

	<p><b>Number:</b> 7-2017</p>
<p><b>Advisory Opinion issued by:</b> Cherise Imai, Executive Director Richard L Masters, General Counsel</p>	<p><b>Dated:</b> September 19, 2017</p>
<p><b>Requestor:</b> Kansas State</p>	
<p><b>Description:</b> Whether the provisions of the Interstate Compact on Educational Opportunity for Military Children ("MIC3") allow a receiving state public school to withdraw credit and corresponding grades previously awarded for courses completed in the sending state public school where the sending state declines to do so.</p>	

**I. Background**

Pursuant to Article X, Section C. of the Interstate Compact on Educational Opportunity for Military Children (hereinafter 'Compact') the State of Kansas has submitted a request for an advisory opinion concerning clarification of an issue pertaining to the Compact.

**II. Issue**

The Commissioner from Kansas has requested guidance from the Military Interstate Children's Compact Commission concerning whether the Compact allows a receiving state public school to withdraw credit and corresponding grades previously awarded for courses completed in the sending state public school where the sending state declines to do so.

**III. Applicable Compact Provisions or Rules**

Article V, Section A. 1. of the Compact provides:

"A. Course placement – When the student transfers before or during the school year the receiving 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 . . . 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. . . "

**IV. Review and Analysis**

This case arose concerning the daughter of a military family who transferred with her parents from a DoDEA school located in Netzaberg, Germany to a public high school in Leavenworth, Kansas. The student's parents brought this issue to the attention of the MIC3 national office which forwarded it to the Kansas State Commissioner's Designee for investigation and resolution. The Commissioner found that the student took German I & II in 7<sup>th</sup> and 8<sup>th</sup> grades, earning a B. The school recorded these courses and grades on the student's high school transcript, as is their policy. Prior to 9<sup>th</sup> grade, the family moved to a new state and the sending school sent the transcript to the receiving school.

Apparently, the parents were not aware the middle school courses were on the transcript until the receiving school announced academic awards near the end of the student's freshman year. The parents requested removal of the middle school courses from the transcript. The receiving school, per their policy<sup>1</sup> refused to remove the courses. The receiving school indicated they would honor the decision if the sending school chose to remove the courses from the high school transcript. The sending school declined to do so. The Kansas Commissioner's Office agreed that the receiving school's determination was consistent with the provisions of the Compact and the board policy. The parents felt that the decision should have been adjusted for future such situations and Kansas seeks an advisory opinion concerning this issue.

The intent of Article V. A. 1. can be determined from the plain meaning of the language used that the receiving school district is required to "**honor the placement of the student in educational courses based on the student's enrollment in the sending state school.**" (emphasis supplied). Moreover, this section of the Compact clarifies that continuing the student's progress from the previous school as well as promoting placement in academically and career challenging courses are "paramount" when making placement decisions.

As the U.S., Supreme Court has held with regard to statutory interpretation, "Applying 'settled principles of statutory construction,' we must first determine whether the statutory text is plain and unambiguous and . . . [i]f it is, we must apply the statute according to its terms." *Carcieri v. Salazar*, 555 U.S. 379, 387 (2009); See also *Lamie v. U.S. Trustee*, 540 U.S. 526, 534 (2004) ("When the statute's language is plain, the sole function of the courts – at least where the disposition required by the text is not absurd – is to enforce it according to its terms.")(internal quotation marks omitted).

## **V. Conclusion**

In summary, since the relevant provisions of the Compact require that a receiving public school must honor the placement of the student based on the student's enrollment in the sending public school and that continuing the student's progress from the previous school is a paramount consideration when making placement decisions, a receiving state school is not allowed to withdraw credit and corresponding grades previously awarded for courses completed in the sending state public school where the sending state declines to do so.

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<sup>1</sup>In middle school/junior high and high school, full faith and credit shall be given to units earned in other accredited schools at the time the student enrolls in the district, unless the principal determines there is valid reason for not doing so. For online credit approval procedures after enrollment, see board policy IIBGB.