

	<p>Number: 2-2025</p>
<p>Advisory Opinion issued by: Cherise Imai, Executive Director Samantha Nance, General Counsel</p>	<p>Dated: February 7, 2025 Approved: February 10, 2025</p>
<p>Requestor: State of California</p>	
<p>Description:</p> <ul style="list-style-type: none"> ○ What options or obligations do receiving districts have to grant waivers or modify local graduation requirements for students who have completed substantially similar coursework in DoDEA schools? 	

I. Background

Pursuant to Article X, Section C. of the Interstate Compact on Educational Opportunity for Military Children (hereinafter ‘Compact’) the Commissioner from the State of California has submitted a request for an advisory opinion regarding graduation requirements and course placement. The Commissioner from California has requested a legal advisory opinion concerning the options and obligations available to receiving districts to modify local graduation requirements when the student has completed substantially similar coursework in a DoDEA school.

II. Issue and Facts

Specifically, this case arose from an inquiry regarding the awarding of course credit and graduation requirements for a student transferring from a DoDEA school in Camp Zama, Japan to public school in San Diego, California.

The student transferred into the public school during the second quarter of their 11th grade year due to PCS, and the current LEA transcript reflects an NG for PE and Spanish for the first two quarters of 11th grade year, thus requiring the student to enroll in PE and Spanish to complete local graduation requirements. The LEA has indicated that the NG appearing on the transcript is due to the lack of requisite seat time for two quarters for any of the work completed at either the DoDEA school or the public school during such time period. Further, the LEA indicates that because the DoDEA school grades on a semester system instead of a quarter system, the LEA is not required to count coursework performed at the beginning of the student’s junior year prior to the transfer. But for these NG notations on the LEA transcript, the student would have already satisfied all local graduation requirements and could complete graduation with their peers at the conclusion of 2024.

III. Applicable Compact Provisions, Rules, or Law

Article V, Section A. of the Compact states:

Course placement: When the student transfers before or during the school year, the receiving state 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, Advance 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).

Reference is further given to Legal Advisory 7-2017 regarding course placement, and 1-2024 regarding the wide scope of placement flexibility and the waiver of seat time requirements for misaligned educational grading periods.

Further, Article VII, A. of the Compact states as follows:

In order to facilitate the on-time graduation of children of military families, state and local education agencies shall incorporate the following procedures:

A. 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 alternative means of acquiring required coursework so that graduation may occur on time.

Reference is further given to Legal Advisory 2-2018 regarding graduation credit.

Finally, reference is given to Legal Advisory 3-2011 regarding treatment of DoDEA schools as equivalent to LEAs under the compact for purposes of implementation and enforcement.

IV. Review and Analysis

This case presents a fact pattern that synthesizes the issues presented in several prior legal advisories regarding course placement, effect of misaligned educational periods on educational seat time requirements, and on-time graduation. Consolidated consideration of these issues warrants the conclusion that the Compact authorizes implementation of accommodations to facilitate continuation of academic programs, avoidance of repetition and waiver of specific coursework to facilitate on-time graduation.

From the outset, the LEA's decision to grant no grade credit for coursework is inconsistent with Article V, Section A regarding course placement. As noted in Legal Advisory 2-2017, the intent of Article V. A. 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." 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. Course placement and subsequent completion with no corresponding grade credit, necessitating the student thereafter complete additional courses in the same subject of study, is a result that is against the intent and plain language of Article V. A. of the Compact.

Further, the placement flexibility granted to the LEAs in Article V. D. of the Compact permits waiver of lost seat time requirements in order to facilitate the full award of semester credit if the student's grade(s) at the end of the educational period demonstrate mastery. The school in the receiving state retains the ability to perform subsequent evaluations after placement to ensure appropriate placement and continued enrollment in such course. See Compact, Article V.A. Read together, the LEA is authorized with substantial flexibility to resolve concerns around seat time requirements to award credit for a full educational period, even if misaligned between sending and receiving schools, provided that content mastery supports the award of such credit. See Legal Advisory 1-2024 for a full discussion of the scope of authority and flexibility provided to the LEAs in making such determinations.

Finally, the foregoing course placement requirements and authorized flexibility must be read in connection with the plain intention of the Compact to “facilitate the on-time graduation of children of military families.” Even to the extent that the foregoing authority under the Compact could be deemed insufficient authority for the LEA permit the award of credit for the subject educational periods, the directive that the LEAs “shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another local education agency” in Article VII. A of the Compact is both a mandatory directive and additional authorizing authority to the LEAs to facilitate “continuing the student’s academic program” and “on-time graduation” required by the Compact.

The Compact plainly states its intention to remove barriers to educational success by “facilitating the student placement process through which children of military families are not disadvantaged by variations in attendance requirements, scheduling, sequencing, grading, course content or assessment.” Article I. B. An LEA’s declination to utilize the statutorily-authorized tools of flexibility and waiver in favor of course or credit repetition due to variations in scheduling, sequencing and grading, specifically in this case attributable to a PCS order issued to the student’s parent, is at odds with the intent of the Compact and the agreement among the member states that the Compact codifies.

V. Conclusion

In summary, as a compact and a contractual agreement among the states, the LEA in California is authorized by the provisions of the Compact to waive course requirements, seat time requirements, to award credit, and/or to provide an alternative means of satisfying the course requirements to ensure timely graduation of students. The language of the statute plainly states its intent to provide a means of accommodating students in these ways to achieve linear academic progress and eliminate barriers to educational success.