

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

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 (12th) 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 (12th) 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 (12th) 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

Frequently Asked Questions



THE COUNCIL OF STATE GOVERNMENTS

Interstate Compact on Educational Opportunity for Military Children

Frequently Asked Questions

1) **What is an interstate compact?**

Interstate compacts are the most powerful, durable, and adaptive tools for ensuring cooperative action among the states. Unlike federally imposed mandates that often dictate unfunded and rigid requirements, interstate compacts provide a state-developed structure for collaborative and dynamic action, while building consensus among the states. The very nature of an interstate compact makes it the ideal tool to meet the demand for cooperative state action: developing and enforcing stringent standards, while providing an adaptive structure that, under a modern compact framework, can evolve to meet new and increased demands over time.

General purposes for creating an interstate compact include:

- Establish a formal, legal relationship among states to address common problems or promote a common agenda.
- Create independent, multistate governmental authorities (e.g., commissions) that can address issues more effectively than a state agency acting independently, or when no state has the authority to act unilaterally.
- Establish uniform guidelines, standards, or procedures for agencies in the compact's member states.
- Create economies of scale to reduce administrative and other costs.
- Respond to national priorities in consultation or in partnership with the federal government.
- Retain state sovereignty in matters traditionally reserved for the states.
- Settle interstate disputes.

2) **How prevalent are interstate compacts?**

More than 200 interstate compacts exist today. Typically, a state belongs to more than 20 interstate compacts.

Between 1783 and 1920, states approved 36 compacts, most of which were used to settle boundary disputes. In the last 75 years, more than 150 compacts have been created (most since the end of World War II) applying to a range of subject areas from conservation and resource management to civil defense, education, emergency management, energy, law enforcement, probation and parole, transportation, and taxes.

22 compacts are national in scope, several with 35 or more member states and independent administrative commissions. Over 30 compacts are regional in scope, with 8 or more member states.

3) **What types of interstate compacts exist?**

Although there are many types of interstate compacts, they generally are divided into three camps:

- a) **Border Compacts:** agreements between two or more states that alter the boundaries of a state. Once adopted by the states and approved by Congress, such compacts permanently alter the boundaries of the state and can only be undone by a subsequent compact approved by Congress or the repeal of the compact with Congress's approval. Examples include the Virginia-Tennessee Boundary Agreement of 1803, Arizona-California Boundary Compact of 1963, the Missouri-Nebraska Compact of 1990, and the Virginia-West Virginia Boundary Compact of 1998.
- b) **Advisory Compacts:** agreements between two or more states that create study commissions. The purpose of the commission is to examine a problem and report back to the respective states on their findings. Such compacts do not result in any change in the state's boundaries nor do they create ongoing administrative agencies with regulatory authority. They do not require congressional consent because they do not alter the political balance of power between the states and federal government or intrude on a congressional power. An example of such a compact is the Delmarva Peninsula Advisory Council Compact (to study regional economic development issues), 29 Del. C. § 11101 (2003); Va. Code Ann. § 2.2-5800 (2003).
- c) **Regulatory Compacts:** broadest and largest category of interstate compacts may be called "regulatory" or "administrative" compacts. Such compacts are a development of the twentieth century and embrace wide-ranging topics including regional planning and development, crime control, agriculture, flood control, water resource management, education, mental health, juvenile delinquency, child support, and so forth. Examples of such compacts include the Interstate Compact on Adult Offender Supervision (regulate the movement of adult offenders across state lines), the Midwest Radioactive Waste Disposal Compact (regulate radioactive waste disposal), and the Washington Metropolitan Area Transit Regulation Compact (regulates passenger transportation by private carrier). Perhaps the best known "regulatory" compact is the 1921 Port Authority of New York-New Jersey compact that provides joint agency regulation of transportation, terminal and commerce/trade facilities in the New York metropolitan area. Regulatory compacts create ongoing administrative agencies whose rules and regulations may be binding on the

states to the extent authorized by the compact. Many regulatory compacts require congressional consent to be effective as they regulate in areas that impact one of congress's enumerated powers, e.g., interstate commerce, navigable streams, and extradition.

4) What is Congressional Consent and is it required for the creation of an interstate compact?

Article I, Section 10 of the U.S. Constitution provides in part that “no state shall, without the consent of Congress, enter into any agreement or compact with another state.” Historically, this clause generally meant all compacts must receive congressional consent. However, the purpose of this provision was not to inhibit the states’ ability to act in concert with each other. In fact, by the time the Constitution was drafted, the states were already accustomed to resolving disputes and addressing problems through interstate compacts and agreements. The purpose of the compact clause was simply to protect the pre-eminence of the new national government by preventing the states from infringing upon federal authority or altering the federal balance of power by compact.

Accordingly, the Supreme Court indicated more than 100 years ago in *Virginia v. Tennessee*, 148 U.S. 503 (1893) that not all compacts require Congressional approval. Today, it is well established that only those compacts that affect a power delegated to the federal government or alter the political balance within the federal system, require the consent of Congress.

While congressional consent for an interstate compact is often not needed, it may be desirable, in order to minimize potential divergent state court interpretation and to aid in enforcement. However the absence of consent does not mean a compact is unenforceable as it remains a contract between the states.

While “federalizing” the issue that the compact addresses is one alternative and has the advantage of providing uniformity in interpretation and enforcement of the law, the federal government is often not in a position to administer certain efforts nationally. Moreover “federalizing” certain issues may result in federal interference into an area which traditionally has been within the purview of the states.

Congressional consent for interstate compacts often presents an opportunity to benefit from the proverbial “best of both worlds”. Once congressional consent is deemed applicable and appropriately given, the nature of the compact changes radically. It no longer constitutes merely an agreement between states. Rather, compacts that receive congressional consent become the “law of the United States” under the Law of the Union doctrine.

5) What are the advantages of an interstate compact?

The emergence of broad public policy issues that ignore state boundaries and the principles of federalism have presented new governing challenges to both state and federal authorities. Complex regional and national problems have shown little respect for the dual lines of federalism or the geographical boundaries of states. Thus, interstate compacts have reemerged not only as devices for adjusting interstate relations but also for governing the nation.

Interstate compacts provide an effective solution in addressing suprastate problems. Compacts enable the states – in their sovereign capacity – to act jointly and collectively, generally outside the confines of the federal legislative or regulatory process while respecting the view of Congress on the appropriateness of joint action. Interstate compacts can effectively preempt federal interference into matters that are traditionally within the purview of the states and yet which have regional or national implications.

Unlike federal actions that impose unilateral, rigid mandates, compacts afford states the opportunity to develop dynamic, self regulatory systems over which the party states can maintain control through a coordinated legislative and administrative process. Compacts enable the states to develop adaptive structures that can evolve to meet new and increased challenges that naturally arise over time.

Interstate compacts provide states with a predictable, stable and enforceable instrument of policy control. The contractual nature of compacts ensures their enforceability on the party states. The fact that compacts cannot be unilaterally amended ensures that party states will have a predictable and stable policy platform for resolving problems. By entering into an interstate compact, each party state acquires the legal right to require the other states to perform under the terms and conditions of the compact.

6) What are the disadvantages of an interstate compact?

Interstate compacts may often require a great deal of time to both develop and implement. While recent interstate compact efforts have met with success in a matter of a few years, some interstate compacts have required decades to reach critical mass.

Further, the ceding of traditional state sovereignty, particularly as required by several modern administrative compacts. The very purpose of an interstate compact is to provide for the collective allocation of governing authority between party states, which does not allow much room for individualism. The requirement of substantive “sameness” prevents party states from passing dissimilar enactments notwithstanding, perhaps, pressing state differences with respect to particular matters within the compact.

To the extent that a compact is used as a governing tool, they require, even in the boundary compact context, that party states cede some portion of their sovereignty. The matter of state sovereignty can be particularly problematic when interstate compacts create ongoing administrative bodies that possess substantial governing power. Such compacts are truly a creation of the twentieth century as an out-growth of creating the modern administrative state.

However, as the balance of power continues to realign in our federalist system, states may only be able to preserve their sovereign authority over interstate problems to the extent that they share their sovereignty and work together cooperatively through interstate compacts.

7) **How is an interstate compact created?**

Compacts are essentially contracts between states. To be enforceable, they must satisfy the customary requirements for valid contracts, including the notions of offer and acceptance. An offer is made when one state, usually by statute, adopts the terms of a compact requiring approval by one or more other states to become effective. Other states accept the offer by adopting identical compact language. Once the required number of states has adopted the pact, the “contract” between them is valid and becomes effective as provided. The only other potential requirement is congressional consent.

8) **What did the compact development process look like?**

The development of any interstate compact should be a state driven and state championed solution. In this case state officials and other interested stakeholder groups representing a variety of education and military family interests are the drivers behind the compact creation process.

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

b) **Drafting Team** – the Advisory Group was quickly followed by the Drafting Team. While the Advisory Group enjoyed thinking about the issue from a macro-level, the Drafting Team was tasked with implementing, via a draft compact, the thoughts, ideas and suggestions of the Advisory Group. The 5 member Drafting Team, composed of compact

and issue area experts, crafted the recommendations, as well as their own thoughts and expertise, into the draft compact. The document was then open for comment in July 2007 for both the stakeholders as well as public.

9) What does a modern interstate compact look like, structurally?

When developing the interstate compact mechanism, look at it as a human body - the compact itself is the skeleton, the rules, regulations and forms are the muscles and the bylaws are the skin. The compact should contain the minimum basics upon which it needs to operate, both in terms of the agreement between states and the operation of a governing body. The compact does not need to address every conceivable eventuality, nor should it. Its purpose is to provide the framework upon which to build. The rules are the actuators of the compact, containing the details of state interaction, how information will be shared, what standards and practices will be followed, forms used, timelines established, etc. By using the compact as the broad framework, the rules can be adapted and adjusted as needed throughout the life the compact without the need to go back each time for legislative approval from the member states, subject to the legislatively delegated authority. Finally, the bylaws of the governing body detail how business will be conducted in a timely and orderly manner without unraveling.

10) Does the new interstate compact comply with the federal No Child Left Behind Act (NCLB)?

When drafting the new Interstate Compact on Educational Opportunity for Military Children, both the Advisory Group and Drafting Team were mindful of the No Child Left Behind Act and the unique requirements it places on states. As each state is charged with crafting its own regulations to implement NCLB, each state is different in their approach to the salient issues covered by the federal law. However, while issues such as testing and accountability are addressed in both the new compact and NCLB, there is no conflict between the two. Nothing in the compact provides for a waiver of state educational requirements in the areas covered by NCLB relating to accountability for results, greater choice for parents and students, more flexibility for state and local education agencies, and stronger emphasis on reading. In fact the compact's emphasis on equal opportunity for military children and that state education requirements be applied in a fair and non-conflicting manner, actually reinforces the goals and objectives of NCLB.

11) Will my states constitution permit the creation and/or joining of such a compact?

Compact language is usually drafted with state constitutional requirements common to most state constitutions such as separation of powers, delegation of power, and debt limitations in mind. The validity of the state authority to enter into compacts and potentially delegate authority to an interstate agency has been

specifically recognized and unanimously upheld by the U.S. Supreme Court in *West Virginia vs. Sims, 341 U.S. 22 (1951)*.

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 19th.

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

Fiscal Note



INTERSTATE COMPACT ON EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

January 2008

Fiscal Note

The estimated budget for the operation of the Interstate Commission is **\$630,389**. This figure is derived both from an estimated need for staff and support for the new interstate compact as well as a reasonable estimate of the costs to states - \$1 per student covered under the agreement. This figure was calculated based on the following assumptions:

Staff Salaries and Benefits

The staff includes an Executive Director, Deputy Director / Counsel, Program Specialist and Clerical Staff. Total Estimated Annual Personnel Costs are \$202,500 plus benefits estimated at 30 percent (30%) of annual salaries for full-time staff or \$60,750, for a total of **\$263,250**.

Commission and Committee Meetings

The National Commission, consisting of Commissioners from all member states, which formulate the policy, rules and regulations for the implementation and enforcement of the Interstate Compact is estimated to one (1) Commission meeting of all state Commissioners plus staff during the first year of operation to permit sufficient time to adopt the Commission's Bylaws and Rules. It is also anticipated that the Executive Committee will meet once during the first year. The estimated meeting costs for the first year, which includes transportation, lodging, meals and staff support, is **\$105,425**.

Overhead (Rent and Utilities)

Overhead cost estimates are premised on the assumption of adequate furnished space including utilities for a four-person staff. Rent is calculated at a rate \$15.00 per square foot for finished office space and meeting rooms consisting of approximately 2,720 sq. ft. and \$7.00 per square foot for storage, copy room, etc. consisting of approximately 625 square feet for a total overhead cost of **\$45,175**.

Office Equipment and Furnishings

Estimates for computers are premised upon a fully integrated system including four (4) laptop units equipped with software support, LAN access, Internet access, e-mail accounts, staff technical support, software updates/upgrades, and computer and application training. Copiers and furnishings (to the extent not included in Overhead) are based upon the assumption that these items will either be leased or purchased from governmental surplus if feasible. Total estimated cost for office equipment and furnishings is **\$74,000**.

Miscellaneous Expenses

Information System

In addition to standard operating costs, the Interstate Commission will create and maintain a national data system allowing for the gathering and sharing of data related to the military student population. For budgeting purposes, the figure of **\$30,000** is included to cover this charge. Note: this figure could rise or fall depending on several variables.

Reserve Fund

Non-profit organizations typically maintain a reserve fund to cover unanticipated shortfalls in operating revenue. The rule-of-thumb for a non-profit association like the Interstate Commission is the maintenance of between 25 percent (25%) to 50 percent (50%) of annual operating revenue in a reserve fund, to be accessed sparingly and with the approval of the board. It is understood that the Commission cannot provide this reserve amount in a lump-sum deposit and therefore must spread the sum over several years of operation. The total assessed in this budget for reserve fund contribution is **\$40,000**. Combined with similar contributions in each of the next 4 years, this would provide the Commission a reserve fund of \$160,000 or approx. 25 percent (25%) of annual operating funds after consolidation of certain expenses.

Indirect Costs

In addition to the above mentioned costs, the Interstate Commission can expect indirect costs for organizational expenses not associated with any particular project, but crucial to the functioning of the Commission as a whole. These indirect costs typically consist of accounting and bookkeeping services, human resource services, access to library and research facilities, and miscellaneous supplies and expenses. Based on the structure, location and association of the Interstate Commission with other/similar groups, the Commission can expect to pay an additional 15 percent (15%) to 27 percent (27%) of the estimated budget for annual indirect costs. The figure of 13 percent (13%) has been used to mirror the secretariat service agreement that currently exists between The Council of State Governments and the Interstate Commission for Adult Offender Supervision. This estimated figure for the Commission is **\$72,539**.

This cost analysis has been prepared only as an estimation based on the above assumptions with the aid of The Council of State Governments Budget Book FY 2008. The Interstate Commission created by the Compact will have the authority, subject to the agreement of the member states, to structure the budget in a manner and at a funding level that it deems to be adequate to carry out the powers and duties of this Interstate Agency.

INTERSTATE COMPACT ON EDUCATIONAL
OPPORTUNITY FOR MILITARY CHILDREN

FISCAL NOTE

Budget Summary

Salary & Wages	\$263,250
Meetings (Commission & Committee's)	\$105,425
Computers, Copiers, Furniture, Etc.	\$74,000
Rent & Utilities	\$45,175
Miscellaneous Annual Expenses	\$70,000
Indirect charges	\$72,539
ESTIMATED BUDGET	\$630,389

Salaries

Executive Director	\$75,000
Deputy Director / Counsel	\$60,000
Program Specialist	\$37,500
Clerical Staff	\$30,000
Subtotal	\$202,500
Benefits (30% annual salaries)	\$60,750
TOTAL SALARY & BENEFITS	\$263,250

Commission & Committee Meetings

Meetings - Commission (60 total w/ staff)

Postage	\$1,325
Photocopy / Printing	\$3,000
Travel	\$39,000
Lodging/Food/Reception	\$40,000
Honoraria / Misc.	\$3,000
Telecommunications	\$1,500
Subtotal	\$87,825

Meetings - Executive Committee (13 total w/ staff)

Postage	\$350
Photocopy / Printing	\$600
Travel	\$8,000
Lodging/Food/Reception	\$8,250
Telecommunications	\$400
Subtotal	\$17,600

TOTAL FOR ALL MEETINGS	\$105,425
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Rent & Utilities

Copy Room (450 sq. ft. @ \$7.00 per sq. ft.)	\$3,150
Storage (175 sq. ft. @ \$7.00 per sq. ft.)	\$1,225
Computer Room (375 sq. ft. @ \$15.00 sq. ft.)	\$5,625
Conference Room (510 sq. ft. @ \$15.00 sq. ft.)	\$7,650
Executive Director (980 sq. ft. @ \$15.00 sq. ft.)	\$14,700
Deputy Director (575 sq. ft. @ \$15.00 sq. ft.)	\$8,625
Program Specialist (150 sq. ft. @ \$15.00 sq. ft.)	\$2,250
Clerical (130 sq. ft. @ \$15.00 sq. ft.)	\$1,950
TOTAL	\$45,175

Equipment

Laptop Computers x 4	\$8,000
Copiers, Servers, Printers & Supplies	\$30,000
Furniture & Equipment	\$36,000
TOTAL	\$74,000

Miscellaneous Expenses *(each of first 3 years)*

Annual Reserve Fund Contribution	\$40,000
Information System Development & Upkeep	\$30,000
TOTAL	\$70,000

Indirect Costs

13 percent of direct charges for secretariat services	\$72,539
TOTAL	\$72,539

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

TOTAL	630,389	482,138	1,112,527
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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

Interstate Compact on Educational Opportunity for Military Children

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

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