

**B-Engrossed**  
**Senate Bill 279**

Ordered by the House May 10  
Including Senate Amendments dated February 27 and House Amendments  
dated May 10

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.

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**

1  
2 Relating to educator mobility through an interstate agreement.

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

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

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9 **ARTICLE I**  
10 **PURPOSE**

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

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

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

19 **B. Support the relocation of eligible military spouses;**

20 **C. Facilitate and enhance the exchange of licensure, investigative, and disciplinary in-**  
21 **formation between the member states;**

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

24 **E. Support the retention of teachers in the profession by removing barriers to**  
25 **relicensure in a new state; and**

26 **F. Maintain state sovereignty in the regulation of the teaching profession.**

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

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3                                   **ARTICLE II**  
4                                   **DEFINITIONS**

5  
6           **As used in this Compact, and except as otherwise provided, the following definitions shall**  
7 **govern the terms herein:**

8           **A. “Active military member” means any person with full-time duty status in the Armed**  
9 **Forces of the United States, including members of the National Guard and Reserve.**

10          **B. “Adverse action” means any limitation or restriction imposed by a member state’s li-**  
11 **censing authority, such as revocation, suspension, reprimand, probation, or limitation on the**  
12 **licensee’s ability to work as a teacher.**

13          **C. “Bylaws” means those bylaws established by the Interstate Teacher Mobility Compact**  
14 **Commission.**

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

19          **E. “Charter member states” means a member state that has enacted legislation to adopt**  
20 **this Compact when such legislation predates the initial meeting of the commission after the**  
21 **effective date of this Compact.**

22          **F. “Commission” means the interstate administrative body, which has a membership that**  
23 **consists of delegates of all states that have enacted this Compact and which is known as the**  
24 **Interstate Teacher Mobility Compact Commission.**

25          **G. “Commissioner” means the delegate of a member state.**

26          **H. “Eligible license” means a license to engage in the teaching profession that requires**  
27 **at least a bachelor’s degree and the completion of a state approved program for teacher**  
28 **licensure.**

29          **I. “Eligible military spouse” means the surviving spouse of a deceased military member**  
30 **or the spouse of any individual in full-time duty status in the active Armed Forces of the**  
31 **United States including members of the National Guard and Reserve moving as a result of**  
32 **a military mission or military career progression requirements or on a terminal move as a**  
33 **result of separation or retirement.**

34          **J. “Executive committee” means a group of commissioners elected or appointed to act**  
35 **on behalf of, and within the powers granted to them by, the commission as provided for**  
36 **herein.**

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

40          **L. “Member state” means any state that has adopted this Compact, including all agencies**  
41 **and officials of the state.**

42          **M. “Receiving state” means any state where a teacher has applied for licensure under**  
43 **this Compact.**

44          **N. “Rule” means any regulation that is promulgated by the commission under this**  
45 **Compact and that shall have the force of law in each member state.**

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

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

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

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

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

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17 **ARTICLE III**  
18 **LICENSURE UNDER THIS COMPACT**  
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20 A. Licensure under this Compact pertains only to the initial grant of a license by the  
21 receiving state. Nothing herein applies to any subsequent or ongoing compliance require-  
22 ments that a receiving state might require for teachers.

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

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

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

43 E. For a teacher holding an unencumbered license that is a career and technical educa-  
44 tion license, the receiving state shall grant an unencumbered license equivalent to the career  
45 and technical education license held by the applying teacher and issued by another member

1 state, as determined by the receiving state in its sole discretion, except when a career and  
2 technical education teacher does not hold a bachelor's degree and the receiving state re-  
3 quires a bachelor's degree for licenses to teach career and technical education. A receiving  
4 state may require career and technical education teachers to meet state industry recognized  
5 requirements, if required by law in the receiving state.

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7 **ARTICLE IV**  
8 **LICENSURE NOT UNDER THIS COMPACT**  
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10 **A. Except as provided in Article III above, nothing in this Compact shall be construed**  
11 **to limit or inhibit the power of a member state to regulate licensure or endorsements over-**  
12 **seen by the member state's licensing authority.**

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

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

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

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

- 26 **1. Award teaching licenses or other benefits based on additional professional credentials,**  
27 **including national board certification;**  
28 **2. Participate in the exchange of names of teachers whose license has been subject to an**  
29 **adverse action by a member state; or**  
30 **3. Participate in any agreement or cooperative arrangement with a nonmember state.**

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32 **ARTICLE V**  
33 **TEACHER QUALIFICATIONS AND REQUIREMENTS**  
34 **FOR LICENSURE UNDER THIS COMPACT**  
35

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

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

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

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

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**ARTICLE VI**  
**DISCIPLINE AND ADVERSE ACTIONS**

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

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

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**ARTICLE VII**  
**ESTABLISHMENT OF THE INTERSTATE TEACHER**  
**MOBILITY COMPACT COMMISSION**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Establish the fiscal year of the commission.**

**3. Establish bylaws for the commission.**

**4. Maintain the commission's financial records in accordance with the bylaws of the**

1 **commission.**

2 **5. Meet and take such actions as are consistent with the provisions of this Compact, the**  
3 **bylaws, and rules of the commission.**

4 **6. Promulgate uniform rules to implement and administer this Compact. The rules shall**  
5 **have the force and effect of law and shall be binding on all member states, except that,**  
6 **notwithstanding any term to the contrary in this Compact, such rules shall be binding on the**  
7 **State of Oregon only to the extent they are adopted as rules by the state's licensing au-**  
8 **thority. In the event the commission exercises its rulemaking authority in a manner that is**  
9 **beyond the scope of the purposes of this Compact, or the powers granted hereunder, then**  
10 **such an action by the commission shall be invalid and have no force and effect of law.**

11 **7. Bring and prosecute legal proceedings or actions in the name of the commission, pro-**  
12 **vided that the standing of any member state licensing authority to sue or be sued under**  
13 **applicable law shall not be affected.**

14 **8. Purchase and maintain insurance and bonds.**

15 **9. Borrow, accept, or contract for services of personnel, including, but not limited to,**  
16 **employees of a member state, or an associated nongovernmental organization that is open**  
17 **to membership by all states.**

18 **10. Hire employees, elect or appoint officers, fix compensation, define duties, grant such**  
19 **individuals appropriate authority to carry out the purposes of this Compact, and establish**  
20 **the commission's personnel policies and programs relating to conflicts of interest, qualifica-**  
21 **tions of personnel, and other related personnel matters.**

22 **11. Lease, purchase, accept appropriate gifts or donations of, or otherwise own, hold,**  
23 **improve, or use, any property, real, personal, or mixed, provided that at all times the com-**  
24 **mission shall avoid any appearance of impropriety or conflict of interest.**

25 **12. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any**  
26 **property real, personal, or mixed.**

27 **13. Establish a budget and make expenditures.**

28 **14. Borrow money.**

29 **15. Appoint committees, including standing committees composed of members and such**  
30 **other interested persons as may be designated in this Compact, rules, or bylaws.**

31 **16. Provide information to and receive information from, and cooperate with, law**  
32 **enforcement agencies.**

33 **17. Establish and elect an executive committee.**

34 **18. Establish and develop a charter for an executive information governance committee**  
35 **to advise on facilitating exchange of information, use of information, data privacy, and**  
36 **technical support needs, and provide reports as needed.**

37 **19. Perform such other functions as may be necessary or appropriate to achieve the**  
38 **purposes of this Compact consistent with the state regulation of teacher licensure.**

39 **20. Determine whether a state's adopted language is materially different from the model**  
40 **language of this Compact such that the state would not qualify for participation in this**  
41 **Compact.**

42 **D. The executive committee of the Interstate Teacher Mobility Compact Commission.**

43 **1. The executive committee shall have the power to act on behalf of the commission ac-**  
44 **ording to the terms of this Compact.**

45 **2. The executive committee shall be composed of eight voting members:**

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

1 reference each relevant exempting provision.

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

8 **7. Financing of the commission.**

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

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

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

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

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

25 **8. Qualified immunity, defense, and indemnification.**

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

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

44 **c. The commission shall indemnify and hold harmless any member, officer, executive di-**  
45 **rector, employee, or representative of the commission for the amount of any settlement or**



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

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8 **ARTICLE VIII**  
9 **RULEMAKING**

10  
11 **A. The Interstate Teacher Mobility Compact Commission shall exercise its rulemaking**  
12 **powers pursuant to the criteria set forth in this Compact and the rules adopted thereunder.**  
13 **Rules and amendments shall become binding as of the date specified in each rule or amend-**  
14 **ment, except that, notwithstanding any term to the contrary in this Compact, such rules and**  
15 **amendments shall be binding on the State of Oregon only to the extent they are adopted as**  
16 **rules by the state’s licensing authority.**

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

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

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

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

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

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

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



1 shall be given by the commission to the governor, the majority and minority leaders of the  
2 defaulting state's legislature, the state licensing authority, and each of the member states.

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

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

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

13 H. Dispute resolution.

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

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

19 I. Enforcement.

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

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

30  
31 ARTICLE XI

32 EFFECTUATION, WITHDRAWAL, AND AMENDMENT

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

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

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

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

1 participation in this Compact.

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

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

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

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

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

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

20  
21 **ARTICLE XII**  
22 **CONSTRUCTION AND SEVERABILITY**  
23

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

34  
35 **ARTICLE XIII**  
36 **CONSISTENT EFFECT AND CONFLICT WITH**  
37 **OTHER STATE LAWS**  
38

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

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

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

45 D. Notwithstanding any term to the contrary in this Compact:

1       **1. No term of this Compact may be construed to require the State of Oregon to make**  
2 **any payment to the commission or to any other person, entity, or public body, whether**  
3 **domiciled in the State of Oregon or in any other state, territory, or foreign country, other**  
4 **than pursuant to the laws of the State of Oregon regarding the appropriation and expendi-**  
5 **ture of the funds of the State of Oregon; and**

6       **2. The State of Oregon's payment of any amounts due under this Compact to the com-**  
7 **mission, including any assessments or fees imposed under Article VII.D.7.c, or to any other**  
8 **person, entity, or public body, whether domiciled in the State of Oregon or any other state,**  
9 **territory, or foreign country, is conditioned on and subject to the State of Oregon's receiving**  
10 **appropriations, limitations, allotments or other expenditure authority to allow the State of**  
11 **Oregon, in the exercise of its reasonable administrative discretion, to make such payment.**

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