

A-Engrossed Senate Bill 279

Ordered by the Senate February 27
Including Senate Amendments dated February 27

Printed pursuant to Senate Interim Rule 213.28 by order of the President of the Senate in conformance with pre-session filing rules, indicating neither advocacy nor opposition on the part of the President (at the request of Senate Interim Committee on Education for Senator Michael Dembrow)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

[Requires Teacher Standards and Practices Commission to conduct study to determine if state should enter into interstate agreement to encourage educator mobility. Directs commission to submit findings to interim committees of Legislative Assembly related to education not later than September 15, 2024.]

Enacts Interstate Teacher Mobility Compact. Prescribes that purpose of Compact is to facilitate mobility of teachers across member states, with goal of supporting teachers through new pathway of licensure. Describes rights and responsibilities under Compact.

A BILL FOR AN ACT

Relating to educator mobility through an interstate agreement.

Be It Enacted by the People of the State of Oregon:

SECTION 1. The Interstate Teacher Mobility Compact is enacted into law and entered into on behalf of this state with all other jurisdictions legally joining therein in the form substantially as follows:

ARTICLE I PURPOSE

The purpose of this Compact is to facilitate the mobility of teachers across the member states, with the goal of supporting teachers through a new pathway to licensure. Through this Compact, the member states seek to establish a collective regulatory framework that expedites and enhances the ability of teachers to move across state lines.

This Compact is intended to achieve the following objectives and should be interpreted accordingly:

A. Create a streamlined pathway to licensure mobility for teachers;

B. Support the relocation of eligible military spouses;

C. Facilitate and enhance the exchange of licensure, investigative, and disciplinary information between the member states;

D. Enhance the power of state and district level education officials to hire qualified, competent teachers by removing barriers to the employment of out-of-state teachers;

E. Support the retention of teachers in the profession by removing barriers to

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 relicensure in a new state; and

2 F. Maintain state sovereignty in the regulation of the teaching profession.

3 The member states hereby ratify the same intentions by subscribing hereto.

4
5 ARTICLE II
6 DEFINITIONS
7

8 As used in this Compact, and except as otherwise provided, the following definitions shall
9 govern the terms herein:

10 A. "Active military member" means any person with full-time duty status in the uni-
11 formed service of the United States, including members of the National Guard and Reserve.

12 B. "Adverse action" means any limitation or restriction imposed by a member state's li-
13 censing authority, such as revocation, suspension, reprimand, probation, or limitation on the
14 licensee's ability to work as a teacher.

15 C. "Bylaws" means those bylaws established by the Interstate Teacher Mobility Compact
16 Commission.

17 D. "Career and technical education license" means a current, valid authorization issued
18 by a member state's licensing authority allowing an individual to serve as a teacher in
19 prekindergarten through grade 12 public educational settings in a specific career and tech-
20 nical education area.

21 E. "Charter member states" means a member state that has enacted legislation to adopt
22 this Compact when such legislation predates the initial meeting of the commission after the
23 effective date of this Compact.

24 F. "Commission" means the interstate administrative body, which has a membership that
25 consists of delegates of all states that have enacted this Compact and which is known as the
26 Interstate Teacher Mobility Compact Commission.

27 G. "Commissioner" means the delegate of a member state.

28 H. "Eligible license" means a license to engage in the teaching profession that requires
29 at least a bachelor's degree and the completion of a state approved program for teacher
30 licensure.

31 I. "Eligible military spouse" means the surviving spouse of a deceased military member
32 or the spouse of any individual in full-time duty status in the active uniformed service of the
33 United States including members of the National Guard and Reserve on active duty moving
34 as a result of a military mission or military career progression requirements or on a termi-
35 nal move as a result of separation or retirement.

36 J. "Executive committee" means a group of commissioners elected or appointed to act
37 on behalf of, and within the powers granted to them by, the commission as provided for
38 herein.

39 K. "Licensing authority" means an official, agency, board, or other entity of a state that
40 is responsible for the licensing and regulation of teachers authorized to teach in
41 prekindergarten through grade 12 public educational settings.

42 L. "Member state" means any state that has adopted this Compact, including all agencies
43 and officials of the state.

44 M. "Receiving state" means any state where a teacher has applied for licensure under
45 this Compact.

1 N. "Rule" means any regulation that is promulgated by the commission under this
2 Compact and that shall have the force of law in each member state.

3 O. "State" means a state, territory, or possession of the United States, and the District
4 of Columbia.

5 P. "State practice laws" means a member state's laws, rules, and regulations that govern
6 the teaching profession, define the scope of such profession, and create the methods and
7 grounds for imposing discipline.

8 Q. "State specific requirements" means a requirement for licensure covered in
9 coursework or examination that includes content of unique interest to the state.

10 R. "Teacher" means an individual who currently holds an authorization from a member
11 state that forms the basis for employment in the prekindergarten through grade 12 public
12 schools of the state to provide instruction in a specific subject area, grade level, or student
13 population.

14 S. "Unencumbered license" means a current, valid authorization issued by a member
15 state's licensing authority allowing an individual to serve as a teacher in prekindergarten
16 through grade 12 public educational settings. An unencumbered license is not a restricted,
17 probationary, provisional, substitute, or temporary credential.

18
19 **ARTICLE III**
20 **LICENSURE UNDER THIS COMPACT**
21

22 A. Licensure under this Compact pertains only to the initial grant of a license by the
23 receiving state. Nothing herein applies to any subsequent or ongoing compliance require-
24 ments that a receiving state might require for teachers.

25 B. Each member state shall, in accordance with the rules of the Interstate Teacher Mo-
26 bility Compact Commission, define, compile, and update as necessary a list of eligible licenses
27 and career and technical education licenses that the member state is willing to consider for
28 equivalency under this Compact and provide the list to the commission. The list shall include
29 those licenses that a receiving state is willing to grant to teachers from other member
30 states, pending a determination of equivalency by the receiving state's licensing authority.

31 C. Upon the receipt of an application for licensure by a teacher holding an unencumbered
32 eligible license, the receiving state shall determine which of the receiving state's eligible li-
33 censes the teacher is qualified to hold and shall grant such a license or licenses to the ap-
34 plicant. Such a determination shall be made in the sole discretion of the receiving state's
35 licensing authority and may include a determination that the applicant is not eligible for any
36 of the receiving state's eligible licenses. For all teachers who hold an unencumbered license,
37 the receiving state shall grant one or more unencumbered licenses that, in the receiving
38 state's sole discretion, are equivalent to the licenses held by the teacher in any other mem-
39 ber state.

40 D. For active military members and eligible military spouses who hold a license that is
41 not an unencumbered license, the receiving state shall grant an equivalent license or licenses
42 that, in the receiving state's sole discretion, is equivalent to the license or licenses held by
43 the teacher in any other member state, except when the receiving state does not have an
44 equivalent license.

45 E. For a teacher holding an unencumbered license that is a career and technical educa-

1 tion license, the receiving state shall grant an unencumbered license equivalent to the career
2 and technical education license held by the applying teacher and issued by another member
3 state, as determined by the receiving state in its sole discretion, except when a career and
4 technical education teacher does not hold a bachelor's degree and the receiving state re-
5 quires a bachelor's degree for licenses to teach career and technical education. A receiving
6 state may require career and technical education teachers to meet state industry recognized
7 requirements, if required by law in the receiving state.

8
9 **ARTICLE IV**
10 **LICENSURE NOT UNDER THIS COMPACT**
11

12 **A. Except as provided in Article III above, nothing in this Compact shall be construed**
13 **to limit or inhibit the power of a member state to regulate licensure or endorsements over-**
14 **seen by the member state's licensing authority.**

15 **B. When a teacher is required to renew a license received pursuant to this Compact, the**
16 **state granting such a license may require the teacher to complete state specific require-**
17 **ments as a condition of licensure renewal or advancement in that state.**

18 **C. For the purposes of determining compensation, a receiving state may require addi-**
19 **tional information from teachers receiving a license under the provisions of this Compact.**

20 **D. Nothing in this Compact shall be construed to limit the power of a member state to**
21 **control and maintain ownership of its information pertaining to teachers, or limit the appli-**
22 **cation of a member state's laws or regulations governing the ownership, use, or dissemi-**
23 **nation of information pertaining to teachers.**

24 **E. Nothing in this Compact shall be construed to invalidate or alter any existing agree-**
25 **ment or other cooperative arrangement that a member state may already be a party to, or**
26 **limit the ability of a member state to participate in any future agreement or other cooper-**
27 **ative arrangement to:**

28 **1. Award teaching licenses or other benefits based on additional professional credentials,**
29 **including national board certification;**

30 **2. Participate in the exchange of names of teachers whose license has been subject to an**
31 **adverse action by a member state; or**

32 **3. Participate in any agreement or cooperative arrangement with a nonmember state.**
33

34 **ARTICLE V**
35 **TEACHER QUALIFICATIONS AND REQUIREMENTS**
36 **FOR LICENSURE UNDER THIS COMPACT**
37

38 **A. Except as provided for active military members or eligible military spouses in Article**
39 **III.D above, a teacher may only be eligible to receive a license under this Compact when that**
40 **teacher holds an unencumbered license in a member state.**

41 **B. A teacher eligible to receive a license under this Compact shall, unless otherwise**
42 **provided for herein:**

43 **1. Upon the teacher's application to receive a license under this Compact, undergo a**
44 **criminal background check in the receiving state in accordance with the laws and regulations**
45 **of the receiving state; and**

1 **2. Provide the receiving state with information in addition to the information required**
2 **for licensure for the purposes of determining compensation, if applicable.**

3
4 **ARTICLE VI**
5 **DISCIPLINE AND ADVERSE ACTIONS**

6
7 **A. Nothing in this Compact shall be deemed or construed to limit the authority of a**
8 **member state to investigate or impose disciplinary measures on teachers according to the**
9 **state practice laws thereof.**

10 **B. Member states shall be authorized to receive, and shall provide, files and information**
11 **regarding the investigation and discipline, if any, of teachers in other member states upon**
12 **request. Any member state receiving such information or files shall protect and maintain the**
13 **security and confidentiality thereof, in at least the same manner that it maintains its own**
14 **investigatory or disciplinary files and information. Prior to disclosing any disciplinary or**
15 **investigatory information received from another member state, the disclosing state shall**
16 **communicate its intention and purpose for such disclosure to the member state which ori-**
17 **ginally provided that information.**

18
19 **ARTICLE VII**
20 **ESTABLISHMENT OF THE INTERSTATE TEACHER**
21 **MOBILITY COMPACT COMMISSION**

22
23 **A. The interstate compact member states hereby create and establish a joint public**
24 **agency known as the Interstate Teacher Mobility Compact Commission.**

25 **1. The commission is a joint interstate governmental agency comprising states that have**
26 **enacted the Interstate Teacher Mobility Compact.**

27 **2. Nothing in this Compact shall be construed to be a waiver of sovereign immunity.**

28 **B. Membership, Voting, and Meetings.**

29 **1. Each member state shall have and be limited to one delegate to the commission, who**
30 **shall be given the title of commissioner.**

31 **2. The commissioner shall be the primary administrative officer of the state licensing**
32 **authority or their designee.**

33 **3. Any commissioner may be removed or suspended from office as provided by the law**
34 **of the state from which the commissioner is appointed.**

35 **4. The member state shall fill any vacancy occurring in the commission within 90 days.**

36 **5. Each commissioner shall be entitled to one vote about the promulgation of rules and**
37 **creation of bylaws and shall otherwise have an opportunity to participate in the business and**
38 **affairs of the commission. A commissioner shall vote in person or by such other means as**
39 **provided in the bylaws. The bylaws may provide for commissioners' participation in meetings**
40 **by telephone or other means of communication.**

41 **6. The commission shall meet at least once during each calendar year. Additional**
42 **meetings shall be held as set forth in the bylaws.**

43 **7. The commission shall establish by rule a term of office for commissioners.**

44 **C. The commission shall have the following powers and duties:**

45 **1. Establish a code of ethics for the commission.**

- 1 **2. Establish the fiscal year of the commission.**
- 2 **3. Establish bylaws for the commission.**
- 3 **4. Maintain the commission's financial records in accordance with the bylaws of the**
4 **commission.**
- 5 **5. Meet and take such actions as are consistent with the provisions of this Compact, the**
6 **bylaws, and rules of the commission.**
- 7 **6. Promulgate uniform rules to implement and administer this Compact. The rules shall**
8 **have the force and effect of law and shall be binding on all member states. In the event the**
9 **commission exercises its rulemaking authority in a manner that is beyond the scope of the**
10 **purposes of this Compact, or the powers granted hereunder, then such an action by the**
11 **commission shall be invalid and have no force and effect of law.**
- 12 **7. Bring and prosecute legal proceedings or actions in the name of the commission, pro-**
13 **vided that the standing of any member state licensing authority to sue or be sued under**
14 **applicable law shall not be affected.**
- 15 **8. Purchase and maintain insurance and bonds.**
- 16 **9. Borrow, accept, or contract for services of personnel, including, but not limited to,**
17 **employees of a member state, or an associated nongovernmental organization that is open**
18 **to membership by all states.**
- 19 **10. Hire employees, elect or appoint officers, fix compensation, define duties, grant such**
20 **individuals appropriate authority to carry out the purposes of this Compact, and establish**
21 **the commission's personnel policies and programs relating to conflicts of interest, qualifica-**
22 **tions of personnel, and other related personnel matters.**
- 23 **11. Lease, purchase, accept appropriate gifts or donations of, or otherwise own, hold,**
24 **improve, or use, any property, real, personal, or mixed, provided that at all times the com-**
25 **mission shall avoid any appearance of impropriety or conflict of interest.**
- 26 **12. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any**
27 **property real, personal, or mixed.**
- 28 **13. Establish a budget and make expenditures.**
- 29 **14. Borrow money.**
- 30 **15. Appoint committees, including standing committees composed of members and such**
31 **other interested persons as may be designated in this Compact, rules, or bylaws.**
- 32 **16. Provide information to and receive information from, and cooperate with, law**
33 **enforcement agencies.**
- 34 **17. Establish and elect an executive committee.**
- 35 **18. Establish and develop a charter for an executive information governance committee**
36 **to advise on facilitating exchange of information, use of information, data privacy, and**
37 **technical support needs, and provide reports as needed.**
- 38 **19. Perform such other functions as may be necessary or appropriate to achieve the**
39 **purposes of this Compact consistent with the state regulation of teacher licensure.**
- 40 **20. Determine whether a state's adopted language is materially different from the model**
41 **language of this Compact such that the state would not qualify for participation in this**
42 **Compact.**
- 43 **D. The executive committee of the Interstate Teacher Mobility Compact Commission.**
- 44 **1. The executive committee shall have the power to act on behalf of the commission ac-**
45 **cording to the terms of this Compact.**

- 1 **2. The executive committee shall be composed of eight voting members:**
2 **a. The commission chair, vice chair, and treasurer; and**
3 **b. Five members who are elected by the commission from the current membership, of**
4 **whom:**
5 **i. Four voting members representing geographic regions in accordance with commission**
6 **rules; and**
7 **ii. One at large voting member in accordance with commission rules.**
8 **3. The commission may add or remove members of the executive committee as provided**
9 **in commission rules.**
10 **4. The executive committee shall meet at least once annually.**
11 **5. The executive committee shall have the following duties and responsibilities:**
12 **a. Recommend to the entire commission changes to the rules or bylaws, changes to the**
13 **legislation of this Compact, fees paid by member states of this Compact such as annual dues,**
14 **and any fee charged under this Compact by the member states on behalf of the commission.**
15 **b. Ensure commission administration services are appropriately provided, contractual or**
16 **otherwise.**
17 **c. Prepare and recommend the budget.**
18 **d. Maintain financial records on behalf of the commission.**
19 **e. Monitor compliance of member states and provide reports to the commission.**
20 **f. Perform other duties as provided in rules or bylaws.**
21 **6. Meetings of the commission.**
22 **a. All meetings shall be open to the public, and public notice of meetings shall be given**
23 **in accordance with commission bylaws.**
24 **b. The commission or the executive committee or other committees of the commission**
25 **may convene in a closed, nonpublic meeting if the commission or executive committee or**
26 **other committees of the commission must discuss:**
27 **i. Noncompliance of a member state with its obligations under this Compact.**
28 **ii. The employment, compensation, discipline, or other matters, practices, or procedures**
29 **related to specific employees, or other matters related to the commission's internal person-**
30 **nel practices and procedures.**
31 **iii. Current, threatened, or reasonably anticipated litigation.**
32 **iv. Negotiation of contracts for the purchase, lease, or sale of goods, services, or real**
33 **estate.**
34 **v. Accusations of any person of a crime or formal censure of any person.**
35 **vi. Disclosure of trade secrets or commercial or financial information that is privileged**
36 **or confidential.**
37 **vii. Disclosure of information of a personal nature when disclosure would constitute a**
38 **clearly unwarranted invasion of personal privacy.**
39 **viii. Disclosure of investigative records compiled for law enforcement purposes.**
40 **ix. Disclosure of information related to any investigative reports prepared by or on behalf**
41 **of or for use of the commission or other committee charged with responsibility of investi-**
42 **gation or determination of compliance issues pursuant to this Compact.**
43 **x. Matters specifically exempted from disclosure by federal or member state statute.**
44 **xi. Others matters as set forth by commission bylaws and rules.**
45 **c. If a meeting, or portion of a meeting, is closed pursuant to this provision, the**

1 commission's legal counsel or designee shall certify that the meeting may be closed and shall
2 reference each relevant exempting provision.

3 d. The commission shall keep minutes of commission meetings and shall provide a full
4 and accurate summary of actions taken, and the reasons therefore, including a description
5 of the views expressed. All documents considered in connection with an action shall be
6 identified in such minutes. All minutes and documents of a closed meeting shall remain un-
7 der seal, subject to release by a majority vote of the commission or order of a court of
8 competent jurisdiction.

9 7. Financing of the commission.

10 a. The commission shall pay, or provide for the payment of, the reasonable expenses of
11 its establishment, organization, and ongoing activities.

12 b. The commission may accept all appropriate donations and grants of money, equipment,
13 supplies, materials, and services, and receive, utilize, and dispose of the same, provided that
14 at all times the commission shall avoid any appearance of impropriety or conflict of interest.

15 c. The commission may levy on and collect an annual assessment from each member
16 state or impose fees on other parties to cover the cost of the operations and activities of the
17 commission, in accordance with the commission rules.

18 d. The commission shall not incur obligations of any kind prior to securing the funds
19 adequate to meet the same; nor shall the commission pledge the credit of any of the member
20 states, except by and with the authority of the member state.

21 e. The commission shall keep accurate accounts of all receipts and disbursements. The
22 receipts and disbursements of the commission shall be subject to accounting procedures es-
23 tablished under commission bylaws. All receipts and disbursements of funds of the commis-
24 sion shall be reviewed annually in accordance with commission bylaws, and a report of the
25 review shall be included in and become part of the annual report of the commission.

26 8. Qualified immunity, defense, and indemnification.

27 a. The members, officers, executive director, employees, and representatives of the
28 commission shall be immune from suit and liability, either personally or in their official ca-
29 pacity, for any claim for damage to or loss of property or personal injury or other civil li-
30 ability caused by or arising out of any actual or alleged act, error, or omission that occurred,
31 or that the person against whom the claim is made had a reasonable basis for believing oc-
32 curred, within the scope of commission employment, duties, or responsibilities; provided that
33 nothing in this paragraph shall be construed to protect any such person from suit or liability
34 for any damage, loss, injury, or liability caused by the intentional or willful or wanton mis-
35 conduct of that person.

36 b. The commission shall defend any member, officer, executive director, employee, or
37 representative of the commission in any civil action seeking to impose liability arising out
38 of any actual or alleged act, error, or omission that occurred within the scope of commission
39 employment, duties, or responsibilities, or that the person against whom the claim is made
40 had a reasonable basis for believing occurred within the scope of commission employment,
41 duties, or responsibilities; provided that nothing herein shall be construed to prohibit that
42 person from retaining his or her own counsel; and provided further, that the actual or al-
43 leged act, error, or omission did not result from that person's intentional or willful or
44 wanton misconduct.

45 c. The commission shall indemnify and hold harmless any member, officer, executive di-

1 rector, employee, or representative of the commission for the amount of any settlement or
2 judgment obtained against that person arising out of any actual or alleged act, error, or
3 omission that occurred within the scope of commission employment, duties, or responsibil-
4 ities, or that such person had a reasonable basis for believing occurred within the scope of
5 commission employment, duties, or responsibilities, provided that the actual or alleged act,
6 error, or omission did not result from the intentional or willful or wanton misconduct of that
7 person.

8
9 **ARTICLE VIII**
10 **RULEMAKING**
11

12 **A. The Interstate Teacher Mobility Compact Commission shall exercise its rulemaking**
13 **powers pursuant to the criteria set forth in this Compact and the rules adopted thereunder.**
14 **Rules and amendments shall become binding as of the date specified in each rule or amend-**
15 **ment.**

16 **B. The commission shall promulgate reasonable rules to achieve the intent and purpose**
17 **of this Compact. In the event the commission exercises its rulemaking authority in a manner**
18 **that is beyond the purpose and intent of this compact, or the powers granted hereunder,**
19 **then such an action by the commission shall be invalid and have no force and effect of law**
20 **in the member states.**

21 **C. If a majority of the legislatures of the member states rejects a rule, by enactment of**
22 **a statute or resolution in the same manner used to adopt this Compact within four years**
23 **of the date of adoption of the rule, then such rule shall have no further force and effect in**
24 **any member state.**

25 **D. Rules or amendments to the rules shall be adopted or ratified at a regular or special**
26 **meeting of the commission in accordance with commission rules and bylaws.**

27 **E. Upon determination that an emergency exists, the commission may consider and adopt**
28 **an emergency rule with 48 hours' notice, with opportunity to comment, provided that the**
29 **usual rulemaking procedures shall be retroactively applied to the rule as soon as reasonably**
30 **possible, in no event later than 90 days after the effective date of the rule. For the purposes**
31 **of this provision, an emergency rule is one that must be adopted immediately in order to:**

- 32 **1. Meet an imminent threat to public health, safety, or welfare;**
33 **2. Prevent a loss of commission or member state funds;**
34 **3. Meet a deadline for the promulgation of an administrative rule that is established by**
35 **federal law or rule; or**
36 **4. Protect public health and safety.**
37

38 **ARTICLE IX**
39 **FACILITATING INFORMATION EXCHANGE**
40

41 **A. The Interstate Teacher Mobility Compact Commission shall provide for facilitating the**
42 **exchange of information to administer and implement the provisions of this Compact in ac-**
43 **cordance with the rules of the commission, consistent with generally accepted data pro-**
44 **tection principles.**

45 **B. Nothing in this Compact shall be deemed or construed to alter, limit, or inhibit the**

1 power of a member state to control and maintain ownership of its licensee information or
2 alter, limit, or inhibit the laws or regulations governing licensee information in the member
3 state.

4
5 **ARTICLE X**
6 **OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT**
7

8 **A. Oversight.**

9 1. The executive and judicial branches of state government in each member state shall
10 enforce this Compact and take all actions necessary and appropriate to effectuate the pur-
11 poses and intent of this Compact. The provisions of this Compact shall have standing as
12 statutory law.

13 2. Venue in proper and judicial proceedings by or against the Interstate Teacher Mobility
14 Compact Commission shall be brought solely and exclusively in a court of competent juris-
15 diction where the principal office of the commission is located. The commission may waive
16 venue and jurisdictional defenses to the extent it adopts or consents to participate in alter-
17 native dispute resolution proceedings. Nothing herein shall affect or limit the selection or
18 propriety of venue in any action against a licensee for professional malpractice, misconduct
19 or any such similar matter.

20 3. All courts and all administrative agencies shall take judicial notice of this Compact,
21 the rules of the commission, and any information provided to a member state pursuant
22 thereto in any judicial or quasi-judicial proceeding in a member state pertaining to the sub-
23 ject matter of this Compact, or which may affect the powers, responsibilities, or actions of
24 the commission.

25 4. The commission shall be entitled to receive service of process in any proceeding re-
26 garding the enforcement or interpretation of this Compact and shall have standing to inter-
27 vene in such a proceeding for all purposes. Failure to provide the commission service of
28 process shall render a judgment or order void as to the commission, this Compact, or
29 promulgated rules.

30 **B. Default, technical assistance, and termination.**

31 1. If the commission determines that a member state has defaulted in the performance
32 of its obligations or responsibilities under this Compact or the promulgated rules, the com-
33 mission shall:

34 a. Provide written notice to the defaulting state and other member states of the nature
35 of the default, the proposed means of curing the default or any other action to be taken by
36 the commission; and

37 b. Provide remedial training and specific technical assistance regarding the default.

38 C. If a state in default fails to cure the default, the defaulting state may be terminated
39 from this Compact upon an affirmative vote of a majority of the commissioners of the
40 member states, and all rights, privileges, and benefits conferred on that state by this Com-
41 pact may be terminated on the effective date of termination. A cure of the default does not
42 relieve the offending state of obligations or liabilities incurred during the period of default.

43 D. Termination of membership in this Compact shall be imposed only after all other
44 means of securing compliance have been exhausted. Notice of intent to suspend or terminate
45 shall be given by the commission to the governor, the majority and minority leaders of the

1 defaulting state’s legislature, the state licensing authority, and each of the member states.

2 E. A state that has been terminated is responsible for all assessments, obligations, and
3 liabilities incurred through the effective date of termination, including obligations that ex-
4 tend beyond the effective date of termination.

5 F. The commission shall not bear any costs related to a state that is found to be in de-
6 fault or that has been terminated from this Compact, unless agreed upon in writing between
7 the commission and the defaulting state.

8 G. The defaulting state may appeal the action of the commission by petitioning the
9 United States District Court for the District of Columbia or the federal district where the
10 commission has its principal offices. The prevailing party shall be awarded all costs of such
11 litigation, including reasonable attorney fees.

12 H. Dispute resolution.

13 1. Upon request by a member state, the commission shall attempt to resolve disputes
14 related to this Compact that arise among member states or between member and nonmem-
15 ber states.

16 2. The commission shall promulgate a rule providing for both binding and nonbinding al-
17 ternative dispute resolution for disputes as appropriate.

18 I. Enforcement.

19 1. The commission, in the reasonable exercise of its discretion, shall enforce the pro-
20 visions and rules of this Compact.

21 2. By majority vote, the commission may initiate legal action in the United States Dis-
22 trict Court for the District of Columbia or the federal district where the commission has its
23 principal offices against a member state in default to enforce compliance with the provisions
24 of this Compact and its promulgated rules and bylaws. The relief sought may include both
25 injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing
26 party shall be awarded all costs of such litigation, including reasonable attorney fees. The
27 remedies herein shall not be the exclusive remedies of the commission. The commission may
28 pursue any other remedies available under federal or state law.

29
30 **ARTICLE XI**
31 **EFFECTUATION, WITHDRAWAL, AND AMENDMENT**
32

33 A. This Compact shall come into effect on the date on which the statute of this Compact
34 is enacted into law in the tenth member state.

35 1. On or after the effective date of this Compact, the Interstate Teacher Mobility Com-
36 pact Commission shall convene and review the enactment of each of the charter member
37 states to determine if the statute enacted by each such charter member state is materially
38 different from the model statute of this Compact.

39 2. A charter member state whose enactment is found to be materially different from the
40 model statute of this Compact shall be entitled to the default process set forth in Article
41 X.

42 3. Member states enacting this Compact subsequent to the charter member states shall
43 be subject to the process set forth in Article VII.C.20 to determine if their enactments are
44 materially different from the model statute of this Compact and whether they qualify for
45 participation in this Compact.

1 **B. If any member state is later found to be in default, or is terminated or withdraws**
2 **from this Compact, the commission shall remain in existence and this Compact shall remain**
3 **in effect even if the number of member states should be less than 10.**

4 **C. Any state that joins this Compact after the commission's initial adoption of the rules**
5 **and bylaws shall be subject to the rules and bylaws as they exist on the date on which this**
6 **Compact becomes law in that state. Any rule that has been previously adopted by the com-**
7 **mission shall have the full force and effect of law on the day this Compact becomes law in**
8 **that state, as the rules and bylaws may be amended as provided in this Compact.**

9 **D. Any member state may withdraw from this Compact by enacting a statute repealing**
10 **the same.**

11 **1. A member state's withdrawal shall not take effect until six months after enactment**
12 **of the repealing statute.**

13 **2. Withdrawal shall not affect the continuing requirement of the withdrawing state's li-**
14 **censing authority to comply with the investigative and adverse action reporting require-**
15 **ments of this Compact prior to the effective date of withdrawal.**

16 **E. This Compact may be amended by the member states. No amendment to this Compact**
17 **shall become effective and binding upon any member state until it is enacted into the laws**
18 **of all member states.**

19
20 **ARTICLE XII**
21 **CONSTRUCTION AND SEVERABILITY**
22

23 **This Compact shall be liberally construed to effectuate the purposes thereof. The pro-**
24 **visions of this Compact shall be severable and if any phrase, clause, sentence, or provision**
25 **of this Compact is declared to be contrary to the constitution of any member state or of a**
26 **state seeking membership in this Compact, or to the Constitution of the United States, or**
27 **the applicability thereof to any other government, agency, person, or circumstance is held**
28 **invalid, the validity of the remainder of this Compact and the applicability thereof to any**
29 **government, agency, person, or circumstance shall not be affected thereby. If this Compact**
30 **shall be held contrary to the constitution of any member state, this Compact shall remain**
31 **in full force and effect as to the remaining member states and in full force and effect as to**
32 **the member state affected as to all severable matters.**

33
34 **ARTICLE XIII**
35 **CONSISTENT EFFECT AND CONFLICT WITH**
36 **OTHER STATE LAWS**
37

38 **A. Nothing herein shall prevent or inhibit the enforcement of any other law of a member**
39 **state that is not inconsistent with this Compact.**

40 **B. Any laws, statutes, regulations, or other legal requirements in a member state in**
41 **conflict with this Compact are superseded to the extent of the conflict.**

42 **C. All permissible agreements between the Interstate Teacher Mobility Compact Com-**
43 **mission and the member states are binding in accordance with their terms.**
44

