Board Policy 2705

POLICY TITLE: Military Compact Waiver

The State of Idaho is one of numerous states across the country that are members of the Interstate Compact on Educational Opportunity for Military Children. As a school district within the State of Idaho subject to the laws of the State of Idaho, the District shall follow the requirements of the Compact when enrolling students for whom the Compact applies.

Purpose

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success for children of military families due to frequent relocation and deployment of their parents. The Compact facilitates educational success by addressing

1. Timely student enrollment;
2. Student placement;
3. Qualification and eligibility for curricular, co-curricular, and extracurricular programs;
4. Timely graduation; and
5. The facilitation of cooperation and communication between various member states' schools.

Applicability

This Compact applies only to children of:

1. Active duty members of the uniformed services, including members of the National Guard and Reserve on active duty orders. For application of this section the parent must be on full time duty status in the Army, Navy, Air Force, Marine Corps, Coast Guard, or the Commissioned Corps of the National Oceanic and Atmospheric Administration and Public Health Services;

2. Veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one 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 year after death.

Educational Records and Enrollment

1. **Hand Carried/Unofficial Educational Records:** In the event that official educational records cannot be released to a parent for the purpose of school transfer, the custodian of records from the sending school 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 educational records, the District shall enroll and appropriately place the student based upon the information the school receives in the unofficial

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educational records, pending validation by the official records, as soon as possible.

2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional placement of a qualifying student at the District, the District shall request the student's official educational records from their last school of attendance.

   A school receiving such a request shall process the official educational records request and furnish such within a period of ten days, or within the timeline determined to be reasonable by the Interstate Commission.

3. **Immunizations:** The District shall provide a period of 30 days from the date of enrollment, or such other time frame as determined by the rules of the Interstate Commission, within which students may obtain any immunizations required by the District. Where the District's requirements include a series of immunizations, initial vaccinations must be obtained within 30 days, or within the timeline determined to be reasonable by the Interstate Commission. Exemption from these immunization requirements is available as described in Policy 3525 and IC 39-4802.

4. **Kindergarten and 1st Grade Entrance Age:** Students shall be allowed to continue their enrollment at grade level at the District, commensurate with their grade level from their receiving school, including kindergarten, at the time of transition. However, the provisions of IC 33-201 regarding attaining the age of five on or before the first day of September for enrollment in kindergarten, and attaining the age of six on or before the first day of September or having attained the age of five and having completed a private or public out of State kindergarten for the required 450 hours for enrollment in first grade, shall continue to apply.

   A student who has satisfactorily completed the prerequisite grade level in the sending school shall be eligible for enrollment in the next highest grade level in the District, at the receiving school, regardless of age.

   A student who is transferring into the District after the start of the school year shall enter the District on the student's validated grade level from an accredited school in the sending state.

<u>Placement and Attendance</u>

1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall place the student in courses consistent with the student's courses in the sending school and/or the school's educational assessments.

   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 requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

2. **Educational Program Placement:** The District shall initially honor placement of the student in educational programs based on current educational assessments conducted at the sending school or participation/placement in similar programs at the sending school.

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Educational program placement includes, but is not limited to, gifted and talented programs and English as a second language. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement of the student.

3. **Special Education Services:** In compliance with the federal requirements of the Individuals with Disabilities Education Act, the District, as the receiving school, shall initially provide comparable services to a student with disabilities based on their current Individual Education Plan.

   In compliance with Section 504 of the Rehabilitation Act and with Title II of the Americans with Disabilities Act, the District, as the receiving school, shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities consistent with his or her existing 504 or Title II Plan.

   This does not preclude the District, as the receiving school, from performing subsequent evaluations to ensure appropriate placement and/or accommodations are made for the student.

4. **Placement Flexibility:** The District's administration shall have the flexibility to waive course and program prerequisites or other preconditions for placement in courses and programs offered by the receiving District.

5. **Absences Relating to Deployment Activities:** A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment in a combat zone or combat support position, shall be granted additional excused absences at the discretion of the District's Superintendent to visit with their parent/legal guardian relative to such leave or deployment of the parent/guardian.

<u>Eligibility</u>

1. **Eligibility for Enrollment:** A special power of attorney pertaining to the guardianship of a student 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.

   The receiving District shall not charge tuition to a transitioning military student placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

   A transitioning military student, placed in the care of a noncustodial 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 they were enrolled when residing with the custodial parent.

2. **Eligibility for Extracurricular Activity Participation:** The District shall facilitate the opportunity for transitioning military students' inclusion in extracurricular activities, regardless of application deadlines, to the extent the student is otherwise qualified.

<u>Graduation</u>

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In order to facilitate the on-time graduation of children of military families, the receiving District shall follow this process:

1. **Graduation Course Requirements – Waiver:** The receiving District's Administration, through the Superintendent or designee, shall waive specific courses that are required for graduation if similar coursework has been satisfactorily completed at another school.

   If the District does not waive the specific course requirement for graduation, the District shall provide a reasonable justification for the denial. This justification shall be provided to the parent/legal guardian in writing.

   If the receiving District does not waive the specific course requirement for graduation and the student would have otherwise qualified to graduate from the sending school, the receiving District shall provide an alternative means of acquiring required course work to ensure that the student's graduation will occur on time.

2. **Exit Exams:** In lieu of testing requirements for graduation at the receiving District, the District and the State of Idaho shall accept any or all of the following:

   A. Exit exams or end-of-course exams required for graduation from the sending school;
   B. National norm-referenced achievement tests; or
   C. Alternative testing.

In the event the above alternatives cannot be accommodated by the receiving District for a student transferring during their senior year, subsection 3, below, shall apply.

3. **Transfer During Senior Year of High School:** Should a military student transferring at the beginning of or during the senior year be ineligible to graduate from the receiving District after all alternatives have been considered, the sending school and the receiving District shall ensure the receipt of a diploma from the sending school if the student meets the graduation requirements of the sending school.

   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.

<u>Conflicts</u>

All state laws and District policies that conflict with this policy and/or in conflict with the Compact are superseded to the extent of the conflict.

<u>Cooperation</u>

The receiving District, through its administrative agents, shall timely cooperate with all State agency inquiries and other District or school inquiries relating to a student who is covered by the Compact.

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