

1 **3124 STUDENTS**

2 Military Compact Waiver

3 The State of Montana is one of numerous states across the country that is a member of the Interstate  
4 Compact on Educational Opportunity for Military Children. As a school district within the State of  
5 Montana subject to the laws of the State of Montana, the District shall follow the requirements of the  
6 Compact for students who enroll in the District for whom the Compact applies.

7 Purpose

8 The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove  
9 barriers to educational success for children of military families due to frequent relocation and deployment  
10 of their parents. The Compact facilitates educational success by addressing timely student enrollment,  
11 student placement, qualification and eligibility for programs (curricular, co-curricular, and extra-  
12 curricular), timely graduation, and the facilitation of cooperation and communication between various  
13 member states’ schools.

14 Applicability

15 This Compact applies only to children of:  
16

- 17 1. Active duty members of the uniformed services as defined in the Compact, including member of  
18 the national guard and reserve on active duty orders pursuant to 10 U.S.C., 12301(d) and 12304;
- 19 2. Members of the veterans of the uniformed services who are severely injured and medically  
20 discharged or retired for a period of 1 year after medical discharge or retirement; and
- 21 3. Members of the uniformed services who die on active duty or as a result of injuries sustained on  
22 active duty for a period of 1 year after death.

23 Educational Records

- 24 1. **Hand Carried/Unofficial Educational Records:** In the event that official educational records  
25 cannot be released to a parent for the purpose of school transfer, the custodian of records from  
26 the sending school shall prepare and furnish to the parent a complete set of unofficial educational  
27 records containing uniform information as determined by the Interstate Commission.

28 Upon receipt of the unofficial educational records, the District shall enroll and appropriately place  
29 the student based upon the information the school receives in the unofficial educational records,  
30 pending validation by the official records, as soon as possible.

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

34 A school receiving such a request shall process the official educational records request and furnish  
35 such within a period of ten (10) days, or within the timeline determined to be reasonable by the  
36 Interstate Commission.

- 37 3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of enrollment,  
38 or such other timeframe as determined by the rules of the Interstate Commission, within which  
39 students may obtain any immunizations required by the District. Where the District’s

1 requirements include a series of immunizations, initial vaccinations must be obtained within thirty  
2 (30) days, or within the timeline determined to be reasonable by the Interstate Commission.

3 Enrollment, Placement and Attendance

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

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

- 9 2. **Kindergarten and First Grade Entrance Age:** Students must be allowed to continue their  
10 enrollment at grade level in the receiving state commensurate with their grade level, including  
11 kindergarten, from a local education agency in the sending state at the time of transition  
12 regardless of age.

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

16 Course placement includes, but is not limited to honors, international baccalaureate, advanced  
17 placement, vocational, technical, and career pathways courses.

18 Continuing the student's academic program from the previous school and promoting placement  
19 in academically and career challenging courses should be paramount when considering  
20 placement. This requirement does not preclude the District from performing subsequent  
21 evaluations to ensure appropriate placement and continued enrollment of the student in the  
22 course(s).

- 23 4. **Educational Program Placement:** The District shall initially honor placement of the student in  
24 educational programs based on current educational assessments conducted at the sending school  
25 or participation/placement in similar programs at the sending school. This requirement does not  
26 preclude the District from performing subsequent evaluations to ensure appropriate placement  
27 of the student.

28 Educational program placement includes, but is not limited to, gifted and talented programs and  
29 English as a second language.

- 30 5. **Special Education Services:** In compliance with the federal requirements of the Individuals with  
31 Disabilities Education Act, the District, as the receiving school, shall initially provide comparable  
32 services to a student with disabilities based on his or her current Individual Education Plan.

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

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

- 1       6. **Placement Flexibility:** The District's Administration shall have the flexibility to waive  
2 course/program prerequisites or other preconditions for placement in courses/programs offered  
3 by the receiving District.
- 4       7. **Absences Relating to Deployment Activities:** A student whose parent/legal guardian is an active  
5 duty member of the uniformed services and has been called to duty for, is on leave from, or  
6 immediately returned from deployment in a combat zone or combat support position, shall be  
7 granted additional excused absences at the discretion of the Principal to visit with his or her  
8 parent/legal guardian relative to such leave or deployment of the parent/guardian.

#### 9 Eligibility

- 10       1. **Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship of a student  
11 of a military family and executed under applicable law shall be sufficient for the purposes of  
12 enrollment and all other actions requiring parental participation and consent.

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

16       A transitioning military student, placed in the care of a noncustodial parent or other person  
17 standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may  
18 continue to attend the school in which he or she was enrolled when residing with the custodial  
19 parent.

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

#### 23 Graduation

24       In order to facilitate the on-time graduation of children of military families, the receiving District shall  
25 incorporate the following procedure:

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

29       If the District does not waive the specific course requirement for graduation, the District shall  
30 provide a reasonable justification for the denial. This justification shall be provided to the  
31 parent/legal guardian in writing.  
32

33       If the receiving District does not waive the specific course requirement for graduation and the  
34 student would have otherwise qualified to graduate from the sending school, the receiving District  
35 shall provide an alternative means of acquiring required course work to ensure that the student's  
36 graduation will occur on time.  
37

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

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

1 C. Alternative testing.

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

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

9 In the event that one of the states in question is not a member of this Compact, the member state  
10 shall use best efforts to facilitate the on-time graduation of the student.

11 Conflicts

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

14 Cooperation

15 The receiving District, through its administration, shall timely cooperate with all state agency inquiries and  
16 other District/school inquiries relating to a student who is covered by the Compact.

17 Cross Reference:

- 18 2333 Participation in Commencement Exercises
- 19 2410 – 2410P High School Graduation Requirements
- 20 2413 Credit Transfer and Assessment for Placement
- 21 3110 Entrance, Placement, and Transfer

22 Legal Reference:

23 20-1-230, MCA Enactment – interstate Compact on Educational Opportunity for Military Children -  
24 provisions

25 Policy History:

26 Adopted on: October 16, 2017