

Requested by SENATE COMMITTEE ON EDUCATION

**PROPOSED AMENDMENTS TO  
SENATE BILL 279**

1 Delete lines 4 through 10 of the printed bill and insert:

2 **“SECTION 1. The Interstate Teacher Mobility Compact is enacted**  
3 **into law and entered into on behalf of this state with all other juris-**  
4 **dictions legally joining therein in the form substantially as follows:**

5 “

---

6 **ARTICLE I**

7 **PURPOSE**

8  
9 **“The purpose of this Compact is to facilitate the mobility of teach-**  
10 **ers across the member states, with the goal of supporting teachers**  
11 **through a new pathway to licensure. Through this Compact, the**  
12 **member states seek to establish a collective regulatory framework**  
13 **that expedites and enhances the ability of teachers to move across**  
14 **state lines.**

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

17 **“A. Create a streamlined pathway to licensure mobility for teach-**  
18 **ers;**

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

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

1 **“D. Enhance the power of state and district level education officials**  
2 **to hire qualified, competent teachers by removing barriers to the em-**  
3 **ployment of out-of-state teachers;**

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

6 **“F. Maintain state sovereignty in the regulation of the teaching**  
7 **profession.**

8 **“The member states hereby ratify the same intentions by subscrib-**  
9 **ing hereto.**

10  
11 **ARTICLE II**  
12 **DEFINITIONS**  
13

14 **“As used in this Compact, and except as otherwise provided, the**  
15 **following definitions shall govern the terms herein:**

16 **“A. ‘Active military member’ means any person with full-time duty**  
17 **status in the uniformed service of the United States, including mem-**  
18 **bers of the National Guard and Reserve.**

19 **“B. ‘Adverse action’ means any limitation or restriction imposed**  
20 **by a member state’s licensing authority, such as revocation, suspen-**  
21 **sion, reprimand, probation, or limitation on the licensee’s ability to**  
22 **work as a teacher.**

23 **“C. ‘Bylaws’ means those bylaws established by the Interstate**  
24 **Teacher Mobility Compact Commission.**

25 **“D. ‘Career and technical education license’ means a current, valid**  
26 **authorization issued by a member state’s licensing authority allowing**  
27 **an individual to serve as a teacher in prekindergarten through grade**  
28 **12 public educational settings in a specific career and technical edu-**  
29 **cation area.**

30 **“E. ‘Charter member states’ means a member state that has en-**

1 acted legislation to adopt this Compact when such legislation predates  
2 the initial meeting of the commission after the effective date of this  
3 Compact.

4 “F. ‘Commission’ means the interstate administrative body, which  
5 has a membership that consists of delegates of all states that have  
6 enacted this Compact and which is known as the Interstate Teacher  
7 Mobility Compact Commission.

8 “G. ‘Commissioner’ means the delegate of a member state.

9 “H. ‘Eligible license’ means a license to engage in the teaching  
10 profession that requires at least a bachelor’s degree and the com-  
11 pletion of a state approved program for teacher licensure.

12 “I. ‘Eligible military spouse’ means the surviving spouse of a de-  
13 ceased military member or the spouse of any individual in full-time  
14 duty status in the active uniformed service of the United States in-  
15 cluding members of the National Guard and Reserve on active duty  
16 moving as a result of a military mission or military career progression  
17 requirements or on a terminal move as a result of separation or re-  
18 tirement.

19 “J. ‘Executive committee’ means a group of commissioners elected  
20 or appointed to act on behalf of, and within the powers granted to  
21 them by, the commission as provided for herein.

22 “K. ‘Licensing authority’ means an official, agency, board, or other  
23 entity of a state that is responsible for the licensing and regulation  
24 of teachers authorized to teach in prekindergarten through grade 12  
25 public educational settings.

26 “L. ‘Member state’ means any state that has adopted this Compact,  
27 including all agencies and officials of the state.

28 “M. ‘Receiving state’ means any state where a teacher has applied  
29 for licensure under this Compact.

30 “N. ‘Rule’ means any regulation that is promulgated by the com-

1 mission under this Compact and that shall have the force of law in  
2 each member state.

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

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

9 “Q. ‘State specific requirements’ means a requirement for licensure  
10 covered in coursework or examination that includes content of unique  
11 interest to the state.

12 “R. ‘Teacher’ means an individual who currently holds an authori-  
13 zation from a member state that forms the basis for employment in  
14 the prekindergarten through grade 12 public schools of the state to  
15 provide instruction in a specific subject area, grade level, or student  
16 population.

17 “S. ‘Unencumbered license’ means a current, valid authorization  
18 issued by a member state’s licensing authority allowing an individual  
19 to serve as a teacher in prekindergarten through grade 12 public edu-  
20 cational settings. An unencumbered license is not a restricted,  
21 probationary, provisional, substitute, or temporary credential.

22

23

### ARTICLE III

24

### LICENSURE UNDER THIS COMPACT

25

26 “A. Licensure under this Compact pertains only to the initial grant  
27 of a license by the receiving state. Nothing herein applies to any sub-  
28 sequent or ongoing compliance requirements that a receiving state  
29 might require for teachers.

30 “B. Each member state shall, in accordance with the rules of the

1 Interstate Teacher Mobility Compact Commission, define, compile, and  
2 update as necessary a list of eligible licenses and career and technical  
3 education licenses that the member state is willing to consider for  
4 equivalency under this Compact and provide the list to the commis-  
5 sion. The list shall include those licenses that a receiving state is  
6 willing to grant to teachers from other member states, pending a de-  
7 termination of equivalency by the receiving state’s licensing authority.

8 “C. Upon the receipt of an application for licensure by a teacher  
9 holding an unencumbered eligible license, the receiving state shall  
10 determine which of the receiving state’s eligible licenses the teacher  
11 is qualified to hold and shall grant such a license or licenses to the  
12 applicant. Such a determination shall be made in the sole discretion  
13 of the receiving state’s licensing authority and may include a deter-  
14 mination that the applicant is not eligible for any of the receiving  
15 state’s eligible licenses. For all teachers who hold an unencumbered  
16 license, the receiving state shall grant one or more unencumbered li-  
17 censes that, in the receiving state’s sole discretion, are equivalent to  
18 the licenses held by the teacher in any other member state.

19 “D. For active military members and eligible military spouses who  
20 hold a license that is not an unencumbered license, the receiving state  
21 shall grant an equivalent license or licenses that, in the receiving  
22 state’s sole discretion, is equivalent to the license or licenses held by  
23 the teacher in any other member state, except when the receiving  
24 state does not have an equivalent license.

25 “E. For a teacher holding an unencumbered license that is a career  
26 and technical education license, the receiving state shall grant an  
27 unencumbered license equivalent to the career and technical education  
28 license held by the applying teacher and issued by another member  
29 state, as determined by the receiving state in its sole discretion, except  
30 when a career and technical education teacher does not hold a

1 bachelor's degree and the receiving state requires a bachelor's degree  
2 for licenses to teach career and technical education. A receiving state  
3 may require career and technical education teachers to meet state  
4 industry recognized requirements, if required by law in the receiving  
5 state.

6  
7 **ARTICLE IV**  
8 **LICENSURE NOT UNDER THIS COMPACT**  
9

10 **“A. Except as provided in Article III above, nothing in this Compact**  
11 **shall be construed to limit or inhibit the power of a member state to**  
12 **regulate licensure or endorsements overseen by the member state’s**  
13 **licensing authority.**

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

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

21 **“D. Nothing in this Compact shall be construed to limit the power**  
22 **of a member state to control and maintain ownership of its informa-**  
23 **tion pertaining to teachers, or limit the application of a member**  
24 **state’s laws or regulations governing the ownership, use, or dissem-**  
25 **ination of information pertaining to teachers.**

26 **“E. Nothing in this Compact shall be construed to invalidate or al-**  
27 **ter any existing agreement or other cooperative arrangement that a**  
28 **member state may already be a party to, or limit the ability of a**  
29 **member state to participate in any future agreement or other cooper-**  
30 **ative arrangement to:**

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

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

5       **“3. Participate in any agreement or cooperative arrangement with**  
6 **a nonmember state.**

7  
8                                   **ARTICLE V**  
9                           **TEACHER QUALIFICATIONS AND REQUIREMENTS**  
10                           **FOR LICENSURE UNDER THIS COMPACT**

11  
12       **“A. Except as provided for active military members or eligible mil-**  
13 **itary spouses in Article III.D above, a teacher may only be eligible to**  
14 **receive a license under this Compact when that teacher holds an un-**  
15 **encumbered license in a member state.**

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

18       **“1. Upon the teacher’s application to receive a license under this**  
19 **Compact, undergo a criminal background check in the receiving state**  
20 **in accordance with the laws and regulations of the receiving state; and**

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

24  
25                                   **ARTICLE VI**  
26                           **DISCIPLINE AND ADVERSE ACTIONS**

27  
28       **“A. Nothing in this Compact shall be deemed or construed to limit**  
29 **the authority of a member state to investigate or impose disciplinary**  
30 **measures on teachers according to the state practice laws thereof.**

1 **“B. Member states shall be authorized to receive, and shall provide,**  
2 **files and information regarding the investigation and discipline, if any,**  
3 **of teachers in other member states upon request. Any member state**  
4 **receiving such information or files shall protect and maintain the se-**  
5 **curity and confidentiality thereof, in at least the same manner that**  
6 **it maintains its own investigatory or disciplinary files and informa-**  
7 **tion. Prior to disclosing any disciplinary or investigatory information**  
8 **received from another member state, the disclosing state shall com-**  
9 **municate its intention and purpose for such disclosure to the member**  
10 **state which originally provided that information.**

11

12

## **ARTICLE VII**

13

### **ESTABLISHMENT OF THE INTERSTATE TEACHER**

14

#### **MOBILITY COMPACT COMMISSION**

15

16 **“A. The interstate compact member states hereby create and es-**  
17 **tablish a joint public agency known as the Interstate Teacher Mobility**  
18 **Compact Commission.**

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

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

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

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

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

29 **“3. Any commissioner may be removed or suspended from office as**  
30 **provided by the law of the state from which the commissioner is ap-**



1 pointed.

2 “4. The member state shall fill any vacancy occurring in the com-  
3 mission within 90 days.

4 “5. Each commissioner shall be entitled to one vote about the  
5 promulgation of rules and creation of bylaws and shall otherwise have  
6 an opportunity to participate in the business and affairs of the com-  
7 mission. A commissioner shall vote in person or by such other means  
8 as provided in the bylaws. The bylaws may provide for commissioners’  
9 participation in meetings by telephone or other means of communi-  
10 cation.

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

13 “7. The commission shall establish by rule a term of office for  
14 commissioners.

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

16 “1. Establish a code of ethics for the commission.

17 “2. Establish the fiscal year of the commission.

18 “3. Establish bylaws for the commission.

19 “4. Maintain the commission’s financial records in accordance with  
20 the bylaws of the commission.

21 “5. Meet and take such actions as are consistent with the provisions  
22 of this Compact, the bylaws, and rules of the commission.

23 “6. Promulgate uniform rules to implement and administer this  
24 Compact. The rules shall have the force and effect of law and shall be  
25 binding on all member states. In the event the commission exercises  
26 its rulemaking authority in a manner that is beyond the scope of the  
27 purposes of this Compact, or the powers granted hereunder, then such  
28 an action by the commission shall be invalid and have no force and  
29 effect of law.

30 “7. Bring and prosecute legal proceedings or actions in the name

1 of the commission, provided that the standing of any member state  
2 licensing authority to sue or be sued under applicable law shall not  
3 be affected.

4 **“8. Purchase and maintain insurance and bonds.**

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

9 **“10. Hire employees, elect or appoint officers, fix compensation,**  
10 **define duties, grant such individuals appropriate authority to carry out**  
11 **the purposes of this Compact, and establish the commission’s person-**  
12 **nel policies and programs relating to conflicts of interest, qualifica-**  
13 **tions of personnel, and other related personnel matters.**

14 **“11. Lease, purchase, accept appropriate gifts or donations of, or**  
15 **otherwise own, hold, improve, or use, any property, real, personal, or**  
16 **mixed, provided that at all times the commission shall avoid any ap-**  
17 **pearance of impropriety or conflict of interest.**

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

20 **“13. Establish a budget and make expenditures.**

21 **“14. Borrow money.**

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

25 **“16. Provide information to and receive information from, and co-**  
26 **operate with, law enforcement agencies.**

27 **“17. Establish and elect an executive committee.**

28 **“18. Establish and develop a charter for an executive information**  
29 **governance committee to advise on facilitating exchange of informa-**  
30 **tion, use of information, data privacy, and technical support needs,**

1 and provide reports as needed.

2 “19. Perform such other functions as may be necessary or appro-  
3 priate to achieve the purposes of this Compact consistent with the  
4 state regulation of teacher licensure.

5 “20. Determine whether a state’s adopted language is materially  
6 different from the model language of this Compact such that the state  
7 would not qualify for participation in this Compact.

8 “D. The executive committee of the Interstate Teacher Mobility  
9 Compact Commission.

10 “1. The executive committee shall have the power to act on behalf  
11 of the commission according to the terms of this Compact.

12 “2. The executive committee shall be composed of eight voting  
13 members:

14 “a. The commission chair, vice chair, and treasurer; and

15 “b. Five members who are elected by the commission from the  
16 current membership, of whom:

17 “i. Four voting members representing geographic regions in ac-  
18 cordance with commission rules; and

19 “ii. One at large voting member in accordance with commission  
20 rules.

21 “3. The commission may add or remove members of the executive  
22 committee as provided in commission rules.

23 “4. The executive committee shall meet at least once annually.

24 “5. The executive committee shall have the following duties and  
25 responsibilities:

26 “a. Recommend to the entire commission changes to the rules or  
27 bylaws, changes to the legislation of this Compact, fees paid by mem-  
28 ber states of this Compact such as annual dues, and any fee charged  
29 under this Compact by the member states on behalf of the commis-  
30 sion.

1       **“b. Ensure commission administration services are appropriately**  
2 **provided, contractual or otherwise.**

3       **“c. Prepare and recommend the budget.**

4       **“d. Maintain financial records on behalf of the commission.**

5       **“e. Monitor compliance of member states and provide reports to the**  
6 **commission.**

7       **“f. Perform other duties as provided in rules or bylaws.**

8       **“6. Meetings of the commission.**

9       **“a. All meetings shall be open to the public, and public notice of**  
10 **meetings shall be given in accordance with commission bylaws.**

11       **“b. The commission or the executive committee or other commit-**  
12 **tees of the commission may convene in a closed, nonpublic meeting**  
13 **if the commission or executive committee or other committees of the**  
14 **commission must discuss:**

15       **“i. Noncompliance of a member state with its obligations under this**  
16 **Compact.**

17       **“ii. The employment, compensation, discipline, or other matters,**  
18 **practices, or procedures related to specific employees, or other matters**  
19 **related to the commission’s internal personnel practices and proce-**  
20 **dures.**

21       **“iii. Current, threatened, or reasonably anticipated litigation.**

22       **“iv. Negotiation of contracts for the purchase, lease, or sale of**  
23 **goods, services, or real estate.**

24       **“v. Accusations of any person of a crime or formal censure of any**  
25 **person.**

26       **“vi. Disclosure of trade secrets or commercial or financial infor-**  
27 **mation that is privileged or confidential.**

28       **“vii. Disclosure of information of a personal nature when disclosure**  
29 **would constitute a clearly unwarranted invasion of personal privacy.**

30       **“viii. Disclosure of investigative records compiled for law enforce-**

1 **ment purposes.**

2 **“ix. Disclosure of information related to any investigative reports**  
3 **prepared by or on behalf of or for use of the commission or other**  
4 **committee charged with responsibility of investigation or determi-**  
5 **nation of compliance issues pursuant to this Compact.**

6 **“x. Matters specifically exempted from disclosure by federal or**  
7 **member state statute.**

8 **“xi. Others matters as set forth by commission bylaws and rules.**

9 **“c. If a meeting, or portion of a meeting, is closed pursuant to this**  
10 **provision, the commission’s legal counsel or designee shall certify that**  
11 **the meeting may be closed and shall reference each relevant exempt-**  
12 **ing provision.**

13 **“d. The commission shall keep minutes of commission meetings and**  
14 **shall provide a full and accurate summary of actions taken, and the**  
15 **reasons therefore, including a description of the views expressed. All**  
16 **documents considered in connection with an action shall be identified**  
17 **in such minutes. All minutes and documents of a closed meeting shall**  
18 **remain under seal, subject to release by a majority vote of the com-**  
19 **mission or order of a court of competent jurisdiction.**

20 **“7. Financing of the commission.**

21 **“a. The commission shall pay, or provide for the payment of, the**  
22 **reasonable expenses of its establishment, organization, and ongoing**  
23 **activities.**

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

29 **“c. The commission may levy on and collect an annual assessment**  
30 **from each member state or impose fees on other parties to cover the**

1 **cost of the operations and activities of the commission, in accordance**  
2 **with the commission rules.**

3 **“d. The commission shall not incur obligations of any kind prior to**  
4 **securing the funds adequate to meet the same; nor shall the commis-**  
5 **sion pledge the credit of any of the member states, except by and with**  
6 **the authority of the member state.**

7 **“e. The commission shall keep accurate accounts of all receipts and**  
8 **disbursements. The receipts and disbursements of the commission**  
9 **shall be subject to accounting procedures established under commis-**  
10 **sion bylaws. All receipts and disbursements of funds of the commission**  
11 **shall be reviewed annually in accordance with commission bylaws, and**  
12 **a report of the review shall be included in and become part of the**  
13 **annual report of the commission.**

14 **“8. Qualified immunity, defense, and indemnification.**

15 **“a. The members, officers, executive director, employees, and rep-**  
16 **resentatives of the commission shall be immune from suit and liabil-**  
17 **ity, either personally or in their official capacity, for any claim for**  
18 **damage to or loss of property or personal injury or other civil liability**  
19 **caused by or arising out of any actual or alleged act, error, or omis-**  
20 **sion that occurred, or that the person against whom the claim is made**  
21 **had a reasonable basis for believing occurred, within the scope of**  
22 **commission employment, duties, or responsibilities; provided that**  
23 **nothing in this paragraph shall be construed to protect any such per-**  
24 **son from suit or liability for any damage, loss, injury, or liability**  
25 **caused by the intentional or willful or wanton misconduct of that**  
26 **person.**

27 **“b. The commission shall defend any member, officer, executive**  
28 **director, employee, or representative of the commission in any civil**  
29 **action seeking to impose liability arising out of any actual or alleged**  
30 **act, error, or omission that occurred within the scope of commission**

1 employment, duties, or responsibilities, or that the person against  
2 whom the claim is made had a reasonable basis for believing occurred  
3 within the scope of commission employment, duties, or responsibil-  
4 ities; provided that nothing herein shall be construed to prohibit that  
5 person from retaining his or her own counsel; and provided further,  
6 that the actual or alleged act, error, or omission did not result from  
7 that person’s intentional or willful or wanton misconduct.

8 “c. The commission shall indemnify and hold harmless any mem-  
9 ber, officer, executive director, employee, or representative of the  
10 commission for the amount of any settlement or judgment obtained  
11 against that person arising out of any actual or alleged act, error, or  
12 omission that occurred within the scope of commission employment,  
13 duties, or responsibilities, or that such person had a reasonable basis  
14 for believing occurred within the scope of commission employment,  
15 duties, or responsibilities, provided that the actual or alleged act, er-  
16 ror, or omission did not result from the intentional or willful or  
17 wanton misconduct of that person.

18  
19  
20  
21

**ARTICLE VIII  
RULEMAKING**

22 “A. The Interstate Teacher Mobility Compact Commission shall ex-  
23 ercise its rulemaking powers pursuant to the criteria set forth in this  
24 Compact and the rules adopted thereunder. Rules and amendments  
25 shall become binding as of the date specified in each rule or amend-  
26 ment.

27 “B. The commission shall promulgate reasonable rules to achieve  
28 the intent and purpose of this Compact. In the event the commission  
29 exercises its rulemaking authority in a manner that is beyond the  
30 purpose and intent of this compact, or the powers granted hereunder,

1 then such an action by the commission shall be invalid and have no  
2 force and effect of law in the member states.

3 “C. If a majority of the legislatures of the member states rejects a  
4 rule, by enactment of a statute or resolution in the same manner used  
5 to adopt this Compact within four years of the date of adoption of the  
6 rule, then such rule shall have no further force and effect in any  
7 member state.

8 “D. Rules or amendments to the rules shall be adopted or ratified  
9 at a regular or special meeting of the commission in accordance with  
10 commission rules and bylaws.

11 “E. Upon determination that an emergency exists, the commission  
12 may consider and adopt an emergency rule with 48 hours’ notice, with  
13 opportunity to comment, provided that the usual rulemaking proce-  
14 dures shall be retroactively applied to the rule as soon as reasonably  
15 possible, in no event later than 90 days after the effective date of the  
16 rule. For the purposes of this provision, an emergency rule is one that  
17 must be adopted immediately in order to:

18 “1. Meet an imminent threat to public health, safety, or welfare;

19 “2. Prevent a loss of commission or member state funds;

20 “3. Meet a deadline for the promulgation of an administrative rule  
21 that is established by federal law or rule; or

22 “4. Protect public health and safety.

23

24

## ARTICLE IX

25

### FACILITATING INFORMATION EXCHANGE

26

27 “A. The Interstate Teacher Mobility Compact Commission shall  
28 provide for facilitating the exchange of information to administer and  
29 implement the provisions of this Compact in accordance with the rules  
30 of the commission, consistent with generally accepted data protection



1 principles.

2 “B. Nothing in this Compact shall be deemed or construed to alter,  
3 limit, or inhibit the power of a member state to control and maintain  
4 ownership of its licensee information or alter, limit, or inhibit the laws  
5 or regulations governing licensee information in the member state.

6

7

## ARTICLE X

8

### OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

9

10 “A. Oversight.

11 “1. The executive and judicial branches of state government in each  
12 member state shall enforce this Compact and take all actions neces-  
13 sary and appropriate to effectuate the purposes and intent of this  
14 Compact. The provisions of this Compact shall have standing as stat-  
15 utory law.

16 “2. Venue is proper and judicial proceedings by or against the  
17 Interstate Teacher Mobility Compact Commission shall be brought  
18 solely and exclusively in a court of competent jurisdiction where the  
19 principal office of the commission is located. The commission may  
20 waive venue and jurisdictional defenses to the extent it adopts or  
21 consents to participate in alternative dispute resolution proceedings.  
22 Nothing herein shall affect or limit the selection or propriety of venue  
23 in any action against a licensee for professional malpractice, miscon-  
24 duct or any such similar matter.

25 “3. All courts and all administrative agencies shall take judicial  
26 notice of this Compact, the rules of the commission, and any infor-  
27 mation provided to a member state pursuant thereto in any judicial  
28 or quasi-judicial proceeding in a member state pertaining to the sub-  
29 ject matter of this Compact, or which may affect the powers, respon-  
30 sibilities, or actions of the commission.

1       **“4. The commission shall be entitled to receive service of process**  
2 **in any proceeding regarding the enforcement or interpretation of this**  
3 **Compact and shall have standing to intervene in such a proceeding for**  
4 **all purposes. Failure to provide the commission service of process shall**  
5 **render a judgment or order void as to the commission, this Compact,**  
6 **or promulgated rules.**

7       **“B. Default, technical assistance, and termination.**

8       **“1. If the commission determines that a member state has defaulted**  
9 **in the performance of its obligations or responsibilities under this**  
10 **Compact or the promulgated rules, the commission shall:**

11       **“a. Provide written notice to the defaulting state and other member**  
12 **states of the nature of the default, the proposed means of curing the**  
13 **default or any other action to be taken by the commission; and**

14       **“b. Provide remedial training and specific technical assistance re-**  
15 **garding the default.**

16       **“C. If a state in default fails to cure the default, the defaulting state**  
17 **may be terminated from this Compact upon an affirmative vote of a**  
18 **majority of the commissioners of the member states, and all rights,**  
19 **privileges, and benefits conferred on that state by this Compact may**  
20 **be terminated on the effective date of termination. A cure of the de-**  
21 **fault does not relieve the offending state of obligations or liabilities**  
22 **incurred during the period of default.**

23       **“D. Termination of membership in this Compact shall be imposed**  
24 **only after all other means of securing compliance have been ex-**  
25 **hausted. Notice of intent to suspend or terminate shall be given by the**  
26 **commission to the governor, the majority and minority leaders of the**  
27 **defaulting state’s legislature, the state licensing authority, and each**  
28 **of the member states.**

29       **“E. A state that has been terminated is responsible for all assess-**  
30 **ments, obligations, and liabilities incurred through the effective date**

1 of termination, including obligations that extend beyond the effective  
2 date of termination.

3 “F. The commission shall not bear any costs related to a state that  
4 is found to be in default or that has been terminated from this Com-  
5 pact, unless agreed upon in writing between the commission and the  
6 defaulting state.

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

12 “H. Dispute resolution.

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

16 “2. The commission shall promulgate a rule providing for both  
17 binding and nonbinding alternative dispute resolution for disputes as  
18 appropriate.

19 “I. Enforcement.

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

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

1 mission. The commission may pursue any other remedies available  
2 under federal or state law.

3

4

## ARTICLE XI

5

### EFFECTUATION, WITHDRAWAL, AND AMENDMENT

6

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

9 “1. On or after the effective date of this Compact, the Interstate  
10 Teacher Mobility Compact Commission shall convene and review the  
11 enactment of each of the charter member states to determine if the  
12 statute enacted by each such charter member state is materially dif-  
13 ferent from the model statute of this Compact.

14 “2. A charter member state whose enactment is found to be mate-  
15 rially different from the model statute of this Compact shall be enti-  
16 tled to the default process set forth in Article X.

17 “3. Member states enacting this Compact subsequent to the charter  
18 member states shall be subject to the process set forth in Article  
19 VII.C.20 to determine if their enactments are materially different from  
20 the model statute of this Compact and whether they qualify for par-  
21 ticipation in this Compact.

22 “B. If any member state is later found to be in default, or is ter-  
23 minated or withdraws from this Compact, the commission shall re-  
24 main in existence and this Compact shall remain in effect even if the  
25 number of member states should be less than 10.

26 “C. Any state that joins this Compact after the commission’s initial  
27 adoption of the rules and bylaws shall be subject to the rules and by-  
28 laws as they exist on the date on which this Compact becomes law in  
29 that state. Any rule that has been previously adopted by the commis-  
30 sion shall have the full force and effect of law on the day this Compact

1 becomes law in that state, as the rules and bylaws may be amended  
2 as provided in this Compact.

3 “D. Any member state may withdraw from this Compact by enact-  
4 ing a statute repealing the same.

5 “1. A member state’s withdrawal shall not take effect until six  
6 months after enactment of the repealing statute.

7 “2. Withdrawal shall not affect the continuing requirement of the  
8 withdrawing state’s licensing authority to comply with the investi-  
9 gative and adverse action reporting requirements of this Compact  
10 prior to the effective date of withdrawal.

11 “E. This Compact may be amended by the member states. No  
12 amendment to this Compact shall become effective and binding upon  
13 any member state until it is enacted into the laws of all member  
14 states.

15

16

## ARTICLE XII

17

### CONSTRUCTION AND SEVERABILITY

18

19 “This Compact shall be liberally construed to effectuate the pur-  
20 poses thereof. The provisions of this Compact shall be severable and  
21 if any phrase, clause, sentence, or provision of this Compact is de-  
22 clared to be contrary to the constitution of any member state or of a  
23 state seeking membership in this Compact, or to the Constitution of  
24 the United States, or the applicability thereof to any other govern-  
25 ment, agency, person, or circumstance is held invalid, the validity of  
26 the remainder of this Compact and the applicability thereof to any  
27 government, agency, person, or circumstance shall not be affected  
28 thereby. If this Compact shall be held contrary to the constitution of  
29 any member state, this Compact shall remain in full force and effect  
30 as to the remaining member states and in full force and effect as to

1 **the member state affected as to all severable matters.**

2

3

**ARTICLE XIII**

4

**CONSISTENT EFFECT AND CONFLICT WITH**

5

**OTHER STATE LAWS**

6

7 **“A. Nothing herein shall prevent or inhibit the enforcement of any**  
8 **other law of a member state that is not inconsistent with this Com-**  
9 **pact.**

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

13 **“C. All permissible agreements between the Interstate Teacher**  
14 **Mobility Compact Commission and the member states are binding in**  
15 **accordance with their terms.”.**

16

\_\_\_\_\_