, and it is sometimes difficult or impossible to find a comparable course in the receiving school. The most prominent example is the variation between schools that teach Algebra / Geometry versus those that teach Integrated Math I and II. These are sufficiently different that any transfer student (military or not, in state or out) may have a very difficult time making the transition and may end up missing out on some essential math content. A similar situation exists for many other classes. Specialty classes like CTE courses or AP have class size limits that may make it impossible to add new students later in the year.
4	We are almost always able to place the student in the appropriate program.
5	We do this but do so on a space available basis. That is, often certain classes fill up quickly and we literally do not have room for an additional student. This is true for all new students--not just military students. If there is no room in the class, we cannot enroll them.
6	Every attempt is made to place the student in courses that are same/similar to those offered in previous school.

**4. COMPACT PROVISION: Placement flexibility. Local education agency administrative officials shall have flexibility in waiving course/program prerequisites, or other preconditions for placement in courses/programs offered under the jurisdiction of the local education agency.**

**OSPI COMMENT: No applicable state law. Waiving course/program prerequisites is a local school district decision.**

	<b>This provision is currently being SUBSTANTIALLY implemented</b>	<b>This provision is currently being PARTIALLY implemented</b>	<b>This provision is NOT AT ALL being implemented</b>
Identify the degree to which this provision of the compact is currently being implemented in your district:	<b>76.5% (13)</b>	23.5% (4)	0.0% (0)

<b>Response Number</b>	<b>Comments for Question 4</b>
1	Especially with Junior/Senior level students, we offer flexibility in meeting course requirements and graduation requirements, so that the transferring student is not penalized in 'forward progress'.
2	Some course requirements are mandated by State Board and cannot be waived.
3	If a prerequisite exists because the prior course teaches skills necessary to success in the subsequent course, it is impossible to waive the prerequisite. So for example a student cannot skip Spanish I and begin with Spanish II. On the other hand, in some cases there is not such a direct skill requirement reflected in the prerequisite, such as requiring algebra II as a prerequisite for chemistry, or requiring biology as a prerequisite for chemistry or physics. Band and some CTE courses may or may not have specific skill prerequisites, versus course prerequisites. Counselors already have the flexibility to take these variables into consideration -- but there is no real flexibility for language prerequisites as one example.
4	Based on a student's ability, we do make concessions to place them according to their previous coursework.
5	Our policies allow us to waive courses on a case by case basis.
6	In some cases, for example: Washington State History. Staff would review transcript and document a substitution or waiver.

**5. COMPACT PROVISION: Absence as related to deployment activities. A student whose parent or legal guardian is an active duty member of the uniformed services, as defined by the compact, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the local education agency superintendent to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian.**

**OSPI COMMENT: The definition of an excused and an unexcused absence is a local decision. As such, whether a child would be granted additional excused absences to visit with his or her parent would be a local decision.**

	<b>This provision is currently being SUBSTANTIALLY implemented</b>	<b>This provision is currently being PARTIALLY implemented</b>	<b>This provision is NOT AT ALL being implemented</b>
Identify the degree to which this provision of the compact is currently	<b>76.5% (13)</b>	17.6% (3)	5.9% (1)

being implemented in your district:				
Response Number	Comments for Question 5			
1	This is done on a case by case basis for all students with extenuating circumstances.			
2	While we have no official school district policy as such for this purpose, we do offer excused absences and take-home work, if requested, for such a student.			
3	The strong language shall be granted may be too much. We honor parent requests for excused absences in almost all cases. We do not honor such requests where absence for any reason has been excessive and is jeopardizing the student's academic progress.			
4	Individual principals have the authority to excuse absences. The garrison commander at Fort Lewis recently asked us if we would consider looking at the development of a consistent expectation that this would be allowed. We are going to work on resolving this issue in the next month or so, if possible.			
5	Contingent upon the student's academic performance and taking into account family circumstances, local school districts must maintain the final decision around granting additional absences.			
6	We do not have special language for unexcused absences due to military deployment.			
7	Our policies allow parents to determine if a student's absence is excused or not excused. If parents excuse the student for the above described activities, we will excuse the student as well.			
8	This is handled through a pre-arranged absence form that is completed by the parent/guardian. The staff facilitate documentation through this process			

**6. COMPACT PROVISION: Eligibility for enrollment. A military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent.**

**OSPI COMMENT: WA's Choice law gives school districts discretion in whether a student may continue to remain enrolled in the district when the student moves out of the district.**

	This provision is currently being SUBSTANTIALLY implemented	This provision is currently being PARTIALLY implemented	This provision is NOT AT ALL being implemented
Identify the degree to which this provision of the compact is currently being implemented in your district:	<b>88.2% (15)</b>	11.8% (2)	0.0% (0)

Response Number	Comments for Question 6			
1	Rarely an issue.			
2	We have two instances where the placement was in a bordering state and we would have to charge tuition according to state requirements.			
3	We do this for all students!!!!			
4	Choice law also takes into account students who are/are not in good standing. Under certain circumstances, students should not be automatically guaranteed enrollment if the student is not in the school district's/or school's designated attendance area. It is also unclear what would happen if a student previously attended a school under the custody of a military parent, moved out of the district/school attendance area, and then moved back at a future time under the control of a non-custodial parent. The may continue to attend the school in which he/she was enrolled while residing with the custodial parent could be			

	interpreted to mean that the district/school still has an obligation to accommodate that student?
5	We follow choice legislation and often allow nonresident students to enroll. However, as per choice legislation, we cannot enroll out-of-district students with disabilities because our Special Education programs and services are full and over the 12 percent cap. This position is true for all out of district students, with the exception of homeless students.
6	We would want paperwork giving that adult the rights to sign for the student

**7. COMPACT PROVISION: Waiver requirements #1. In order to facilitate the on-time graduation of children of military families, states and local education agencies shall incorporate the following procedures: Local education agency administrative officials shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another local education agency or shall provide reasonable justification for denial.**

**OSPI COMMENT: School districts do not have the authority to waive courses required for graduation (except WA State History). However, they do have discretion in determining if similar course work has been satisfactorily completed in another state, and whether that similar course work meets subject area requirements for graduation.**

	This provision is currently being SUBSTANTIALLY implemented	This provision is currently being PARTIALLY implemented	This provision is NOT AT ALL being implemented
Identify the degree to which this provision of the compact is currently being implemented in your district:	64.7% (11)	29.4% (5)	5.9% (1)

Response Number	Comments for Question 7
1	We make every attempt to reduce barriers to graduation for military students.
2	This is still somewhat challenging to high school folks depending on what course work the student(s) will bring to the receiving school. Specifically the determination of what course work that has been completed somewhere else and if that same course work aligns and meets requirements here can at times be an issue.
3	We use the process of similar coursework.
4	WA state graduation requirements seldom mention specific courses but instead are stated as distribution requirements among subject areas. We do not waive number of credits requirements, but may occasionally waive WA State History if there is an appropriate alternative state history and if the student has the required total number of credits. In general, we don't make waivers (actually, more like substitutions) until the second semester of the senior year, after it has been determined that it will be impossible for the student to meet the requirement.
5	We cannot ignore state law. However, beginning with the 2008-09 school year - the district has obligated to pay for an online course or two for students moving into the district in their senior year that are just short of meeting the graduation requirements, due to moving from state to state.
6	Our district provides many course recovery options including alternative schools, on-line courses, off-campus education, 0-hour classes, and Jump-Start credits.
7	We follow the OSPI position on this issue.

**8. COMPACT PROVISION: Waiver requirements #2.** In order to facilitate the on-time graduation of children of military families, states and local education agencies shall incorporate the following procedures: Should a waiver not be granted to a student who would qualify to graduate from the sending school (subject to waiver requirement described in question 7 above), the local education agency shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

**OSPI COMMENT:** School boards offering a high school diploma are required to adopt written policies providing for granting of high school graduation credit for alternative learning experiences, nonhigh school courses, work experience, and challenges.

	This provision is currently being <b>SUBSTANTIALLY</b> implemented	This provision is currently being <b>PARTIALLY</b> implemented	This provision is <b>NOT AT ALL</b> being implemented
Identify the degree to which this provision of the compact is currently being implemented in your district:	<b>52.9% (9)</b>	47.1% (8)	0.0% (0)
<b>Response Number</b>	<b>Comments for Question 8</b>		
1	On-line and summer studies are what we currently offer to assist in this matter.		
2	If there is an additional cost, which might occur if the student has too few credits and needs to take more classes than can fit into a daily schedule, or needs to enroll in distance learning electronic courses with a tuition, then the school district does not pay for those costs that are above what state basic education provides for.		
3	We cannot ignore state law. However, beginning with the 2008-09 school year - the district has obligated to pay for an online course or two for students moving into the district in their senior year that are just short of meeting the graduation requirements, due to moving from state to state.		
4	Depending upon the circumstances there may be no guarantee that schools have the resources to necessarily ensure on-time graduation. The on-time graduation language in the Compact could result in the expenditure of unprogrammed or unavailable resources.		
5	Since we appear to be adhering to question eight, this is seldom needed.		
6	We attempt to do this on a case by case basis.		
7	This is a rare occurrence but the practice is adhered to.		

**9. COMPACT PROVISION: Transfers during senior year. Should a military student transferring in his or her senior year be ineligible to graduate from the receiving local education agency after all alternatives have been considered, the sending and receiving local education agencies shall ensure the receipt of a diploma from the sending local education agency, if the student meets the graduation requirements of the sending local education agency. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student in accordance with Sections A and B of this Article (these 'sections' of the compact are represented by waiver requirements described in questions 7 and 8 above).**

**OSPI COMMENT: No applicable state law. Engaging is such an activity is a local school district decision.**

	<b>This provision is currently being SUBSTANTIALLY implemented</b>	<b>This provision is currently being PARTIALLY implemented</b>	<b>This provision is NOT AT ALL being implemented</b>
Identify the degree to which this provision of the compact is currently being implemented in your district:	17.6% (3)	35.3% (6)	<b>47.1% (8)</b>

<b>Response Number</b>	<b>Comments for Question 9</b>
1	We have never had this circumstance arise but would certainly entertain it.
2	We have not been placed in a position where this has become a necessity. If we were placed in such a position we would do everything we could to facilitate such but I would not go as far as to say we could ensure this happening.
3	I don't know of such a situation occurring, as yet, in our school district. I would be fully supportive of allowing a Senior student to attend in our high school, and even walk through our graduation exercises, while receiving the actual Diploma from his sending school district.
4	As currently practiced, we require a graduate to have attended our high school during their last semester prior to graduation. I'm not sure what can of worms we might open up if we enact this provision, or what effect it might have on student motivation or completion. I am concerned there might be some unintended byproducts. Another related question that then arises is whether or not the student is permitted to march in the local graduation ceremony. For many, this question becomes more important than which HS gives the diploma, or even whether or not they get a diploma.
5	Our school district has been following this practice of working with a student's previous district to earn a diploma if they are not eligible for one in our state - for many years.
6	This practice has occurred but on a limited basis. Issues such as communication, different state testing and credit requirements, and inflexibility have limited this process. Although this is an unusual situation, the final agreement should take into account the potential expenditure of extraordinary resources. Specifically the time required by staff/administrators to complete the coordination with other states. Language that acknowledges a reasonable effort should be expected, however, under certain circumstances, it may be unreasonable to facilitate on-time graduation.
7	We have not had this situation occur; however, our current practice would be to work very collaboratively with the sending state/school to support the on-time graduation of the student.
8	The responsibility lies with the out of state sending district. I do not know if districts do this. I do know that we have very seldom been asked to do this with students who left our district. There was one instance where this was requested and it took a great deal of time to determine if the out of district courses were equivalent to our classes. I am frankly not

	sure if this ever did get completed. This would be up to the student and his family to initiate this request. Is the expectation that the Washington school district should be doing something to facilitate?
9	To our knowledge this has never occurred.
10	We would need to explore the specific if we were the granting agency.

**10. COMPACT PROVISION: Official education records/transcripts. Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student's official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within ten (10) days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.**

**OSPI COMMENT: Current state law is similar but not identical to the Compact's 10-day deadline. Washington distinguishes between information and records. Washington law requires that information be sent in two school days (if school vacation or summer, timeline could be considerably different). Records are to be sent as soon as possible (no specific timeline except for foster children) and there is an exception which allows districts to withhold records if fines have not been paid.**

	Significantly difficult	Moderately difficult	Slightly difficult	Not difficult at all
Using the scale below, rate the degree of difficulty for your district to implement this provision of the compact.	0.0% (0)	35.3% (6)	23.5% (4)	<b>41.2% (7)</b>

Response Number	Comments for Question 10
1	I do not believe the difficulty would be on our end if we were the sending state. I would be more concerned if we were the receiving state.
2	With the large trend to maintaining student records electronically, the preparing and sending of student records is much easier these days. PLEASE NOTE: Our School District uses the Army-developed; voice/video interactive technology to pre-enroll, pre-schedule, pre-approve, and pre-orient high school students to our school district, from wherever in the world they currently are. IMMENSELY EFFECTIVE in reducing the quandary that military-connected students and families find themselves in.
3	The existing state law is sufficient to student and school needs. It is not necessary to add another layer of requirements. Existing law and practice are adequate. If this proposed change applies to some but not all students, it would require double sets of records and might lead to some students delaying other students' records.
4	it is our goal to get records out well within the stated timeframe
5	We work to get records to other districts as soon as we can, but we could commit to 10 days because of staffing limitations.
6	This is practice.

**11. COMPACT PROVISION: Immunizations.** Compacting states shall give thirty (30) days from the date of enrollment or within such time as is reasonably determined under the rules promulgated by the Interstate commission, for students to obtain any immunization(s) required by the receiving state. For a series of immunizations, initial vaccinations must be obtained within thirty (30) days or within such time as is reasonably determined under the rules promulgated by the Interstate Commission.

**OSPI COMMENT:** Current state law is slightly more restrictive. State law requires immunizations to commence on or before the first day. The compact allows the student to start school as long as the immunization occurs within 30 days. For a series, the initial immunization has to occur within thirty days, but the series does not have to be completed within thirty days.

	Significantly difficult	Moderately difficult	Slightly difficult	Not difficult at all
Using the scale below, rate the degree of difficulty for your district to implement this provision of the compact.	0.0% (0)	17.6% (3)	<b>47.1% (8)</b>	35.3% (6)

Response Number	Comments for Question 11
1	Our nurses and health officials disagree with the proposed compact provision. There is a difference between not having the immunization record and not having the immunization when enrolling. The immunization is most important, and having the leverage of being able to say registration depends on immunizations is important. Of course, the CIS option of signing a personal waiver sometimes makes this a moot point. Having two different rules to follow, one for military students and one for civilian, would be difficult to track and to justify.
2	This is not in accordance with our understanding and implementation of mandates from the health department.
3	We are bound to adhere to current State law. We WANT students in school. Consequently, should the law change, we would be happy to implement this more liberal interpretation.
4	Unless parents/guardians provide immunization records upon enrollment, it is difficult to get the record before the first day of school. Every attempt is made to have the documentation faxed or brought in by the parent/guardian at the time of enrollment.

**12. COMPACT PROVISION: Educational program placement.** The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs; and 2) English as a second language (ESL). This does not preclude the school in the receiving state from performing subsequent evaluations to ensure appropriate placement of the student.

**OSPI COMMENT:** Current state law regarding placement in the Highly Capable and Transitional Bilingual programs require placement testing before a placement decision may be made.

	Significantly difficult	Moderately difficult	Slightly difficult	Not difficult at all
Using the scale below, rate the degree of difficulty for your district to implement this provision of the compact.	11.8% (2)	35.3% (6)	11.8% (2)	<b>41.2% (7)</b>

Response Number	Comments for Question 12
1	Definitions and eligibility for gifted placement and programs differ greatly. There is little or no consistency. The title of the program does not indeed indicate what it really is. This provision could be a source of incorrect placements, and subsequent changes in placement that students may see as punishment or failure. There needs to be some correspondence between the assessment and the program placement. Any assessment won't do. All assessment is not equal.
2	We have systems in place to handle these types of situations for the most part.
3	Subsequent evaluations ending in the qualification of students for highly capable programs does not automatically guarantee a student's placement in the program. Space availability and a previously established waiting list should preclude any guarantees of placement.
4	GT classes, particularly at the elementary level are often already to capacity and have waiting list by the time school starts. Any student coming in during the school year would be evaluated and placed accordingly on the waiting list. Students with ability and achievement scores or rated higher on the GT matrix would be placed ahead.
5	Again, this depends on space availability. We have very limited resources for these programs and spaces fill up fast. We would deal with this on a case by case basis. It is very likely that we would enroll the ESL students because of the federal and state mandates to do so. It is less likely that we would enroll the gifted child, though we would certainly try to put together services for this child in the interim.
6	Staff reviews student records and consults sending school if able. Highly Capable is a little more difficult as highly capable programs vary state to state. For ELL, parents/guardians are asked to complete a language survey so that the most appropriate placement may be made.

# Appendix D

## Substitute Senate Bill 6426, Which Established the Task Force

CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 6426

Chapter 189, Laws of 2008

60th Legislature  
2008 Regular Session

INTERSTATE COMPACT ON EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

EFFECTIVE DATE: 06/12/08

Passed by the Senate March 13, 2008  
YEAS 34 NAYS 15

BRAD OWEN

\_\_\_\_\_  
President of the Senate

Passed by the House March 7, 2008  
YEAS 93 NAYS 1

FRANK CHOEP

\_\_\_\_\_  
Speaker of the House of Representatives

Approved March 27, 2008, 10:47 a.m.

CHRISTINE GREGOIRE

\_\_\_\_\_  
Governor of the State of Washington

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is ~~SUBSTITUTE SENATE BILL 6426~~ as passed by the Senate and the House of Representatives on the dates hereon set forth.

THOMAS HOEMANN

\_\_\_\_\_  
Secretary

FILED

March 28, 2008

Secretary of State  
State of Washington

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SUBSTITUTE SENATE BILL 6426

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AS AMENDED BY THE HOUSE

Passed Legislature - 2008 Regular Session

State of Washington                      60th Legislature                      2008 Regular Session

By Senate Early Learning & K-12 Education (originally sponsored by  
Senators Hobbs, Shin, Swecker, Rasmussen, Fairley, Berkey,  
Rockefeller, Eide, Schoesler, Fraser, Kauffman, Kohl-Welles, and  
McAuliffe)

READ FIRST TIME 02/08/08.

1            AN ACT Relating to an interstate compact on educational opportunity  
2            for military children; and creating a new section.

3            BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4            NEW SECTION. Sec. 1. (1) The office of the superintendent of  
5            public instruction shall convene and support a task force to review and  
6            make recommendations regarding the interstate compact on educational  
7            opportunity for military children. Education committee staff from  
8            senate committee services and house of representatives office of  
9            program research shall provide support to the legislative members of  
10           the task force.

11           (2) The task force shall review the compact and issue a final  
12           report on the following, at a minimum:

13           (a) Which components of the compact are currently being  
14           substantially implemented in Washington and which are not;

15           (b) The implications of and the interplay between the compact and  
16           applicable federal education law;

17           (c) The implications of and the interplay between the compact and  
18           applicable state education law; and

1 (d) The legal obligations that the compact would impose on the  
2 state if it were to be adopted.

3 (3) The task force shall also address any provisions within the  
4 compact that raise concerns of the task force members and shall make  
5 recommendations on how to address those concerns within the final  
6 report.

7 (4) The task force shall include the following members:

8 (a) Four legislative members, including one member appointed by the  
9 president of the senate from each of the two largest caucuses of the  
10 senate, and one member appointed by the speaker of the house of  
11 representatives from each of the two largest caucuses of the house of  
12 representatives;

13 (b) The attorney general or a designee;

14 (c) A representative from the United States department of defense;

15 (d) The superintendent of public instruction or a designee;

16 (e) A representative from each educational service district;

17 (f) A superintendent from a school district with a high  
18 concentration of military children; and

19 (g) A representative of the state board of education.

20 (5) Legislative members of the task force shall be reimbursed for  
21 travel expenses under RCW 44.04.120. Nonlegislative members are  
22 entitled to be reimbursed for travel expenses in accordance with RCW  
23 43.03.050 and 43.03.060.

24 (6) The task force shall present its final report of findings and  
25 conclusions, including recommendations for legislative action if  
26 necessary, to the appropriate committees of the legislature by December  
27 1, 2008.

Passed by the Senate March 13, 2008.

Passed by the House March 7, 2008.

Approved by the Governor March 27, 2008.

Filed in Office of Secretary of State March 28, 2008.

# Appendix E

## Fiscal Analysis of Adopting the Compact

### Introduction

The Council of State Governments, in cooperation with the U.S. Department of Defense and education and state officials, created a proposed compact to make it easier for students of military parents to transfer to and from schools in different states. The compact includes provisions pertaining to the transfer of school records, immunization requirements, graduation requirements, participation in interscholastic activities, and other topics that impact student transfers.

The compact was submitted to the 2008 Washington Legislature for approval. However, instead of adopting the compact during the 2007 session, the Legislature chose to form a task force to analyze the compact, including how existing state and federal laws are impacted and the fiscal impact of adopting the compact on the state of Washington and school districts. This document explores the fiscal impact of adopting the compact.

### State Costs

The compact would impose four different costs on the state: (1) Expenses incurred by Compact Commissioner; (2) funding of a Military Family Education Liaison; (3) expenses of the required State Council; and (4) fees paid to the national Interstate Compact Commission.

**-Compact Commission.** Article VIII, Section C., requires that a Compact Commissioner be appointed in each state by the Governor or as otherwise determined by the member state. The compact commissioner would be responsible for the administration and management of the state's participation in the compact, and would attend meetings of the national Interstate Compact Commission.

In the fiscal analysis, it is assumed that the commissioner would not be paid, but would receive a \$125/day stipend for attending the annual Interstate Compact Commission meeting and the State Council meetings.

**-Military Family Education Liaison.** The compact requires that the State Council appoint or designate a Military Family Education Liaison to assist military families and the state in facilitating the implementation of the compact (Article VIII, Section B.). In carrying out these duties, the liaison would staff the Compact Commissioner and State Council, strengthen relationships between school districts and the military, respond to questions and provide assistance to military families, provide training to counselors and other school staff, and enforce provisions of the compact. Currently, an OSPI employee serves part-time in a similar role, but it is expected that the adoption of the compact would increase the amount of time needed to carry out the existing duties and successfully implement the compact.

In the fiscal analysis, it is assumed that a .5 FTE Program Supervisor would be assigned to serve in this position, and that travel, goods, services, and initial start-up costs would be provided.

**-State Council.** Article VIII, Section A. of the compact requires the creation of a State Council or the use of an existing body or board to provide

coordination among government agencies, school districts, and military installations in the implementation of, and compliance with, the compact. At a minimum, the group must include the state superintendent of education, a school district superintendent, a representative of a military installation, one representative each from the legislative and executive branch of government, and other stakeholder groups that the council deems appropriate. The compact does not specify how often the group is to meet.

In the fiscal analysis, it is assumed that there will be twelve members on the council, that they will meet four times the first year, and twice annually thereafter. Travel would be paid for those who need it, and stipends would not be provided except for the chair.

**-Fees to the Interstate Commission.** The compact gives authority to the Interstate Compact Commission to collect an annual assessment from each member state to cover the costs and operations of the commission and its staff (Article XIV). The formula for assessing states is to be determined by the commission. At its first meeting, the commission decided to charge \$1 per child of active duty military personnel who are between ages 5 through 18. As of June 2008, Washington had 28,952 children who met this criteria.

### **School District Costs**

The fiscal impact of adopting the compact on school districts will include direct and indirect costs associated with:

1. The time that will be required for school district personnel (principals, vice-principals, counselors, registrars, school secretaries) to understand the requirements of the compact.
2. Changing school district policies and procedures in accordance with the compact.
3. The extra time required to implement the requirements of the act, including responding to questions from military families, making copies of the unofficial transcripts, contacting prior schools, and sorting out what is actually required in specific situations. The major unanswered question, which is critical to the analysis, is to what extent day-to-day practice will actually change in schools when a military dependent walks into the schoolhouse door. This will require further discussion with school counselors, superintendents, registrars, and others.
4. Responding to complaints from military families that one or more provisions of the compact were not properly implemented.

While there was an effort to identify the added costs of adopting the compact, the many variables and uncertainties made it impossible to quantify the added costs. Clearly, the highest added costs will be in high schools with large numbers of military transfer students.

As of: November 24, 2008

**State-level Fiscal Impact of the Interstate Compact of Educational Opportunity for Military Children**

				2009-11 Biennium			2012-13 Biennium		
Compact Commissioner				FY 2010	FY 2011	TOTAL	FY 2012	FY 2013	TOTAL
- National Meeting Travel/Lodging - Pd by Commission				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Stipend	Days	Rate							
..National Meeting	4	\$ 125	Per Day	\$ 500	\$ 500	\$ 1,000	\$ 500	\$ 500	\$ 1,000
..State Council Meetings	4 in 2010/ 2 in 2011-13	\$ 125	Per Day	\$ 500		\$ 500	\$ 250	\$ 250	\$ 500
Total - Compact Commissioner				\$ 1,000	\$ 500	\$ 1,500	\$ 750	\$ 750	\$ 1,500
<b>Military Family Education Liaison</b>									
Program Supervisor	FTE	Salary	Benefits	\$ 43,400	\$ 43,400	\$ 86,800	\$ 43,400	\$ 43,400	\$ 86,800
Goods & Services				\$ 3,000	\$ 3,000	\$ 6,000	\$ 3,000	\$ 3,000	\$ 6,000
Travel				\$ 4,800	\$ 4,800	\$ 9,600	\$ 4,800	\$ 4,800	\$ 9,600
Office Equipment				\$ 3,000					
Computer				\$ 2,000					
Total - Military Family Education Liaison				\$ 56,200	\$ 51,200	\$ 107,400	\$ 51,200	\$ 51,200	\$ 102,400
<b>State Council Meetings</b>									
FY 2010 Meetings	Members/Meetings	Per Meeting	Per Member						
- Materials	4 meetings	\$ 250		\$ 1,000		\$ 1,000			
- Light Meals & Refreshments	4 meetings	\$ 500		\$ 2,000		\$ 2,000			
- Travel Reimbursement	3 members/meeting		\$ 200	\$ 2,400		\$ 2,400			
FY 2011-2013 Meetings									
- Materials	2 meetings	\$ 250			\$ 500	\$ 500	\$ 500	\$ 500	\$ 1,000
- Light Meals & Refreshments	2 meetings	\$ 500			\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000
- Travel Reimbursement	3 members/meeting		\$ 200		\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 2,400
Total - State Council Meetings				\$ 5,400	\$ 2,700	\$ 8,100	\$ 2,700	\$ 2,700	\$ 5,400
<b>Fees to Interstate Commission</b>									
FY 2010	Number of Students	Per Student		\$ 33,000		\$ 33,000			
FY 2011	34,000	\$1.00			\$ 34,000	\$ 34,000			
FY 2012	35,000	\$1.00					\$ 35,000		\$ 35,000
FY 2013	35,000	\$1.00						\$ 35,000	\$ 35,000
Total - Fees to Interstate Commission				\$ 33,000	\$ 34,000	\$ 67,000	\$ 35,000	\$ 35,000	\$ 70,000
<b>Subtotal - All Items</b>				\$ 95,600	\$ 88,400	\$ 184,000	\$ 89,650	\$ 89,650	\$ 179,300
Total Subject to Indirect				\$ 57,600	\$ 54,400		\$ 54,650	\$ 54,650	
Indirect Rate				11.9%	11.9%		11.9%	11.9%	
<b>Total Indirect</b>				\$ 6,900	\$ 6,500	\$ 13,400	\$ 6,500	\$ 6,500	\$ 13,000
<b>GRAND TOTAL</b>				\$ 102,500	\$ 94,900	\$ 197,400	\$ 96,150	\$ 96,150	\$ 192,300