

# Interstate Compact on Educational Opportunity for Military Children

*Legislative Resource Kit*

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# Interstate Compact on Educational Opportunity for Military Children

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# Interstate Compact on Educational Opportunity for Military Children

*Background & Summary*



# Interstate Compact on Educational Opportunity for Military Children

## Background & Summary

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Military families move between postings on a regular basis. While reassignments can often be a boon for career personnel, they usually play havoc with the children of military families: losing and making new friends, adjusting to new cities and bases and changing schools. While the armed services has taken great leaps to ease the transition of personnel, their spouses and most importantly 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 average military student faces transition challenges more than twice during high school and most military children will have six to nine different school systems in their lives from kindergarten to 12th grade. With more than half of all military personnel supporting families, the impacts of reassignment and long deployments are a key consideration when making long-term life choices.

Specific impacts on military children include:

- **Transfer of Records** - Official transcripts for military-affiliated children often come from other states or overseas schools. Children are placed incorrectly because some schools refuse to accept hand-carried copies until the official version arrives. Because of the possible time lapse between entry into school and the arrival of school records, this process jeopardizes proper placement for all students and, in particular, those involved in Special Education, Gifted Education, English as a Second Language, and Advanced Placement Courses.
- **Course Sequencing** - States have varying prerequisite course requirements that can result in thwarting students' academic advancement, repeating content or eliminating students from Honors or Advanced Placement courses.
- **Graduation Requirements** - Graduation requirements vary from state to state. In some states, specific courses are required for graduation. The graduation of military students who transfer during their junior or senior year may be jeopardized if they are unable, due to state or local policies or scheduling constraints, to enroll in the necessary coursework.
- **Exclusion from Extra-Curricular Activities** - Students who enroll in school after auditions, tryouts, elections and membership recruitments are often eliminated from activities that promote socialization and connectedness to their new school community. Often their skills and talents are not recognized or developed or are

placed on “hold’ because they are seen as transient or having arrived “too late.” Organizations such as the National Honor Society permit local entrance requirements that can eliminate students even when they have been members in their previous school.

- **Redundant or Missed Entrance/Exit Testing** - Children who move frequently can be penalized for missing state mandated tests required to enter or exit various levels of the educational system. Tests are often specific to the state and therefore, entrance/exit tests taken in another state, are not recognized.
- **Kindergarten and First Grade Entrance Age Variances** - Children enrolled in Kindergarten in one state may not qualify by age when transferred during the year to another state. Children who have completed Kindergarten in another state are sometimes denied entry into first grade if they do not meet the age requirement.
- **Power of Custodial Parents While Parents are Deployed** - Due to circumstances created by military deployment, there are times when children are placed in the care of designated guardians. Legislation is needed to protect the children of these families so that they may continue to attend their school or relocate to the neighborhood school of their newly appointed guardian.

The new Interstate Compact on Educational Opportunity for Military Children addresses these issues as well as compact enforcement, administration, finances, communications, data sharing and training. The new compact establishes an independent compact operating authority, the Interstate Commission, which will be positioned to address future interstate problems and issues as they arise.

The development of interstate and intrastate solutions to these issues is of paramount importance to military families. While armed services personnel are serving our country, their children may, more often than not, be adversely affected by these and other educational policies. While many states and communities have responded on an ad hoc basis to ease the shift of military children, no comprehensive policy approach exists to improve the long-term educational transitions and outcomes of this constituency.

### **What is a compact?**

Simply stated, a compact is an agreement between two or more states for cooperative effort, mutual assistance, management, and regulation of public policy matters by the states, which transcend the boundaries of one state. Authorized under Article I of the U.S. Constitution and dating as far back as the 1780s, compacts have been created to address a wide variety of issues that arise among the states. Many of the earliest compacts were designed to settle boundary disputes.

Throughout the 20th century, compacts became increasingly relied upon to manage and regulate state concerns in diverse areas such as environmental resource management, multi-state taxation, transportation, corrections, crime control and juvenile justice. States

ratifying compacts are bound to observe the terms of the agreement until the compact is formally renounced by the state. Compact provisions take precedence over conflicting state laws and inconsistent provisions of existing laws of a compact state.

### **Solutions for the Future**

The Council of State Governments (CSG), in cooperation with the U.S. Department of Defense Office of Personnel and Readiness, has 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.

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.

### **Applicability**

The new compact applies to the children of:

- Active duty members of the uniformed services, including members of the National Guard and Reserve on active duty orders;
- 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
- 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.

The new compact does not apply to children of:

- Inactive members of the national guard and military reserves;
- Members of the uniformed services now retired not covered above;
- Veterans of the uniformed services not covered above; and
- 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.

### **Enrollment**

- Educational Records - the new compact provides that schools must share records in a timely manner in order to expedite the proper enrollment and placement of students. If the sending school cannot provide the parent a copy of the official record, an unofficial copy will be provided that may be hand carried to the school in lieu of the official record. This unofficial record can then be used for preliminary placement

while the school sends for the official record. Once requested, the sending school has 10 days to provide the official record to the receiving school.

- Immunizations – the new compact provides for specific timelines, in this case 30 days from the date of enrollment, for students to obtain required immunizations in the receiving state.
- Age of Enrollment/Course Continuation – the compact requires, absent a new enrollment in Kindergarten, that a student shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level from the sending state. For example, if a student is enrolled and attends Kindergarten at the age of 5 in State A and transfers to State B, the student would be allowed to continue in Kindergarten despite State B’s entrance age of 6 years. Further, the compact allows for such continuity of enrollment when a student has completed Kindergarten and is ready for enrollment in First Grade. For example, if a student has completed Kindergarten in State A and transfers to State B, the student would be allowed to enter First Grade despite State B’s entrance age of 6 or 7 years.

### **Eligibility**

- Power of Attorney - 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.
- Tuition - 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.
- Non-custodial parents - 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.
- Extracurricular activities - state and local education agencies shall facilitate the opportunity for military children’s inclusion in extracurricular activities to the extent they are otherwise qualified.

### **Placement**

- Course placement / Educational Program 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).

- 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 [insert federal statutory reference] and with Title II of the Americans with Disabilities Act [insert federal statutory reference] 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.
- 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.
- 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 prior to leave or deployment of the parent or guardian.

## **Graduation**

- 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.
- 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 (as outlined below).

- 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.

### **State Coordination**

- State Council – each state will be required to develop a State Council to 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. 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 the school district with a high concentration of military children, representative from a military installation, one representative from the legislative, and executive branches of government, and other offices and stakeholder groups the State Council deems appropriate.
- Military Family Education Liaison - 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.

### **National Coordination**

- Interstate Commission – the governing body of the new interstate compact composed of representatives from each member state as well as various ex-officio members representing impacted stakeholder groups, the Interstate Commission will provide general oversight of the agreement, creates and enforces rules governing the compacts operation and promotes training and compliance with the compacts requirements. Each state will be allowed one vote on compact matters and the Commission will maintain a variety of policy and operations committees. Rather than states operating under an interstate agreement without any national coordination, the Interstate Commission will provide the venue for solving interstate issues and disputes.
- Rulemaking – the Interstate Commission, through its member states, will draft and enforce rules for the operation of the compact. While the interstate compact mechanism provides the skeletal structure of the agreement, the rules are the muscles or actuators of the contract. The compact is basic in its scope and intent, therefore compelling the rules and rulemaking process to be dynamic in its ability to respond to changing issues without rewriting the compact at every turn. However, a rule may be voided should a majority of member state legislatures revoke the rule (check and balance).

- Enforcement – the Interstate Commission will have the ability to enforce the provision of the compact and its rules on states and school districts. Without enforcement and compliance power, the compact becomes a toothless tiger – a set of good ideas under which no one feels compelled to abide. With enforcement capacity, the compact can force states and districts to comply for the good of military children. Of course, such action could only be undertaken by the Commission itself, i.e. the state members.

**Effective Date**

- 10 or more states – the compact will activate once 10 or more states have adopted the language. With the bulk of military children residing in just 20 states, the Drafting Team felt that 10 was sufficient to begin operations and create a sense of urgency for the remaining states.

Questions may be directed to:

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# Interstate Compact on Educational Opportunity for Military Children

*Model Compact Language*



1                   **Interstate Compact on Educational**  
2                   **Opportunity for Military Children**

3  
4                   **ARTICLE I**

5                   **PURPOSE**

6  
7   It is the purpose of this compact to remove barriers to educational success  
8   imposed on children of military families because of frequent moves and  
9   deployment of their parents by:

- 10
- 11       A.   Facilitating the timely enrollment of children of military families and  
12           ensuring that they are not placed at a disadvantage due to difficulty in  
13           the transfer of education records from the previous school district(s) or  
14           variations in entrance/age requirements.
  - 15
  - 16       B.   Facilitating the student placement process through which children of  
17           military families are not disadvantaged by variations in attendance  
18           requirements, scheduling, sequencing, grading, course content or  
19           assessment.
  - 20
  - 21       C.   Facilitating the qualification and eligibility for enrollment, educational  
22           programs, and participation in extracurricular academic, athletic, and  
23           social activities.
- 24

- 1 D. Facilitating the on-time graduation of children of military families.  
2
- 3 E. Providing for the promulgation and enforcement of administrative rules  
4 implementing the provisions of this compact.  
5
- 6 F. Providing for the uniform collection and sharing of information between  
7 and among member states, schools and military families under this  
8 compact.  
9
- 10 G. Promoting coordination between this compact and other compacts  
11 affecting military children.  
12
- 13 H. Promoting flexibility and cooperation between the educational system,  
14 parents and the student in order to achieve educational success for the  
15 student.  
16

1 **ARTICLE II**

2 **DEFINITIONS**

3  
4 As used in this compact, unless the context clearly requires a different  
5 construction:

6  
7 A. "Active duty" means: full-time duty status in the active uniformed  
8 service of the United States, including members of the National Guard  
9 and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209  
10 and 1211.

11  
12 B. "Children of military families" means: a school-aged child(ren), enrolled  
13 in Kindergarten through Twelfth (12<sup>th</sup>) grade, in the household of an  
14 active duty member.

15  
16 C. "Compact commissioner" means: the voting representative of each  
17 compacting state appointed pursuant to Article VIII of this compact.

18  
19 D. "Deployment" means: the period one (1) month prior to the service  
20 members' departure from their home station on military orders though  
21 six (6) months after return to their home station.

22  
23 E. "Education(al) records" means: those official records, files, and data  
24 directly related to a student and maintained by the school or local  
25 education agency, including but not limited to records encompassing

1 all the material kept in the student's cumulative folder such as general  
2 identifying data, records of attendance and of academic work  
3 completed, records of achievement and results of evaluative tests,  
4 health data, disciplinary status, test protocols, and individualized  
5 education programs.

6  
7 F. "Extracurricular activities" means: a voluntary activity sponsored by  
8 the school or local education agency or an organization sanctioned by  
9 the local education agency. Extracurricular activities include, but are  
10 not limited to, preparation for and involvement in public performances,  
11 contests, athletic competitions, demonstrations, displays, and club  
12 activities.

13  
14 G. "Interstate Commission on Educational Opportunity for Military  
15 Children" means: the commission that is created under Article IX of  
16 this compact, which is generally referred to as Interstate Commission.

17  
18 H. "Local education agency" means: a public authority legally constituted  
19 by the state as an administrative agency to provide control of and  
20 direction for Kindergarten through Twelfth (12<sup>th</sup>) grade public  
21 educational institutions.

22  
23 I. "Member state" means: a state that has enacted this compact.  
24

1 J. "Military installation" means: means a base, camp, post, station, yard,  
2 center, homeport facility for any ship, or other activity under the  
3 jurisdiction of the Department of Defense, including any leased facility,  
4 which is located within any of the several States, the District of  
5 Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands,  
6 Guam, American Samoa, the Northern Marianas Islands and any other  
7 U.S. Territory. Such term does not include any facility used primarily  
8 for civil works, rivers and harbors projects, or flood control projects.  
9

10 K. "Non-member state" means: a state that has not enacted this compact.  
11

12 L. "Receiving state" means: the state to which a child of a military family  
13 is sent, brought, or caused to be sent or brought.  
14

15 M. "Rule" means: a written statement by the Interstate Commission  
16 promulgated pursuant to Article XII of this compact that is of general  
17 applicability, implements, interprets or prescribes a policy or provision  
18 of the Compact, or an organizational, procedural, or practice  
19 requirement of the Interstate Commission, and has the force and effect  
20 of statutory law in a member state, and includes the amendment,  
21 repeal, or suspension of an existing rule.  
22

23 N. "Sending state" means: the state from which a child of a military family  
24 is sent, brought, or caused to be sent or brought.  
25

- 1 O. "State" means: a state of the United States, the District of Columbia,  
2 the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam,  
3 American Samoa, the Northern Marianas Islands and any other U.S.  
4 Territory.
- 5
- 6 P. "Student" means: the child of a military family for whom the local  
7 education agency receives public funding and who is formally enrolled  
8 in Kindergarten through Twelfth (12<sup>th</sup>) grade.
- 9
- 10 Q. "Transition" means: 1) the formal and physical process of transferring  
11 from school to school or 2) the period of time in which a student moves  
12 from one school in the sending state to another school in the receiving  
13 state.
- 14
- 15 R. "Uniformed service(s)" means: the Army, Navy, Air Force, Marine Corps,  
16 Coast Guard as well as the Commissioned Corps of the National  
17 Oceanic and Atmospheric Administration, and Public Health Services.
- 18
- 19 S. "Veteran" means: a person who served in the uniformed services and  
20 who was discharged or released there from under conditions other than  
21 dishonorable.
- 22

1 **ARTICLE III**

2 **APPLICABILITY**

3  
4 A. Except as otherwise provided in Section B, this compact shall apply to  
5 the children of:

- 6 1. active duty members of the uniformed services as defined in  
7 this compact, including members of the National Guard and  
8 Reserve on active duty orders pursuant to 10 U.S.C. Section  
9 1209 and 1211;
- 10 2. members or veterans of the uniformed services who are severely  
11 injured and medically discharged or retired for a period of one  
12 (1) year after medical discharge or retirement; and
- 13 3. members of the uniformed services who die on active duty or as  
14 a result of injuries sustained on active duty for a period of one  
15 (1) year after death.

16  
17 B. The provisions of this interstate compact shall only apply to local  
18 education agencies as defined in this compact.

19  
20 C. The provisions of this compact shall not apply to the children of:

- 21 1. inactive members of the national guard and military reserves;
- 22 2. members of the uniformed services now retired, except as  
23 provided in Section A;
- 24 3. veterans of the uniformed services, except as provided in  
25 Section A; and



1 within such time as is reasonably determined under the rules  
2 promulgated by the Interstate Commission.

3  
4 C. Immunizations – Compacting states shall give thirty (30) days from the  
5 date of enrollment or within such time as is reasonably determined  
6 under the rules promulgated by the Interstate Commission, for  
7 students to obtain any immunization(s) required by the receiving state.  
8 For a series of immunizations, initial vaccinations must be obtained  
9 within thirty (30) days or within such time as is reasonably determined  
10 under the rules promulgated by the Interstate Commission.

11  
12 D. Kindergarten and First grade entrance age – Students shall be allowed  
13 to continue their enrollment at grade level in the receiving state  
14 commensurate with their grade level (including Kindergarten) from a  
15 local education agency in the sending state at the time of transition,  
16 regardless of age. A student that has satisfactorily completed the  
17 prerequisite grade level in the local education agency in the sending  
18 state shall be eligible for enrollment in the next highest grade level in  
19 the receiving state, regardless of age. A student transferring after the  
20 start of the school year in the receiving state shall enter the school in  
21 the receiving state on their validated level from an accredited school in  
22 the sending state.

1 **ARTICLE V**

2 **PLACEMENT & ATTENDANCE**

3

4 A. Course placement - When the student transfers before or during the

5 school year, the receiving state school shall initially honor placement of

6 the student in educational courses based on the student's enrollment in

7 the sending state school and/or educational assessments conducted at

8 the school in the sending state if the courses are offered. Course

9 placement includes but is not limited to Honors, International

10 Baccalaureate, Advanced Placement, vocational, technical and career

11 pathways courses. Continuing the student's academic program from the

12 previous school and promoting placement in academically and career

13 challenging courses should be paramount when considering placement.

14 This does not preclude the school in the receiving state from performing

15 subsequent evaluations to ensure appropriate placement and continued

16 enrollment of the student in the course(s).

17

18 B. Educational program placement – The receiving state school shall initially

19 honor placement of the student in educational programs based on current

20 educational assessments conducted at the school in the sending state or

21 participation/placement in like programs in the sending state. Such

22 programs include, but are not limited to: 1) gifted and talented programs;

23 and 2) English as a second language (ESL). This does not preclude the

24 school in the receiving state from performing subsequent evaluations to

25 ensure appropriate placement of the student.

1 C. Special education services – 1) In compliance with the federal  
2 requirements of the Individuals with Disabilities Education Act (IDEA),  
3 20 U.S.C.A. Section 1400 et seq, the receiving state shall initially provide  
4 comparable services to a student with disabilities based on his/her  
5 current Individualized Education Program (IEP); and 2) In compliance  
6 with the requirements of Section 504 of the Rehabilitation Act, 29  
7 U.S.C.A. Section 794, and with Title II of the Americans with Disabilities  
8 Act, 42 U.S.C.A. Sections 12131-12165, the receiving state shall make  
9 reasonable accommodations and modifications to address the needs of  
10 incoming students with disabilities, subject to an existing 504 or Title II  
11 Plan, to provide the student with equal access to education. This does  
12 not preclude the school in the receiving state from performing  
13 subsequent evaluations to ensure appropriate placement of the student.

14  
15 D. Placement flexibility – Local education agency administrative officials shall  
16 have flexibility in waiving course/program prerequisites, or other  
17 preconditions for placement in courses/programs offered under the  
18 jurisdiction of the local education agency.

19  
20 E. Absence as related to deployment activities – A student whose parent or  
21 legal guardian is an active duty member of the uniformed services, as  
22 defined by the compact, and has been called to duty for, is on leave from,  
23 or immediately returned from deployment to a combat zone or combat  
24 support posting, shall be granted additional excused absences at the  
25 discretion of the local education agency superintendent to visit with his

1 or her parent or legal guardian relative to such leave or deployment of  
2 the parent or guardian.

3  
4 **ARTICLE VI**

5 **ELIGIBILITY**

6  
7 A. Eligibility for enrollment

8 1. Special power of attorney, relative to the guardianship of a  
9 child of a military family and executed under applicable law  
10 shall be sufficient for the purposes of enrollment and all other  
11 actions requiring parental participation and consent.

12 2. A local education agency shall be prohibited from charging  
13 local tuition to a transitioning military child placed in the care  
14 of a non-custodial parent or other person standing in loco  
15 parentis who lives in a jurisdiction other than that of the  
16 custodial parent.

17 3. A transitioning military child, placed in the care of a non-  
18 custodial parent or other person standing in loco parentis who  
19 lives in a jurisdiction other than that of the custodial parent,  
20 may continue to attend the school in which he/she was  
21 enrolled while residing with the custodial parent.

22  
23 B. Eligibility for extracurricular participation - State and local education  
24 agencies shall facilitate the opportunity for transitioning military

1 children's inclusion in extracurricular activities, regardless of  
2 application deadlines, to the extent they are otherwise qualified.

## 3 4 **ARTICLE VII**

### 5 **GRADUATION**

6  
7 In order to facilitate the on-time graduation of children of military families states  
8 and local education agencies shall incorporate the following procedures:

9  
10 A. Waiver requirements – Local education agency administrative officials  
11 shall waive specific courses required for graduation if similar course  
12 work has been satisfactorily completed in another local education  
13 agency or shall provide reasonable justification for denial. Should a  
14 waiver not be granted to a student who would qualify to graduate from  
15 the sending school, the local education agency shall provide an  
16 alternative means of acquiring required coursework so that graduation  
17 may occur on time.

18  
19 B. Exit exams - States shall accept: 1) exit or end-of-course exams  
20 required for graduation from the sending state; or 2) national norm-  
21 referenced achievement tests or 3) alternative testing, in lieu of testing  
22 requirements for graduation in the receiving state. In the event the  
23 above alternatives cannot be accommodated by the receiving state for a  
24 student transferring in his or her Senior year, then the provisions of  
25 Article VII, Section C shall apply.

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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

1 government, and other offices and stakeholder groups the State Council  
2 deems appropriate. A member state that does not have a school district  
3 deemed to contain a high concentration of military children may appoint  
4 a superintendent from another school district to represent local  
5 education agencies on the State Council.

6  
7 B. The State Council of each member state shall appoint or designate a  
8 military family education liaison to assist military families and the state  
9 in facilitating the implementation of this compact.

10  
11 C. The compact commissioner responsible for the administration and  
12 management of the state's participation in the compact shall be  
13 appointed by the Governor or as otherwise determined by each member  
14 state.

15  
16 D. The compact commissioner and the military family education liaison  
17 designated herein shall be ex-officio members of the State Council,  
18 unless either is already a full voting member of the State Council.

19  
20 **ARTICLE IX**

21 **INTERSTATE COMMISSION ON EDUCATIONAL**

22 **OPPORTUNITY FOR MILITARY CHILDREN**

23  
24 The member states hereby create the “Interstate Commission on Educational  
25 Opportunity for Military Children.” The activities of the Interstate Commission

1 are the formation of public policy and are a discretionary state function. The  
2 Interstate Commission shall:  
3  
4 A. Be a body corporate and joint agency of the member states and shall  
5 have all the responsibilities, powers and duties set forth herein, and  
6 such additional powers as may be conferred upon it by a subsequent  
7 concurrent action of the respective legislatures of the member states in  
8 accordance with the terms of this compact.  
9  
10 B. Consist of one Interstate Commission voting representative from each  
11 member state who shall be that state's compact commissioner.  
12 1. Each member state represented at a meeting of the Interstate  
13 Commission is entitled to one vote.  
14 2. A majority of the total member states shall constitute a  
15 quorum for the transaction of business, unless a larger  
16 quorum is required by the bylaws of the Interstate  
17 Commission.  
18 3. A representative shall not delegate a vote to another member  
19 state. In the event the compact commissioner is unable to  
20 attend a meeting of the Interstate Commission, the Governor  
21 or State Council may delegate voting authority to another  
22 person from their state for a specified meeting.  
23 4. The bylaws may provide for meetings of the Interstate  
24 Commission to be conducted by telecommunication or  
25 electronic communication.

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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

1 the compact, its bylaws and rules, and other such duties as deemed  
2 necessary. The U.S. Dept. of Defense, shall serve as an ex-officio,  
3 nonvoting member of the executive committee.

4  
5 F. Establish bylaws and rules that provide for conditions and procedures  
6 under which the Interstate Commission shall make its information and  
7 official records available to the public for inspection or copying. The  
8 Interstate Commission may exempt from disclosure information or  
9 official records to the extent they would adversely affect personal  
10 privacy rights or proprietary interests.

11  
12 G. Give public notice of all meetings and all meetings shall be open to the  
13 public, except as set forth in the rules or as otherwise provided in the  
14 compact. The Interstate Commission and its committees may close a  
15 meeting, or portion thereof, where it determines by two-thirds vote that  
16 an open meeting would be likely to:

- 17 1. Relate solely to the Interstate Commission's internal personnel  
18 practices and procedures;
- 19 2. Disclose matters specifically exempted from disclosure by  
20 federal and state statute;
- 21 3. Disclose trade secrets or commercial or financial information  
22 which is privileged or confidential;
- 23 4. Involve accusing a person of a crime, or formally censuring a  
24 person;

- 1           5. Disclose information of a personal nature where disclosure
- 2                 would constitute a clearly unwarranted invasion of personal
- 3                 privacy;
- 4           6. Disclose investigative records compiled for law enforcement
- 5                 purposes; or
- 6           7. Specifically relate to the Interstate Commission's participation
- 7                 in a civil action or other legal proceeding.

8

9       H. Cause its legal counsel or designee to certify that a meeting may be

10           closed and shall reference each relevant exemptible provision for any

11           meeting, or portion of a meeting, which is closed pursuant to this

12           provision. The Interstate Commission shall keep minutes which shall

13           fully and clearly describe all matters discussed in a meeting and shall

14           provide a full and accurate summary of actions taken, and the reasons

15           therefore, including a description of the views expressed and the record

16           of a roll call vote. All documents considered in connection with an

17           action shall be identified in such minutes. All minutes and documents

18           of a closed meeting shall remain under seal, subject to release by a

19           majority vote of the Interstate Commission.

20

21       I. Collect standardized data concerning the educational transition of the

22           children of military families under this compact as directed through its

23           rules which shall specify the data to be collected, the means of

24           collection and data exchange and reporting requirements. Such

25           methods of data collection, exchange and reporting shall, in so far as is

1 reasonably possible, conform to current technology and coordinate its  
2 information functions with the appropriate custodian of records as  
3 identified in the bylaws and rules.

- 4
- 5 J. Create a process that permits military officials, education officials and  
6 parents to inform the Interstate Commission if and when there are  
7 alleged violations of the compact or its rules or when issues subject to  
8 the jurisdiction of the compact or its rules are not addressed by the  
9 state or local education agency. This section shall not be construed to  
10 create a private right of action against the Interstate Commission or  
11 any member state.

12

13 **ARTICLE X**

14 **POWERS AND DUTIES OF THE INTERSTATE COMMISSION**

15

16 The Interstate Commission shall have the following powers:

- 17
- 18 A. To provide for dispute resolution among member states.
- 19
- 20 B. To promulgate rules and take all necessary actions to effect the goals,  
21 purposes and obligations as enumerated in this compact. The rules  
22 shall have the force and effect of statutory law and shall be binding in  
23 the compact states to the extent and in the manner provided in this  
24 compact.

- 1 C. To issue, upon request of a member state, advisory opinions concerning  
2 the meaning or interpretation of the interstate compact, its bylaws,  
3 rules and actions.  
4
- 5 D. To enforce compliance with the compact provisions, the rules  
6 promulgated by the Interstate Commission, and the bylaws, using all  
7 necessary and proper means, including but not limited to the use of  
8 judicial process.  
9
- 10 E. To establish and maintain offices which shall be located within one or  
11 more of the member states.  
12
- 13 F. To purchase and maintain insurance and bonds.  
14
- 15 G. To borrow, accept, hire or contract for services of personnel.  
16
- 17 H. To establish and appoint committees including, but not limited to, an  
18 executive committee as required by Article IX, Section E, which shall  
19 have the power to act on behalf of the Interstate Commission in  
20 carrying out its powers and duties hereunder.  
21
- 22 I. To elect or appoint such officers, attorneys, employees, agents, or  
23 consultants, and to fix their compensation, define their duties and  
24 determine their qualifications; and to establish the Interstate

1 Commission's personnel policies and programs relating to conflicts of  
2 interest, rates of compensation, and qualifications of personnel.

3  
4 J. To accept any and all donations and grants of money, equipment,  
5 supplies, materials, and services, and to receive, utilize, and dispose of  
6 it.

7  
8 K. To lease, purchase, accept contributions or donations of, or otherwise  
9 to own, hold, improve or use any property, real, personal, or mixed.

10  
11 L. To sell, convey, mortgage, pledge, lease, exchange, abandon, or  
12 otherwise dispose of any property, real, personal or mixed.

13  
14 M. To establish a budget and make expenditures.

15  
16 N. To adopt a seal and bylaws governing the management and operation of  
17 the Interstate Commission.

18  
19 O. To report annually to the legislatures, governors, judiciary, and state  
20 councils of the member states concerning the activities of the Interstate  
21 Commission during the preceding year. Such reports shall also include  
22 any recommendations that may have been adopted by the Interstate  
23 Commission.

24

1 P. To coordinate education, training and public awareness regarding the  
2 compact, its implementation and operation for officials and parents  
3 involved in such activity.

4  
5 Q. To establish uniform standards for the reporting, collecting and  
6 exchanging of data.

7  
8 R. To maintain corporate books and records in accordance with the  
9 bylaws.

10  
11 S. To perform such functions as may be necessary or appropriate to  
12 achieve the purposes of this compact.

13  
14 T. To provide for the uniform collection and sharing of information  
15 between and among member states, schools and military families under  
16 this compact.

17  
18 **ARTICLE XI**

19 **ORGANIZATION AND OPERATION OF THE INTERSTATE COMMISSION**

20  
21 A. The Interstate Commission shall, by a majority of the members present  
22 and voting, within 12 months after the first Interstate Commission  
23 meeting, adopt bylaws to govern its conduct as may be necessary or  
24 appropriate to carry out the purposes of the compact, including, but  
25 not limited to:

- 1           1. Establishing the fiscal year of the Interstate Commission;
- 2           2. Establishing an executive committee, and such other
- 3           committees as may be necessary;
- 4           3. Providing for the establishment of committees and for
- 5           governing any general or specific delegation of authority or
- 6           function of the Interstate Commission;
- 7           4. Providing reasonable procedures for calling and conducting
- 8           meetings of the Interstate Commission, and ensuring
- 9           reasonable notice of each such meeting;
- 10          5. Establishing the titles and responsibilities of the officers and
- 11          staff of the Interstate Commission;
- 12          6. Providing a mechanism for concluding the operations of the
- 13          Interstate Commission and the return of surplus funds that
- 14          may exist upon the termination of the compact after the
- 15          payment and reserving of all of its debts and obligations.
- 16          7. Providing "start up" rules for initial administration of the
- 17          compact.

18

19        B. The Interstate Commission shall, by a majority of the members, elect

20        annually from among its members a chairperson, a vice-chairperson,

21        and a treasurer, each of whom shall have such authority and duties as

22        may be specified in the bylaws. The chairperson or, in the

23        chairperson's absence or disability, the vice-chairperson, shall preside

24        at all meetings of the Interstate Commission. The officers so elected

25        shall serve without compensation or remuneration from the Interstate

1 Commission; provided that, subject to the availability of budgeted  
2 funds, the officers shall be reimbursed for ordinary and necessary costs  
3 and expenses incurred by them in the performance of their  
4 responsibilities as officers of the Interstate Commission.

5  
6 C. Executive Committee, Officers and Personnel

7 1. The executive committee shall have such authority and duties  
8 as may be set forth in the bylaws, including but not limited  
9 to:

10 a. Managing the affairs of the Interstate Commission in  
11 a manner consistent with the bylaws and purposes of  
12 the Interstate Commission;

13 b. Overseeing an organizational structure within, and  
14 appropriate procedures for the Interstate  
15 Commission to provide for the creation of rules,  
16 operating procedures, and administrative and  
17 technical support functions; and

18 c. Planning, implementing, and coordinating  
19 communications and activities with other state,  
20 federal and local government organizations in order  
21 to advance the goals of the Interstate Commission.

22  
23 3. The executive committee may, subject to the approval of the  
24 Interstate Commission, appoint or retain an executive director  
25 for such period, upon such terms and conditions and for such

1 compensation, as the Interstate Commission may deem  
2 appropriate. The executive director shall serve as secretary to  
3 the Interstate Commission, but shall not be a Member of the  
4 Interstate Commission. The executive director shall hire and  
5 supervise such other persons as may be authorized by the  
6 Interstate Commission.

7  
8 D. The Interstate Commission's executive director and its employees shall  
9 be immune from suit and liability, either personally or in their official  
10 capacity, for a claim for damage to or loss of property or personal injury  
11 or other civil liability caused or arising out of or relating to an actual or  
12 alleged act, error, or omission that occurred, or that such person had a  
13 reasonable basis for believing occurred, within the scope of Interstate  
14 Commission employment, duties, or responsibilities; provided, that  
15 such person shall not be protected from suit or liability for damage,  
16 loss, injury, or liability caused by the intentional or willful and wanton  
17 misconduct of such person.

18  
19 1. The liability of the Interstate Commission's executive director  
20 and employees or Interstate Commission representatives,  
21 acting within the scope of such person's employment or duties  
22 for acts, errors, or omissions occurring within such person's  
23 state may not exceed the limits of liability set forth under the  
24 Constitution and laws of that state for state officials,  
25 employees, and agents. The Interstate Commission is

1 considered to be an instrumentality of the states for the  
2 purposes of any such action. Nothing in this subsection shall  
3 be construed to protect such person from suit or liability for  
4 damage, loss, injury, or liability caused by the intentional or  
5 willful and wanton misconduct of such person.

6 2. The Interstate Commission shall defend the executive director  
7 and its employees and, subject to the approval of the Attorney  
8 General or other appropriate legal counsel of the member state  
9 represented by an Interstate Commission representative, shall  
10 defend such Interstate Commission representative in any civil  
11 action seeking to impose liability arising out of an actual or  
12 alleged act, error or omission that occurred within the scope of  
13 Interstate Commission employment, duties or responsibilities,  
14 or that the defendant had a reasonable basis for believing  
15 occurred within the scope of Interstate Commission  
16 employment, duties, or responsibilities, provided that the  
17 actual or alleged act, error, or omission did not result from  
18 intentional or willful and wanton misconduct on the part of  
19 such person.

20 3. To the extent not covered by the state involved, member state,  
21 or the Interstate Commission, the representatives or  
22 employees of the Interstate Commission shall be held  
23 harmless in the amount of a settlement or judgment,  
24 including attorney's fees and costs, obtained against such  
25 persons arising out of an actual or alleged act, error, or

1 omission that occurred within the scope of Interstate  
2 Commission employment, duties, or responsibilities, or that  
3 such persons had a reasonable basis for believing occurred  
4 within the scope of Interstate Commission employment,  
5 duties, or responsibilities, provided that the actual or alleged  
6 act, error, or omission did not result from intentional or willful  
7 and wanton misconduct on the part of such persons.

## 8 **ARTICLE XII**

### 9 **RULEMAKING FUNCTIONS OF THE INTERSTATE COMMISSION**

10  
11  
12 A. Rulemaking Authority - The Interstate Commission shall promulgate  
13 reasonable rules in order to effectively and efficiently achieve the  
14 purposes of this Compact. Notwithstanding the foregoing, in the  
15 event the Interstate Commission exercises its rulemaking authority in  
16 a manner that is beyond the scope of the purposes of this Act, or the  
17 powers granted hereunder, then such an action by the Interstate  
18 Commission shall be invalid and have no force or effect.

19  
20 B. Rulemaking Procedure - Rules shall be made pursuant to a  
21 rulemaking process that substantially conforms to the "Model State  
22 Administrative Procedure Act," of 1981 Act, Uniform Laws Annotated,  
23 Vol. 15, p.1 (2000) as amended, as may be appropriate to the  
24 operations of the Interstate Commission.

1 C. Not later than thirty (30) days after a rule is promulgated, any person  
2 may file a petition for judicial review of the rule; provided, that the  
3 filing of such a petition shall not stay or otherwise prevent the rule  
4 from becoming effective unless the court finds that the petitioner has  
5 a substantial likelihood of success. The court shall give deference to  
6 the actions of the Interstate Commission consistent with applicable  
7 law and shall not find the rule to be unlawful if the rule represents a  
8 reasonable exercise of the Interstate Commission's authority.

9  
10 D. If a majority of the legislatures of the compacting states rejects a Rule  
11 by enactment of a statute or resolution in the same manner used to  
12 adopt the compact, then such rule shall have no further force and effect  
13 in any compacting state.

14  
15 **ARTICLE XIII**

16 **OVERSIGHT, ENFORCEMENT, AND DISPUTE RESOLUTION**

17  
18 A. Oversight

19 1. The executive, legislative and judicial branches of state  
20 government in each member state shall enforce this compact  
21 and shall take all actions necessary and appropriate to  
22 effectuate the compact's purposes and intent. The provisions  
23 of this compact and the rules promulgated hereunder shall  
24 have standing as statutory law.

1           2. All courts shall take judicial notice of the compact and the  
2           rules in any judicial or administrative proceeding in a member  
3           state pertaining to the subject matter of this compact which  
4           may affect the powers, responsibilities or actions of the  
5           Interstate Commission.

6           3. The Interstate Commission shall be entitled to receive all  
7           service of process in any such proceeding, and shall have  
8           standing to intervene in the proceeding for all purposes.  
9           Failure to provide service of process to the Interstate  
10          Commission shall render a judgment or order void as to the  
11          Interstate Commission, this compact or promulgated rules.

12  
13        B. Default, Technical Assistance, Suspension and Termination - If the  
14        Interstate Commission determines that a member state has defaulted  
15        in the performance of its obligations or responsibilities under this  
16        compact, or the bylaws or promulgated rules, the Interstate  
17        Commission shall:

- 18           1. Provide written notice to the defaulting state and other  
19           member states, of the nature of the default, the means of  
20           curing the default and any action taken by the Interstate  
21           Commission. The Interstate Commission shall specify the  
22           conditions by which the defaulting state must cure its default.
- 23           2. Provide remedial training and specific technical assistance  
24           regarding the default.

- 1           3. If the defaulting state fails to cure the default, the defaulting  
2           state shall be terminated from the compact upon an  
3           affirmative vote of a majority of the member states and all  
4           rights, privileges and benefits conferred by this compact shall  
5           be terminated from the effective date of termination. A cure of  
6           the default does not relieve the offending state of obligations or  
7           liabilities incurred during the period of the default.
- 8           4. Suspension or termination of membership in the compact  
9           shall be imposed only after all other means of securing  
10          compliance have been exhausted. Notice of intent to suspend  
11          or terminate shall be given by the Interstate Commission to  
12          the Governor, the majority and minority leaders of the  
13          defaulting state's legislature, and each of the member states.
- 14          5. The state which has been suspended or terminated is  
15          responsible for all assessments, obligations and liabilities  
16          incurred through the effective date of suspension or  
17          termination including obligations, the performance of which  
18          extends beyond the effective date of suspension or  
19          termination.
- 20          6. The Interstate Commission shall not bear any costs relating to  
21          any state that has been found to be in default or which has  
22          been suspended or terminated from the compact, unless  
23          otherwise mutually agreed upon in writing between the  
24          Interstate Commission and the defaulting state.

1           7. The defaulting state may appeal the action of the Interstate  
2           Commission by petitioning the U.S. District Court for the  
3           District of Columbia or the federal district where the Interstate  
4           Commission has its principal offices. The prevailing party  
5           shall be awarded all costs of such litigation including  
6           reasonable attorney's fees.

7  
8       C. Dispute Resolution

9           1. The Interstate Commission shall attempt, upon the request of  
10          a member state, to resolve disputes which are subject to the  
11          compact and which may arise among member states and  
12          between member and non-member states.

13          2. The Interstate Commission shall promulgate a rule providing  
14          for both mediation and binding dispute resolution for disputes  
15          as appropriate.

16  
17       D. Enforcement

18          1. The Interstate Commission, in the reasonable exercise of its  
19          discretion, shall enforce the provisions and rules of this  
20          compact.

21          2. The Interstate Commission, may by majority vote of the  
22          members, initiate legal action in the United State District  
23          Court for the District of Columbia or, at the discretion of the  
24          Interstate Commission, in the federal district where the  
25          Interstate Commission has its principal offices, to enforce

1 compliance with the provisions of the compact, its  
2 promulgated rules and bylaws, against a member state in  
3 default. The relief sought may include both injunctive relief  
4 and damages. In the event judicial enforcement is necessary  
5 the prevailing party shall be awarded all costs of such  
6 litigation including reasonable attorney's fees.

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

11  
12 **ARTICLE XIV**

13 **FINANCING OF THE INTERSTATE COMMISSION**

- 14  
15 A. The Interstate Commission shall pay, or provide for the payment of the  
16 reasonable expenses of its establishment, organization and ongoing  
17 activities.
- 18  
19 B. The Interstate Commission may levy on and collect an annual  
20 assessment from each member state to cover the cost of the operations  
21 and activities of the Interstate Commission and its staff which must be  
22 in a total amount sufficient to cover the Interstate Commission's  
23 annual budget as approved each year. The aggregate annual  
24 assessment amount shall be allocated based upon a formula to be

1 determined by the Interstate Commission, which shall promulgate a  
2 rule binding upon all member states.

3  
4 C. The Interstate Commission shall not incur obligations of any kind prior  
5 to securing the funds adequate to meet the same; nor shall the  
6 Interstate Commission pledge the credit of any of the member states,  
7 except by and with the authority of the member state.

8  
9 D. The Interstate Commission shall keep accurate accounts of all receipts  
10 and disbursements. The receipts and disbursements of the Interstate  
11 Commission shall be subject to the audit and accounting procedures  
12 established under its bylaws. However, all receipts and disbursements  
13 of funds handled by the Interstate Commission shall be audited yearly  
14 by a certified or licensed public accountant and the report of the audit  
15 shall be included in and become part of the annual report of the  
16 Interstate Commission.

17  
18 **ARTICLE XV**

19 **MEMBER STATES, EFFECTIVE DATE AND AMENDMENT**

20  
21 A. Any state is eligible to become a member state.

22  
23 B. The compact shall become effective and binding upon legislative  
24 enactment of the compact into law by no less than ten (10) of the  
25 states. The effective date shall be no earlier than December 1, 2007.



1 withdrawing state to the Governor of each other member  
2 jurisdiction.

3 3. The withdrawing state shall immediately notify the  
4 chairperson of the Interstate Commission in writing upon the  
5 introduction of legislation repealing this compact in the  
6 withdrawing state. The Interstate Commission shall notify the  
7 other member states of the withdrawing state's intent to  
8 withdraw within sixty (60) days of its receipt thereof.

9 4. The withdrawing state is responsible for all assessments,  
10 obligations and liabilities incurred through the effective date of  
11 withdrawal, including obligations, the performance of which  
12 extend beyond the effective date of withdrawal.

13 5. Reinstatement following withdrawal of a member state shall  
14 occur upon the withdrawing state reenacting the compact or  
15 upon such later date as determined by the Interstate  
16 Commission.

17  
18 B. Dissolution of Compact

19 1. This compact shall dissolve effective upon the date of the  
20 withdrawal or default of the member state which reduces the  
21 membership in the compact to one (1) member state.

22 2. Upon the dissolution of this compact, the compact becomes  
23 null and void and shall be of no further force or effect, and the  
24 business and affairs of the Interstate Commission shall be

1 concluded and surplus funds shall be distributed in  
2 accordance with the bylaws.

3  
4 **ARTICLE XVII**

5 **SEVERABILITY AND CONSTRUCTION**

6  
7 A. The provisions of this compact shall be severable, and if any phrase,  
8 clause, sentence or provision is deemed unenforceable, the remaining  
9 provisions of the compact shall be enforceable.

10  
11 B. The provisions of this compact shall be liberally construed to effectuate  
12 its purposes.

13  
14 C. Nothing in this compact shall be construed to prohibit the applicability  
15 of other interstate compacts to which the states are members.

16  
17 **ARTICLE XVIII**

18 **BINDING EFFECT OF COMPACT AND OTHER LAWS**

19  
20 A. Other Laws

21 1. Nothing herein prevents the enforcement of any other law of a  
22 member state that is not inconsistent with this compact.

23 2. All member states' laws conflicting with this compact are  
24 superseded to the extent of the conflict.

1        B.    Binding Effect of the Compact

2            1.    All lawful actions of the Interstate Commission, including all  
3            rules and bylaws promulgated by the Interstate Commission,  
4            are binding upon the member states.

5            2.    All agreements between the Interstate Commission and the  
6            member states are binding in accordance with their terms.

7            3.    In the event any provision of this compact exceeds the  
8            constitutional limits imposed on the legislature of any member  
9            state, such provision shall be ineffective to the extent of the  
10           conflict with the constitutional provision in question in that  
11           member state.

# Interstate Compact on Educational Opportunity for Military Children

*Case Studies*



# Case Study #1

## Commissioned Personnel

---

Family of a Major General, United States Air Force; stationed in Virginia

Due to multiple reassignments for our family, my son attended ten different schools prior to graduating from high school. Though he was certified as academically advanced by previous school systems, he was denied advanced placement in one school system solely because he was not in that system for the required period of time. He was denied advanced placement in another system due to its different qualifying criteria as compared to previous jurisdictions. For one four year period during which we were reassigned each year, my son was required to read Romeo and Juliet for each of those four years despite having done so in each preceding state. He was denied the opportunity to participate in sports on more than one occasion because we were reassigned after team tryouts and he was told he was too late. Finally, we had to take the drastic measure of placing him in a private school after one reassignment because, in order for him to graduate on time from his assigned public school, he would have been required to stay in school for an extra year since the new school system refused to accept all of his credits that he had completed in the previous jurisdiction.

My daughter, currently a high school freshman, has attended seven different schools. She had an IEP (Special Education: Individual Education Plan) from one state that was not continued in the next state because her success out-scored their expectation of what her aptitude score indicated she could achieve. In our current state of residence, she is required to pass six course competency tests, even though she took some of those courses in a different state. Furthermore, the preparatory curriculum for these tests is different than in the last jurisdiction so her burden has been needlessly increased. What is most problematic is that, in order for her to graduate high school on time, she must pass an exit exam which is designed for students who have been in this particular state system for twelve years. For that reason, and because previously earned credits have not been accepted by the present jurisdiction, she must take summer school courses every summer for the next three years.

## **Case Study #2**

### **Enlisted Personnel**

---

Family of a Technical Sergeant, United States Air Force; stationed in Florida

My daughter is 10 years old and is in the 5th grade. Our family moved to Patrick AFB, Florida from Kirtland AFB in New Mexico last May on military orders. My husband is in the Air Force. We enrolled my daughter in elementary school in Florida during the summer and her new school requested her school records in August from her previous school in New Mexico. By the middle of October, the records had not yet been sent to the new school. After repeated written requests, phone calls and emails from Florida school officials and myself to her previous school in New Mexico, some of her records arrived in late October. However, her complete record did not arrive until November 19<sup>th</sup>.

When her records finally arrived, the school transferred her to the fifth grade QUEST class which is an advanced placement class for students who are gifted and talented. This is where she should have been placed at the beginning of the semester. However, due to the inexplicable delay in transferring her records, her new school placed her in a less challenging learning environment. Therefore, she spent almost a whole semester in an inappropriate classroom setting. The effects of this delay, which may seem to be of little consequence to adults, have been severe and profound for my 10 year old. She was miserable in school for months, forced to study material she had already mastered. She was bored and restless, and she sometimes got into trouble as a result. She is also not where she should be academically and has some catching up to do.

Despite this setback, now that she is in the proper class, she is back to being my happy, well behaved student. However, had legislation such as the proposed compact been in place in time for my daughter, we could have avoided this situation entirely.

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

*Military Student Population*



**Military Families  
Number of Minor School Age Dependents (Age 5-18)**

As of June 30, 2006

<u>STATE</u>	<u>ACTIVE</u>	<u>RESERVE</u>	<u>TOTAL</u>
ALABAMA	7,824	15,597	23,421
ALASKA	12,608	3,544	16,152
ARIZONA	10,863	8,437	19,300
ARKANSAS	2,885	8,842	11,727
CALIFORNIA	63,415	30,343	93,758
COLORADO	17,077	9,108	26,185
CONNECTICUT	3,655	2,754	6,409
DELAWARE	1,754	2,937	4,691
FLORIDA	36,574	19,611	56,185
GEORGIA	38,090	18,415	56,505
HAWAII	22,803	5,587	28,390
IDAHO	2,044	3,890	5,934
ILLINOIS	9,469	11,348	20,817
INDIANA	933	11,331	12,264
IOWA	377	6,983	7,360
KANSAS	10,808	8,962	19,770
KENTUCKY	23,199	7,635	30,834
LOUISIANA	9,629	10,776	20,405
MAINE	1,489	3,102	4,591
MARYLAND	17,788	11,216	29,004
MASSACHUSETTS	2,297	7,596	9,893
MICHIGAN	1,639	10,858	12,497
MINNESOTA	699	9,536	10,235
MISSISSIPPI	5,044	11,089	16,133
MISSOURI	8,900	13,971	22,871
MONTANA	1,730	2,749	4,479
NEBRASKA	5,088	3,676	8,764
NEVADA	4,693	2,861	7,554

<u>STATE</u>	<u>ACTIVE</u>	<u>RESERVE</u>	<u>TOTAL</u>
NEW HAMPSHIRE	472	2,413	2,885
NEW JERSEY	5,011	9,990	15,001
NEW MEXICO	6,070	3,591	9,661
NEW YORK	12,045	14,295	26,340
NORTH CAROLINA	45,148	13,488	58,636
NORTH DAKOTA	3,453	2,409	5,862
OHIO	5,969	15,488	21,457
OKLAHOMA	13,688	9,391	23,079
OREGON	991	6,857	7,848
PENNSYLVANIA	2,824	15,921	18,745
RHODE ISLAND	1,997	2,690	4,687
SOUTH CAROLINA	14,080	11,578	25,658
SOUTH DAKOTA	1,702	2,656	4,358
TENNESSEE	2,804	12,829	15,633
TEXAS	66,570	33,063	99,633
UTAH	3,186	7,577	10,763
VERMONT	69	2,681	2,750
VIRGINIA	78,609	14,994	93,603
WASHINGTON	26,479	12,291	38,770
WEST VIRGINIA	246	4,576	4,822
WISCONSIN	619	8,449	9,068
WYOMING	1,530	1,471	3,001
AMERICAN SAMOA	1	340	341
DISTRICT OF COLUMBIA	11,295	5,589	16,884
GUAM	2,036	2,390	4,426
NORTH MARIANA ISLAND	0	0	0
PUERTO RICO	103	1,658	1,761
VIRGIN ISLANDS	18	709	727

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<b>TOTAL</b>	<b>630,389</b>	<b>482,138</b>	<b>1,112,527</b>
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Source: U.S. Dept. of Defense, Office of Military Family and Community Policy

Active: Army, Navy, Air Force, Marines and Coast Guard

Reserve: Army Reserve, Army National Guard, Air Force Reserve, Air National Guard, Navy Reserve, Marine Corps Reserve and Coast Guard Reserve

**Military Families**  
**Number of Minor School Age Dependents (Age 5-18)**

As of June 30, 2006

- 1) Number of Minor & School Age Dependents - Aged 5 to 18
- 2) Compiled by the U.S. Dept. of Defense, Office of Military Family and Community Policy; June 30, 2006
- 3) Active Duty tally is composed of active duty units from the Army, Navy, Air Force, Marines and Coast Guard
- 4) Reserve Duty tally is composed of reserve duty units from the Army Reserve, Army National Guard, Air Force Reserve, Air National Guard, Navy R

**Military Families**  
**Number of Minor School Age Dependents (Age 5-18)**

As of June 30, 2006

**Military Families**  
**Number of Minor School Age Dependents (Age 5-18)**

As of June 30, 2006

Reserve, marine Corps. Reserve and Coast Guard Reserve

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

*Rosters*



**INTERSTATE COMPACT ON EDUCATIONAL  
OPPORTUNITY FOR MILITARY CHILDREN**

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