

HOUSE BILL 1191

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By: **Delegate Mireku–North**

Introduced and read first time: February 8, 2024

Assigned to: Ways and Means

A BILL ENTITLED

1 AN ACT concerning

2 **Interstate Teacher Mobility Compact**

3 FOR the purpose of repealing certain provisions of law relating to the Interstate Agreement
4 on Qualifications of Educational Personnel; providing that certain provisions of law
5 regarding the issuance of an initial teaching certificate do not apply to certain
6 teachers under certain circumstances; entering into the Interstate Teacher Mobility
7 Compact for the purpose of authorizing regulated teachers who hold multistate
8 licenses to teach in each member state; establishing requirements for multistate
9 licensure; establishing the Interstate Teacher Mobility Compact Commission and its
10 powers and duties; providing for the withdrawal from the Compact; and generally
11 relating to the Interstate Teacher Mobility Compact.

12 BY repealing

13 Article – Education

14 Section 6–601 through 6–604 and the subtitle “Subtitle 6. Interstate Agreement on
15 Qualifications of Educational Personnel”

16 Annotated Code of Maryland

17 (2022 Replacement Volume and 2023 Supplement)

18 BY repealing and reenacting, with amendments,

19 Article – Education

20 Section 6–126

21 Annotated Code of Maryland

22 (2022 Replacement Volume and 2023 Supplement)

23 BY adding to

24 Article – Education

25 Section 6–601 to be under the new subtitle “Subtitle 6. Interstate Teacher Mobility
26 Compact”

27 Annotated Code of Maryland

28 (2022 Replacement Volume and 2023 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
2 That Section(s) 6–601 through 6–604 and the subtitle “Subtitle 6. Interstate Agreement on
3 Qualifications of Educational Personnel” of Article – Education of the Annotated Code of
4 Maryland be repealed.

5 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
6 as follows:

7 **Article – Education**

8 6–126.

9 (a) (1) This subsection applies to individuals who have graduated from a
10 teacher preparation program approved by the Department or an alternative teacher
11 preparation program.

12 (2) Beginning on July 1, 2025, to qualify for an initial certificate an
13 individual shall:

14 (i) Subject to paragraph (3) of this subsection, pass a nationally
15 recognized, portfolio–based assessment of teaching ability;

16 (ii) Pass a rigorous State–specific examination of mastery of reading
17 instruction and content for the grade level the individual will be teaching; and

18 (iii) Satisfactorily complete any other requirements established by
19 the State Board.

20 (3) An individual who graduates from a teacher preparation program in
21 the State who passed a nationally recognized, portfolio–based assessment as a requirement
22 to graduate under § 6–121 of this subtitle may not be required to take the assessment more
23 than one time.

24 (b) **(1) THIS SUBSECTION DOES NOT APPLY TO A TEACHER WHO HOLDS A**
25 **PROFESSIONAL LICENSE OR CERTIFICATE FROM A STATE FOR WHICH THE LICENSE**
26 **OR CERTIFICATE IS ACCEPTED IN ACCORDANCE WITH THE INTERSTATE TEACHER**
27 **MOBILITY COMPACT UNDER SUBTITLE 6 OF THIS TITLE.**

28 **(2)** In addition to any other requirements established by the State Board,
29 to qualify for a certificate in the State, a teacher who graduated from an institution of
30 higher education in another state or holds a professional license or certificate from another
31 state shall:

32 **[(1)] (I)** Pass an examination of teaching ability within 18 months of
33 being hired by a local school system; or

1 **[(2)] (II)** Hold an active National Board Certification from the National
 2 Board for Professional Teaching Standards.

3 (c) (1) The Department, after a reasonable period of review and assessment,
 4 shall determine whether one of the assessments of teaching skill required for initial teacher
 5 certification under this section more adequately measures the skills and knowledge
 6 required of a highly qualified teacher.

7 (2) If the Department makes a determination under paragraph (1) of this
 8 subsection that requires a revision to the statutory requirements for initial teacher
 9 certification, the Department shall, in accordance with § 2-1257 of the State Government
 10 Article, submit a report to the General Assembly on or before the next September 1 on its
 11 recommendations for revising the qualifications for initial teacher licensure.

12 (d) (1) The Department shall actively monitor and assess, during their
 13 implementation and development, new teacher standards and assessments produced under
 14 this section for any negative impact on the diversity of teacher candidates passing the
 15 initial teacher certification assessments.

16 (2) The Department shall report the results of its monitoring and
 17 assessment to the Accountability and Implementation Board established under § 5-402 of
 18 this article.

19 **SUBTITLE 6. INTERSTATE TEACHER MOBILITY COMPACT.**

20 **6-601.**

21 **THE INTERSTATE TEACHER MOBILITY COMPACT IS HEREBY ENACTED AND**
 22 **ENTERED INTO WITH ALL OTHER JURISDICTIONS THAT LEGALLY JOIN IN THIS**
 23 **COMPACT IN THE FORM SUBSTANTIALLY AS THE COMPACT APPEARS IN THIS**
 24 **SECTION AS FOLLOWS:**

25 **ARTICLE I. PURPOSE.**

26 **THE PURPOSE OF THIS COMPACT IS TO FACILITATE THE MOBILITY OF**
 27 **TEACHERS ACROSS THE MEMBER STATES, WITH THE GOAL OF SUPPORTING**
 28 **TEACHERS THROUGH A NEW PATHWAY TO LICENSURE. THROUGH THIS COMPACT,**
 29 **THE MEMBER STATES SEEK TO ESTABLISH A COLLECTIVE REGULATORY**
 30 **FRAMEWORK THAT EXPEDITES AND ENHANCES THE ABILITY OF TEACHERS TO MOVE**
 31 **ACROSS STATE LINES.**

32 **THIS COMPACT IS INTENDED TO ACHIEVE THE FOLLOWING OBJECTIVES AND**
 33 **SHOULD BE INTERPRETED ACCORDINGLY. THE MEMBER STATES HEREBY RATIFY**
 34 **THE SAME INTENTIONS BY SUBSCRIBING HERETO.**

1 **A. CREATE A STREAMLINED PATHWAY TO LICENSURE MOBILITY FOR**
2 **TEACHERS;**

3 **B. SUPPORT THE RELOCATION OF ELIGIBLE MILITARY SPOUSES;**

4 **C. FACILITATE AND ENHANCE THE EXCHANGE OF LICENSURE,**
5 **INVESTIGATIVE, AND DISCIPLINARY INFORMATION BETWEEN THE MEMBER**
6 **STATES;**

7 **D. ENHANCE THE POWER OF STATE AND DISTRICT LEVEL EDUCATION**
8 **OFFICIALS TO HIRE QUALIFIED, COMPETENT TEACHERS BY REMOVING BARRIERS**
9 **TO THE EMPLOYMENT OF OUT-OF-STATE TEACHERS;**

10 **E. SUPPORT THE RETENTION OF TEACHERS IN THE PROFESSION BY**
11 **REMOVING BARRIERS TO RE-LICENSURE IN A NEW STATE; AND**

12 **F. MAINTAIN STATE SOVEREIGNTY IN THE REGULATION OF THE TEACHING**
13 **PROFESSION.**

14 **ARTICLE II. DEFINITIONS.**

15 **AS USED IN THIS COMPACT, AND EXCEPT AS OTHERWISE PROVIDED, THE**
16 **FOLLOWING DEFINITIONS SHALL GOVERN THE TERMS HEREIN:**

17 **A. “ACTIVE MILITARY MEMBER” MEANS ANY PERSON WITH FULL-TIME**
18 **DUTY STATUS IN THE ARMED FORCES OF THE UNITED STATES, INCLUDING**
19 **MEMBERS OF THE NATIONAL GUARD AND RESERVE.**

20 **B. “ADVERSE ACTION” MEANS ANY LIMITATION OR RESTRICTION IMPOSED**
21 **BY A MEMBER STATE’S LICENSING AUTHORITY, SUCH AS REVOCATION,**
22 **SUSPENSION, REPRIMAND, PROBATION, OR LIMITATION ON THE LICENSEE’S**
23 **ABILITY TO WORK AS A TEACHER.**

24 **C. “BYLAWS” MEANS THOSE BYLAWS ESTABLISHED BY THE COMMISSION.**

25 **D. “CAREER AND TECHNICAL EDUCATION LICENSE” MEANS A CURRENT,**
26 **VALID AUTHORIZATION ISSUED BY A MEMBER STATE’S LICENSING AUTHORITY**
27 **ALLOWING AN INDIVIDUAL TO SERVE AS A TEACHER IN P-12 PUBLIC EDUCATIONAL**
28 **SETTINGS IN A SPECIFIC CAREER AND TECHNICAL EDUCATION AREA.**

29 **E. “CHARTER MEMBER STATES” MEANS A MEMBER STATE THAT HAS**
30 **ENACTED LEGISLATION TO ADOPT THIS COMPACT WHERE SUCH LEGISLATION**

1 PREDATES THE INITIAL MEETING OF THE COMMISSION AFTER THE EFFECTIVE DATE
2 OF THE COMPACT.

3 F. "COMMISSION" MEANS THE INTERSTATE ADMINISTRATIVE BODY
4 WHOSE MEMBERSHIP CONSISTS OF DELEGATES OF ALL STATES THAT HAVE
5 ENACTED THIS COMPACT, AND WHICH IS KNOWN AS THE INTERSTATE TEACHER
6 MOBILITY COMPACT COMMISSION.

7 G. "COMMISSIONER" MEANS THE DELEGATE OF A MEMBER STATE.

8 H. "ELIGIBLE LICENSE" MEANS A LICENSE TO ENGAGE IN THE TEACHING
9 PROFESSION THAT REQUIRES AT LEAST A BACHELOR'S DEGREE AND THE
10 COMPLETION OF A STATE APPROVED PROGRAM FOR TEACHER LICENSURE.

11 I. "ELIGIBLE MILITARY SPOUSE" MEANS THE SPOUSE OF ANY INDIVIDUAL
12 IN FULL-TIME DUTY STATUS IN THE ACTIVE ARMED FORCES OF THE UNITED STATES
13 INCLUDING MEMBERS OF THE NATIONAL GUARD AND RESERVE MOVING AS A
14 RESULT OF A MILITARY MISSION OR MILITARY CAREER PROGRESSION
15 REQUIREMENTS OR ON THEIR TERMINAL MOVE AS A RESULT OF SEPARATION OR
16 RETIREMENT (TO INCLUDE SURVIVING SPOUSES OF DECEASED MILITARY
17 MEMBERS).

18 J. "EXECUTIVE COMMITTEE" MEANS A GROUP OF COMMISSIONERS
19 ELECTED OR APPOINTED TO ACT ON BEHALF OF, AND WITHIN THE POWERS
20 GRANTED TO THEM BY, THE COMMISSION AS PROVIDED FOR HEREIN.

21 K. "LICENSING AUTHORITY" MEANS AN OFFICIAL, AGENCY, BOARD, OR
22 OTHER ENTITY OF A STATE THAT IS RESPONSIBLE FOR THE LICENSING AND
23 REGULATION OF TEACHERS AUTHORIZED TO TEACH IN P-12 PUBLIC EDUCATIONAL
24 SETTINGS.

25 L. "MEMBER STATE" MEANS ANY STATE THAT HAS ADOPTED THIS
26 COMPACT, INCLUDING ALL AGENCIES AND OFFICIALS OF SUCH A STATE.

27 M. "RECEIVING STATE" MEANS ANY STATE WHERE A TEACHER HAS
28 APPLIED FOR LICENSURE UNDER THIS COMPACT.

29 N. "RULE" MEANS ANY REGULATION PROMULGATED BY THE COMMISSION
30 UNDER THIS COMPACT, WHICH SHALL HAVE THE FORCE OF LAW IN EACH MEMBER
31 STATE.

32 O. "STATE" MEANS A STATE, TERRITORY, OR POSSESSION OF THE UNITED
33 STATES, AND THE DISTRICT OF COLUMBIA.

1 **P. “STATE PRACTICE LAWS” MEANS A MEMBER STATE’S LAWS, RULES,**
2 **AND REGULATIONS THAT GOVERN THE TEACHING PROFESSION, DEFINE THE SCOPE**
3 **OF SUCH PROFESSION, AND CREATE THE METHODS AND GROUNDS FOR IMPOSING**
4 **DISCIPLINE.**

5 **Q. “STATE SPECIFIC REQUIREMENTS” MEANS A REQUIREMENT FOR**
6 **LICENSURE COVERED IN COURSEWORK OR EXAMINATION THAT INCLUDES CONTENT**
7 **OF UNIQUE INTEREST TO THE STATE.**

8 **R. “TEACHER” MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS AN**
9 **AUTHORIZATION FROM A MEMBER STATE THAT FORMS THE BASIS FOR**
10 **EMPLOYMENT IN THE P-12 PUBLIC SCHOOLS OF THE STATE TO PROVIDE**
11 **INSTRUCTION IN A SPECIFIC SUBJECT AREA, GRADE LEVEL, OR STUDENT**
12 **POPULATION.**

13 **S. “UNENCUMBERED LICENSE” MEANS A CURRENT, VALID**
14 **AUTHORIZATION ISSUED BY A MEMBER STATE’S LICENSING AUTHORITY ALLOWING**
15 **AN INDIVIDUAL TO SERVE AS A TEACHER IN P-12 PUBLIC EDUCATIONAL SETTINGS.**
16 **AN UNENCUMBERED LICENSE IS NOT A RESTRICTED, PROBATIONARY,**
17 **PROVISIONAL, SUBSTITUTE OR TEMPORARY CREDENTIAL.**

18 **ARTICLE III. LICENSURE UNDER THE COMPACT.**

19 **A. LICENSURE UNDER THIS COMPACT PERTAINS ONLY TO THE INITIAL**
20 **GRANT OF A LICENSE BY THE RECEIVING STATE. NOTHING HEREIN APPLIES TO ANY**
21 **SUBSEQUENT OR ONGOING COMPLIANCE REQUIREMENTS THAT A RECEIVING STATE**
22 **MIGHT REQUIRE FOR TEACHERS.**

23 **B. EACH MEMBER STATE SHALL, IN ACCORDANCE WITH THE RULES OF**
24 **THE COMMISSION, DEFINE, COMPILE, AND UPDATE AS NECESSARY, A LIST OF**
25 **ELIGIBLE LICENSES AND CAREER AND TECHNICAL EDUCATION LICENSES THAT**
26 **THE MEMBER STATE IS WILLING TO CONSIDER FOR EQUIVALENCY UNDER THIS**
27 **COMPACT AND PROVIDE THE LIST TO THE COMMISSION. THE LIST SHALL INCLUDE**
28 **THOSE LICENSES THAT A RECEIVING STATE IS WILLING TO GRANT TO TEACHERS**
29 **FROM OTHER MEMBER STATES, PENDING A DETERMINATION OF EQUIVALENCY BY**
30 **THE RECEIVING STATE’S LICENSING AUTHORITY.**

31 **C. UPON THE RECEIPT OF AN APPLICATION FOR LICENSURE BY A**
32 **TEACHER HOLDING AN UNENCUMBERED ELIGIBLE LICENSE, THE RECEIVING**
33 **STATE SHALL DETERMINE WHICH OF THE RECEIVING STATE’S ELIGIBLE LICENSES**
34 **THE TEACHER IS QUALIFIED TO HOLD AND SHALL GRANT SUCH A LICENSE OR**
35 **LICENSES TO THE APPLICANT. SUCH A DETERMINATION SHALL BE MADE IN THE**

1 SOLE DISCRETION OF THE RECEIVING STATE'S LICENSING AUTHORITY AND MAY
2 INCLUDE A DETERMINATION THAT THE APPLICANT IS NOT ELIGIBLE FOR ANY OF
3 THE RECEIVING STATE'S ELIGIBLE LICENSES. FOR ALL TEACHERS WHO HOLD AN
4 UNENCUMBERED LICENSE, THE RECEIVING STATE SHALL GRANT ONE OR MORE
5 UNENCUMBERED LICENSE(S) THAT, IN THE RECEIVING STATE'S SOLE DISCRETION,
6 ARE EQUIVALENT TO THE LICENSE(S) HELD BY THE TEACHER IN ANY OTHER
7 MEMBER STATE.

8 D. FOR ACTIVE MILITARY MEMBERS AND ELIGIBLE MILITARY SPOUSES
9 WHO HOLD A LICENSE THAT IS NOT UNENCUMBERED, THE RECEIVING STATE SHALL
10 GRANT AN EQUIVALENT LICENSE OR LICENSES THAT, IN THE RECEIVING STATE'S
11 SOLE DISCRETION, IS EQUIVALENT TO THE LICENSE OR LICENSES HELD BY THE
12 TEACHER IN ANY OTHER MEMBER STATE, EXCEPT WHERE THE RECEIVING STATE
13 DOES NOT HAVE AN EQUIVALENT LICENSE.

14 E. FOR A TEACHER HOLDING AN UNENCUMBERED CAREER AND
15 TECHNICAL EDUCATION LICENSE, THE RECEIVING STATE SHALL GRANT AN
16 UNENCUMBERED LICENSE EQUIVALENT TO THE CAREER AND TECHNICAL
17 EDUCATION LICENSE HELD BY THE APPLYING TEACHER AND ISSUED BY ANOTHER
18 MEMBER STATE, AS DETERMINED BY THE RECEIVING STATE IN ITS SOLE
19 DISCRETION, EXCEPT WHERE A CAREER AND TECHNICAL EDUCATION TEACHER
20 DOES NOT HOLD A BACHELOR'S DEGREE AND THE RECEIVING STATE REQUIRES A
21 BACHELOR'S DEGREE FOR LICENSES TO TEACH CAREER AND TECHNICAL
22 EDUCATION. A RECEIVING STATE MAY REQUIRE CAREER AND TECHNICAL
23 EDUCATION TEACHERS TO MEET STATE INDUSTRY RECOGNIZED REQUIREMENTS,
24 IF REQUIRED BY LAW IN THE RECEIVING STATE.

25 ARTICLE IV. LICENSURE NOT UNDER THE COMPACT.

26 A. EXCEPT AS PROVIDED IN ARTICLE III ABOVE, NOTHING IN THIS
27 COMPACT SHALL BE CONSTRUED TO LIMIT OR INHIBIT THE POWER OF A MEMBER
28 STATE TO REGULATE LICENSURE OR ENDORSEMENTS OVERSEEN BY THE MEMBER
29 STATE'S LICENSING AUTHORITY.

30 B. WHEN A TEACHER IS REQUIRED TO RENEW A LICENSE RECEIVED
31 PURSUANT TO THIS COMPACT, THE STATE GRANTING SUCH A LICENSE MAY
32 REQUIRE THE TEACHER TO COMPLETE STATE SPECIFIC REQUIREMENTS AS A
33 CONDITION OF LICENSURE RENEWAL OR ADVANCEMENT IN THAT STATE.

34 C. FOR THE PURPOSES OF DETERMINING COMPENSATION, A RECEIVING
35 STATE MAY REQUIRE ADDITIONAL INFORMATION FROM TEACHERS RECEIVING A
36 LICENSE UNDER THE PROVISIONS OF THIS COMPACT.

1 **D. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO LIMIT THE**
2 **POWER OF A MEMBER STATE TO CONTROL AND MAINTAIN OWNERSHIP OF ITS**
3 **INFORMATION PERTAINING TO TEACHERS, OR LIMIT THE APPLICATION OF A**
4 **MEMBER STATE'S LAWS OR REGULATIONS GOVERNING THE OWNERSHIP, USE, OR**
5 **DISSEMINATION OF INFORMATION PERTAINING TO TEACHERS.**

6 **E. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO INVALIDATE OR**
7 **ALTER ANY EXISTING AGREEMENT OR OTHER COOPERATIVE ARRANGEMENT THAT A**
8 **MEMBER STATE MAY ALREADY BE A PARTY TO, OR LIMIT THE ABILITY OF A MEMBER**
9 **STATE TO PARTICIPATE IN ANY FUTURE AGREEMENT OR OTHER COOPERATIVE**
10 **ARRANGEMENT TO:**

11 **1. AWARD TEACHING LICENSES OR OTHER BENEFITS BASED ON**
12 **ADDITIONAL PROFESSIONAL CREDENTIALS, INCLUDING, BUT NOT LIMITED TO**
13 **NATIONAL BOARD CERTIFICATION;**

14 **2. PARTICIPATE IN THE EXCHANGE OF NAMES OF TEACHERS WHOSE**
15 **LICENSE HAS BEEN SUBJECT TO AN ADVERSE ACTION BY A MEMBER STATE; OR**

16 **3. PARTICIPATE IN ANY AGREEMENT OR COOPERATIVE**
17 **ARRANGEMENT WITH A NON-MEMBER STATE.**

18 **ARTICLE V. TEACHER QUALIFICATIONS AND REQUIREMENTS FOR LICENSURE**
19 **UNDER THE COMPACT.**

20 **A. EXCEPT AS PROVIDED FOR ACTIVE MILITARY MEMBERS OR ELIGIBLE**
21 **MILITARY SPOUSES IN ARTICLE III.D ABOVE, A TEACHER MAY ONLY BE ELIGIBLE**
22 **TO RECEIVE A LICENSE UNDER THIS COMPACT WHERE THAT TEACHER HOLDS AN**
23 **UNENCUMBERED LICENSE IN A MEMBER STATE.**

24 **B. A TEACHER ELIGIBLE TO RECEIVE A LICENSE UNDER THIS COMPACT**
25 **SHALL, UNLESS OTHERWISE PROVIDED FOR HEREIN:**

26 **1. UPON THEIR APPLICATION TO RECEIVE A LICENSE UNDER THIS**
27 **COMPACT, UNDERGO A CRIMINAL HISTORY BACKGROUND CHECK IN THE**
28 **RECEIVING STATE IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE**
29 **RECEIVING STATE; AND**

30 **2. PROVIDE THE RECEIVING STATE WITH INFORMATION IN**
31 **ADDITION TO THE INFORMATION REQUIRED FOR LICENSURE FOR THE PURPOSES OF**
32 **DETERMINING COMPENSATION, IF APPLICABLE.**

33 **ARTICLE VI. DISCIPLINE AND ADVERSE ACTIONS.**

1 **A. NOTHING IN THIS COMPACT SHALL BE DEEMED OR CONSTRUED TO**
2 **LIMIT THE AUTHORITY OF A MEMBER STATE TO INVESTIGATE OR IMPOSE**
3 **DISCIPLINARY MEASURES ON TEACHERS ACCORDING TO THE STATE PRACTICE**
4 **LAWS THEREOF.**

5 **B. MEMBER STATES SHALL BE AUTHORIZED TO RECEIVE, AND SHALL**
6 **PROVIDE, FILES AND INFORMATION REGARDING THE INVESTIGATION AND**
7 **DISCIPLINE, IF ANY, OF TEACHERS IN OTHER MEMBER STATES UPON REQUEST. ANY**
8 **MEMBER STATE RECEIVING SUCH INFORMATION OR FILES SHALL PROTECT AND**
9 **MAINTAIN THE SECURITY AND CONFIDENTIALITY THEREOF, IN AT LEAST THE SAME**
10 **MANNER THAT IT MAINTAINS ITS OWN INVESTIGATORY OR DISCIPLINARY FILES AND**
11 **INFORMATION. PRIOR TO DISCLOSING ANY DISCIPLINARY OR INVESTIGATORY**
12 **INFORMATION RECEIVED FROM ANOTHER MEMBER STATE, THE DISCLOSING STATE**
13 **SHALL COMMUNICATE ITS INTENTION AND PURPOSE FOR SUCH DISCLOSURE TO THE**
14 **MEMBER STATE THAT ORIGINALLY PROVIDED THAT INFORMATION.**

15 **ARTICLE VII. ESTABLISHMENT OF THE INTERSTATE TEACHER MOBILITY**
16 **COMPACT COMMISSION.**

17 **A. THE INTERSTATE COMPACT MEMBER STATES HEREBY CREATE AND**
18 **ESTABLISH A JOINT PUBLIC AGENCY KNOWN AS THE INTERSTATE TEACHER**
19 **MOBILITY COMPACT COMMISSION:**

20 **1. THE COMMISSION IS A JOINT INTERSTATE GOVERNMENTAL**
21 **AGENCY COMPRISED OF STATES THAT HAVE ENACTED THE INTERSTATE TEACHER**
22 **MOBILITY COMPACT.**

23 **2. NOTHING IN THIS INTERSTATE COMPACT SHALL BE CONSTRUED**
24 **TO BE A WAIVER OF SOVEREIGN IMMUNITY.**

25 **B. MEMBERSHIP, VOTING, AND MEETINGS.**

26 **1. EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE (1)**
27 **DELEGATE TO THE COMMISSION, WHO SHALL BE GIVEN THE TITLE OF**
28 **COMMISSIONER.**

29 **2. THE COMMISSIONER SHALL BE THE PRIMARY ADMINISTRATIVE**
30 **OFFICER OF THE STATE LICENSING AUTHORITY OR THEIR DESIGNEE.**

31 **3. ANY COMMISSIONER MAY BE REMOVED OR SUSPENDED FROM**
32 **OFFICE AS PROVIDED BY THE LAW OF THE STATE FROM WHICH THE COMMISSIONER**
33 **IS APPOINTED.**

1 **4. THE MEMBER STATE SHALL FILL ANY VACANCY OCCURRING IN**
2 **THE COMMISSION WITHIN 90 DAYS.**

3 **5. EACH COMMISSIONER SHALL BE ENTITLED TO ONE (1) VOTE**
4 **ABOUT THE PROMULGATION OF RULES AND CREATION OF BYLAWS AND SHALL**
5 **OTHERWISE HAVE AN OPPORTUNITY TO PARTICIPATE IN THE BUSINESS AND**
6 **AFFAIRS OF THE COMMISSION. A COMMISSIONER SHALL VOTE IN PERSON OR BY**
7 **SUCH OTHER MEANS AS PROVIDED IN THE BYLAWS. THE BYLAWS MAY PROVIDE FOR**
8 **COMMISSIONERS' PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER MEANS**
9 **OF COMMUNICATION.**

10 **6. THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH**
11 **CALENDAR YEAR. ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN THE**
12 **BYLAWS.**

13 **7. THE COMMISSION SHALL ESTABLISH BY RULE A TERM OF OFFICE**
14 **FOR 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 ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE**
20 **BYLAWS OF THE COMMISSION.**

21 **5. MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE**
22 **PROVISIONS OF THIS INTERSTATE COMPACT, THE BYLAWS, AND RULES OF THE**
23 **COMMISSION.**

24 **6. PROMULGATE UNIFORM RULES TO IMPLEMENT AND ADMINISTER**
25 **THIS INTERSTATE COMPACT. THE RULES SHALL HAVE THE FORCE AND EFFECT OF**
26 **LAW AND SHALL BE BINDING IN ALL MEMBER STATES. IN THE EVENT THE**
27 **COMMISSION EXERCISES ITS RULEMAKING AUTHORITY IN A MANNER THAT IS**
28 **BEYOND THE SCOPE OF THE PURPOSES OF THE COMPACT, OR THE POWERS**
29 **GRANTED HEREUNDER, THEN SUCH AN ACTION BY THE COMMISSION SHALL BE**
30 **INVALID AND HAVE NO FORCE AND EFFECT OF LAW.**

1 **7. BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN**
2 **THE NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY MEMBER**
3 **STATE LICENSING AUTHORITY TO SUE OR BE SUED UNDER APPLICABLE LAW MAY**
4 **NOT BE AFFECTED.**

5 **8. PURCHASE AND MAINTAIN INSURANCE AND BONDS.**

6 **9. BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,**
7 **INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A MEMBER STATE, OR AN**
8 **ASSOCIATED NONGOVERNMENTAL ORGANIZATION THAT IS OPEN TO MEMBERSHIP**
9 **BY ALL STATES.**

10 **10. HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX**
11 **COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS APPROPRIATE**
12 **AUTHORITY TO CARRY OUT THE PURPOSES OF THE COMPACT, AND ESTABLISH THE**
13 **COMMISSION'S PERSONNEL POLICIES AND PROGRAMS RELATING TO CONFLICTS OF**
14 **INTEREST, QUALIFICATIONS OF PERSONNEL, AND OTHER RELATED PERSONNEL**
15 **MATTERS.**

16 **11. LEASE, PURCHASE, ACCEPT APPROPRIATE GIFTS OR DONATIONS**
17 **OF, OR OTHERWISE OWN, HOLD, IMPROVE, OR USE, ANY PROPERTY, REAL,**
18 **PERSONAL OR MIXED, PROVIDED THAT AT ALL TIMES THE COMMISSION SHALL**
19 **AVOID ANY APPEARANCE OF IMPROPRIETY.**

20 **12. SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,**
21 **ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY REAL, PERSONAL, OR MIXED.**

22 **13. ESTABLISH A BUDGET AND MAKE EXPENDITURES.**

23 **14. BORROW MONEY.**

24 **15. APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES**
25 **COMPOSED OF MEMBERS AND SUCH OTHER INTERESTED PERSONS AS MAY BE**
26 **DESIGNATED IN THIS INTERSTATE COMPACT, RULES, OR BYLAWS.**

27 **16. PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE**
28 **WITH, LAW ENFORCEMENT AGENCIES.**

29 **17. ESTABLISH AND ELECT AN EXECUTIVE COMMITTEE.**

30 **18. ESTABLISH AND DEVELOP A CHARTER FOR AN EXECUTIVE**
31 **INFORMATION GOVERNANCE COMMITTEE TO ADVISE ON FACILITATING EXCHANGE**

1 OF INFORMATION, USE OF INFORMATION, DATA PRIVACY, AND TECHNICAL SUPPORT
2 NEEDS, AND PROVIDE REPORTS AS NEEDED.

3 19. PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR
4 APPROPRIATE TO ACHIEVE THE PURPOSES OF THIS INTERSTATE COMPACT
5 CONSISTENT WITH THE STATE REGULATION OF TEACHER LICENSURE.

6 20. DETERMINE WHETHER A STATE'S ADOPTED LANGUAGE IS
7 MATERIALLY DIFFERENT FROM THE MODEL COMPACT LANGUAGE SUCH THAT THE
8 STATE WOULD NOT QUALIFY FOR PARTICIPATION IN THE COMPACT.

9 D. THE EXECUTIVE COMMITTEE OF THE INTERSTATE TEACHER MOBILITY
10 COMPACT COMMISSION.

11 1. THE EXECUTIVE COMMITTEE SHALL HAVE THE POWER TO ACT ON
12 BEHALF OF THE COMMISSION ACCORDING TO THE TERMS OF THIS INTERSTATE
13 COMPACT.

14 2. THE EXECUTIVE COMMITTEE SHALL BE COMPOSED OF EIGHT
15 VOTING MEMBERS:

16 A. THE COMMISSION CHAIR, VICE CHAIR, AND TREASURER;
17 AND

18 B. FIVE MEMBERS WHO ARE ELECTED BY THE COMMISSION
19 FROM THE CURRENT MEMBERSHIP:

20 I. FOUR VOTING MEMBERS REPRESENTING
21 GEOGRAPHIC REGIONS IN ACCORDANCE WITH COMMISSION RULES; AND

22 II. ONE AT LARGE VOTING MEMBER IN ACCORDANCE
23 WITH COMMISSION RULES.

24 3. THE COMMISSION MAY ADD OR REMOVE MEMBERS OF THE
25 EXECUTIVE COMMITTEE AS PROVIDED IN COMMISSION RULES.

26 4. THE EXECUTIVE COMMITTEE SHALL MEET AT LEAST ONCE
27 ANNUALLY.

28 5. THE EXECUTIVE COMMITTEE SHALL HAVE THE FOLLOWING
29 DUTIES AND RESPONSIBILITIES:

1 A. RECOMMEND TO THE ENTIRE COMMISSION CHANGES TO
2 THE RULES OR BYLAWS, CHANGES TO THE COMPACT LEGISLATION, FEES PAID BY
3 INTERSTATE COMPACT MEMBER STATES SUCH AS ANNUAL DUES, AND ANY
4 COMPACT FEE CHARGED BY THE MEMBER STATES ON BEHALF OF THE COMMISSION.

5 B. ENSURE COMMISSION ADMINISTRATION SERVICES ARE
6 APPROPRIATELY PROVIDED, CONTRACTUAL OR OTHERWISE.

7 C. PREPARE AND RECOMMEND THE BUDGET.

8 D. MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE
9 COMMISSION.

10 E. MONITOR COMPLIANCE OF MEMBER STATES AND PROVIDE
11 REPORTS TO THE COMMISSION.

12 F. PERFORM OTHER DUTIES AS PROVIDED IN RULES OR
13 BYLAWS.

14 6. MEETINGS OF THE COMMISSION.

15 A. ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND
16 PUBLIC NOTICE OF MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH COMMISSION
17 BYLAWS.

18 B. THE COMMISSION OR THE EXECUTIVE COMMITTEE OR
19 OTHER COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED,
20 NON-PUBLIC MEETING IF THE COMMISSION OR EXECUTIVE COMMITTEE OR OTHER
21 COMMITTEES OF THE COMMISSION MUST DISCUSS:

22 I. NONCOMPLIANCE OF A MEMBER STATE WITH ITS
23 OBLIGATIONS UNDER THE COMPACT.

24 II. THE EMPLOYMENT, COMPENSATION, DISCIPLINE OR
25 OTHER MATTERS, PRACTICES OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES
26 OR OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL PERSONNEL
27 PRACTICES AND PROCEDURES.

28 III. CURRENT, THREATENED, OR REASONABLY
29 ANTICIPATED LITIGATION.

30 IV. NEGOTIATION OF CONTRACTS FOR THE PURCHASE,
31 LEASE, OR SALE OF GOODS, SERVICES, OR REAL ESTATE.

1 V. ACCUSING ANY PERSON OF A CRIME OR FORMALLY
2 CENSURING ANY PERSON.

3 VI. DISCLOSURE OF TRADE SECRETS OR COMMERCIAL
4 OR FINANCIAL INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL.

5 VII. DISCLOSURE OF INFORMATION OF A PERSONAL
6 NATURE WHERE DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED
7 INVASION OF PERSONAL PRIVACY.

8 VIII. DISCLOSURE OF INVESTIGATIVE RECORDS COMPILED
9 FOR LAW ENFORCEMENT PURPOSES.

10 IX. DISCLOSURE OF INFORMATION RELATED TO ANY
11 INVESTIGATIVE REPORTS PREPARED BY OR ON BEHALF OF OR FOR USE OF THE
12 COMMISSION OR OTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF
13 INVESTIGATION OR DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THE
14 COMPACT.

15 X. MATTERS SPECIFICALLY EXEMPTED FROM
16 DISCLOSURE BY FEDERAL OR MEMBER STATE STATUTE.

17 XI. OTHER MATTERS AS SET FORTH BY COMMISSION
18 BYLAWS AND RULES.

19 C. IF A MEETING, OR PORTION OF A MEETING, IS CLOSED
20 PURSUANT TO THIS PROVISION, THE COMMISSION'S LEGAL COUNSEL OR DESIGNEE
21 SHALL CERTIFY THAT THE MEETING MAY BE CLOSED AND SHALL REFERENCE EACH
22 RELEVANT EXEMPTING PROVISION.

23 D. THE COMMISSION SHALL KEEP MINUTES OF COMMISSION
24 MEETINGS AND SHALL PROVIDE A FULL AND ACCURATE SUMMARY OF ACTIONS
25 TAKEN, AND THE REASONS THEREFORE, INCLUDING A DESCRIPTION OF THE VIEWS
26 EXPRESSED. ALL DOCUMENTS CONSIDERED IN CONNECTION WITH AN ACTION
27 SHALL BE IDENTIFIED IN SUCH MINUTES. ALL MINUTES AND DOCUMENTS OF A
28 CLOSED MEETING SHALL REMAIN UNDER SEAL, SUBJECT TO RELEASE BY A
29 MAJORITY VOTE OF THE COMMISSION OR ORDER OF A COURT OF COMPETENT
30 JURISDICTION.

31 7. FINANCING OF THE COMMISSION.

1 A. **THE COMMISSION SHALL PAY, OR PROVIDE FOR THE**
2 **PAYMENT OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION,**
3 **AND ONGOING ACTIVITIES.**

4 B. **THE COMMISSION MAY ACCEPT ALL APPROPRIATE**
5 **DONATIONS AND GRANTS OF MONEY, EQUIPMENT, SUPPLIES, MATERIALS, AND**
6 **SERVICES, AND RECEIVE, UTILIZE, AND DISPOSE OF THE SAME, PROVIDED THAT AT**
7 **ALL TIMES THE COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY OR**
8 **CONFLICT OF INTEREST.**

9 C. **THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL**
10 **ASSESSMENT FROM EACH MEMBER STATE OR IMPOSE FEES ON OTHER PARTIES TO**
11 **COVER THE COST OF THE OPERATIONS AND ACTIVITIES OF THE COMMISSION, IN**
12 **ACCORDANCE WITH THE COMMISSION RULES.**

13 D. **THE COMMISSION MAY NOT INCUR OBLIGATIONS OF ANY**
14 **KIND PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME; NOR SHALL**
15 **THE COMMISSION PLEDGE THE CREDIT OF ANY OF THE MEMBER STATES, EXCEPT**
16 **BY AND WITH THE AUTHORITY OF THE MEMBER STATE.**

17 E. **THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF**
18 **ALL RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF THE**
19 **COMMISSION SHALL BE SUBJECT TO ACCOUNTING PROCEDURES ESTABLISHED**
20 **UNDER COMMISSION BYLAWS. ALL RECEIPTS AND DISBURSEMENTS OF FUNDS OF**
21 **THE COMMISSION SHALL BE REVIEWED ANNUALLY IN ACCORDANCE WITH**
22 **COMMISSION BYLAWS, AND A REPORT OF THE REVIEW SHALL BE INCLUDED IN AND**
23 **BECOME PART OF THE ANNUAL REPORT OF THE COMMISSION.**

24 **8. QUALIFIED IMMUNITY, DEFENSE, AND INDEMNIFICATION.**

25 A. **THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR,**
26 **EMPLOYEES AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM**
27 **SUIT AND LIABILITY, EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY, FOR**
28 **ANY CLAIM FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR**
29 **OTHER CIVIL LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED**
30 **ACT, ERROR OR OMISSION THAT OCCURRED, OR THAT THE PERSON AGAINST WHOM**
31 **THE CLAIM IS MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN**
32 **THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES OR RESPONSIBILITIES;**
33 **PROVIDED THAT NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO PROTECT**
34 **ANY SUCH PERSON FROM SUIT OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR**
35 **LIABILITY CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF**
36 **THAT PERSON.**

1 **B. THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,**
2 **EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF THE COMMISSION IN**
3 **ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR**
4 **ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF**
5 **COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT THE PERSON**
6 **AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS FOR BELIEVING**
7 **OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR**
8 **RESPONSIBILITIES; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO**
9 **PROHIBIT THAT PERSON FROM RETAINING HIS OR HER OWN COUNSEL; AND**
10 **PROVIDED FURTHER, THAT THE ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION**
11 **DID NOT RESULT FROM THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON**
12 **MISCONDUCT.**

13 **C. THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS**
14 **ANY MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE**
15 **OF THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT**
16 **OBTAINED AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR ALLEGED ACT,**
17 **ERROR OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF COMMISSION**
18 **EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT SUCH PERSON HAD A**
19 **REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF**
20 **COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, PROVIDED THAT THE**
21 **ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION DID NOT RESULT FROM THE**
22 **INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF THAT PERSON.**

23 **ARTICLE VIII. RULEMAKING.**

24 **A. THE COMMISSION SHALL EXERCISE ITS RULEMAKING POWERS**
25 **PURSUANT TO THE CRITERIA SET FORTH IN THIS INTERSTATE COMPACT AND THE**
26 **RULES ADOPTED THEREUNDER. RULES AND AMENDMENTS SHALL BECOME**
27 **BINDING AS OF THE DATE SPECIFIED IN EACH RULE OR AMENDMENT.**

28 **B. THE COMMISSION SHALL PROMULGATE REASONABLE RULES TO**
29 **ACHIEVE THE INTENT AND PURPOSE OF THIS INTERSTATE COMPACT. IN THE EVENT**
30 **THE COMMISSION EXERCISES ITS RULEMAKING AUTHORITY IN A MANNER THAT IS**
31 **BEYOND PURPOSE AND INTENT OF THIS INTERSTATE COMPACT, OR THE POWERS**
32 **GRANTED HEREUNDER, THEN SUCH AN ACTION BY THE COMMISSION SHALL BE**
33 **INVALID AND HAVE NO FORCE AND EFFECT OF LAW IN THE MEMBER STATES.**

34 **C. IF A MAJORITY OF THE LEGISLATURES OF THE MEMBER STATES**
35 **REJECTS A RULE, BY ENACTMENT OF A STATUTE OR RESOLUTION IN THE SAME**
36 **MANNER USED TO ADOPT THE COMPACT WITHIN FOUR (4) YEARS OF THE DATE OF**
37 **ADOPTION OF THE RULE, THEN SUCH RULE SHALL HAVE NO FURTHER FORCE AND**
38 **EFFECT IN ANY MEMBER STATE.**

1 **D. RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED OR**
2 **RATIFIED AT A REGULAR OR SPECIAL MEETING OF THE COMMISSION IN**
3 **ACCORDANCE WITH COMMISSION RULES AND BYLAWS.**

4 **E. UPON DETERMINATION THAT AN EMERGENCY EXISTS, THE**
5 **COMMISSION MAY CONSIDER AND ADOPT AN EMERGENCY RULE WITH 48 HOURS'**
6 **NOTICE, WITH OPPORTUNITY TO COMMENT, PROVIDED THAT THE USUAL**
7 **RULEMAKING PROCEDURES SHALL BE RETROACTIVELY APPLIED TO THE RULE AS**
8 **SOON AS REASONABLY POSSIBLE, IN NO EVENT LATER THAN NINETY (90) DAYS**
9 **AFTER THE EFFECTIVE DATE OF THE RULE. FOR THE PURPOSES OF THIS**
10 **PROVISION, AN EMERGENCY RULE IS ONE THAT MUST BE ADOPTED IMMEDIATELY**
11 **IN ORDER TO:**

12 **1. MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY, OR**
13 **WELFARE;**

14 **2. PREVENT A LOSS OF COMMISSION OR MEMBER STATE FUNDS;**

15 **3. MEET A DEADLINE FOR THE PROMULGATION OF AN**
16 **ADMINISTRATIVE RULE THAT IS ESTABLISHED BY FEDERAL LAW OR RULE; OR**

17 **4. PROTECT PUBLIC HEALTH AND SAFETY.**

18 **ARTICLE IX. FACILITATING INFORMATION EXCHANGE.**

19 **A. THE COMMISSION SHALL PROVIDE FOR FACILITATING THE EXCHANGE**
20 **OF INFORMATION TO ADMINISTER AND IMPLEMENT THE PROVISIONS OF THIS**
21 **COMPACT IN ACCORDANCE WITH THE RULES OF THE COMMISSION, CONSISTENT**
22 **WITH GENERALLY ACCEPTED DATA PROTECTION PRINCIPLES.**

23 **B. NOTHING IN THIS COMPACT SHALL BE DEEMED OR CONSTRUED TO**
24 **ALTER, LIMIT, OR INHIBIT THE POWER OF A MEMBER STATE TO CONTROL AND**
25 **MAINTAIN OWNERSHIP OF ITS LICENSEE INFORMATION OR ALTER, LIMIT, OR**
26 **INHIBIT THE LAWS OR REGULATIONS GOVERNING LICENSEE INFORMATION IN THE**
27 **MEMBER STATE.**

28 **ARTICLE X. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT.**

29 **A. OVERSIGHT.**

30 **1. THE EXECUTIVE AND JUDICIAL BRANCHES OF STATE**
31 **GOVERNMENT IN EACH MEMBER STATE SHALL ENFORCE THIS COMPACT AND TAKE**

1 ALL ACTIONS NECESSARY AND APPROPRIATE TO EFFECTUATE THE COMPACT'S
2 PURPOSES AND INTENT. THE PROVISIONS OF THIS COMPACT SHALL HAVE
3 STANDING AS STATUTORY LAW.

4 2. VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST
5 THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A COURT OF
6 COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE COMMISSION IS
7 LOCATED. THE COMMISSION MAY WAIVE VENUE AND JURISDICTIONAL DEFENSES
8 TO THE EXTENT IT ADOPTS OR CONSENTS TO PARTICIPATE IN ALTERNATIVE
9 DISPUTE RESOLUTION PROCEEDINGS. NOTHING HEREIN SHALL AFFECT OR LIMIT
10 THE SELECTION OR PROPRIETY OF VENUE IN ANY ACTION AGAINST A LICENSEE FOR
11 PROFESSIONAL MALPRACTICE, MISCONDUCT OR ANY SUCH SIMILAR MATTER.

12 3. ALL COURTS AND ALL ADMINISTRATIVE AGENCIES SHALL TAKE
13 JUDICIAL NOTICE OF THE COMPACT, THE RULES OF THE COMMISSION, AND ANY
14 INFORMATION PROVIDED TO A MEMBER STATE PURSUANT THERETO IN ANY
15 JUDICIAL OR QUASI-JUDICIAL PROCEEDING IN A MEMBER STATE PERTAINING TO
16 THE SUBJECT MATTER OF THIS COMPACT, OR WHICH MAY AFFECT THE POWERS,
17 RESPONSIBILITIES, OR ACTIONS OF THE COMMISSION.

18 4. THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF
19 PROCESS IN ANY PROCEEDING REGARDING THE ENFORCEMENT OR
20 INTERPRETATION OF THE COMPACT AND SHALL HAVE STANDING TO INTERVENE IN
21 SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO PROVIDE THE COMMISSION
22 SERVICE OF PROCESS SHALL RENDER A JUDGMENT OR ORDER VOID AS TO THE
23 COMMISSION, THIS COMPACT, OR PROMULGATED RULES.

24 **B. DEFAULT, TECHNICAL ASSISTANCE, AND TERMINATION.**

25 1. IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS
26 DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR RESPONSIBILITIES
27 UNDER THIS COMPACT OR THE PROMULGATED RULES, THE COMMISSION SHALL:

28 A. PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE
29 AND OTHER MEMBER STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED
30 MEANS OF CURING THE DEFAULT OR ANY OTHER ACTION TO BE TAKEN BY THE
31 COMMISSION; AND

32 B. PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL
33 ASSISTANCE REGARDING THE DEFAULT.

34 C. IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE DEFAULTING
35 STATE MAY BE TERMINATED FROM THE COMPACT UPON AN AFFIRMATIVE VOTE OF

1 A MAJORITY OF THE COMMISSIONERS OF THE MEMBER STATES, AND ALL RIGHTS,
2 PRIVILEGES AND BENEFITS CONFERRED ON THAT STATE BY THIS COMPACT MAY BE
3 TERMINATED ON THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE DEFAULT
4 DOES NOT RELIEVE THE OFFENDING STATE OF OBLIGATIONS OR LIABILITIES
5 INCURRED DURING THE PERIOD OF DEFAULT.

6 D. TERMINATION OF MEMBERSHIP IN THE COMPACT SHALL BE IMPOSED
7 ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE HAVE BEEN
8 EXHAUSTED. NOTICE OF INTENT TO SUSPEND OR TERMINATE SHALL BE GIVEN BY
9 THE COMMISSION TO THE GOVERNOR, THE MAJORITY AND MINORITY LEADERS OF
10 THE DEFAULTING STATE'S LEGISLATURE, THE STATE LICENSING AUTHORITY AND
11 EACH OF THE MEMBER STATES.

12 E. A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL
13 ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE
14 EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND
15 BEYOND THE EFFECTIVE DATE OF TERMINATION.

16 F. THE COMMISSION MAY NOT BEAR ANY COSTS RELATED TO A STATE
17 THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED FROM THE
18 COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE COMMISSION AND THE
19 DEFAULTING STATE.

20 G. THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE
21 COMMISSION BY PETITIONING THE U.S. DISTRICT COURT FOR THE DISTRICT OF
22 COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS
23 PRINCIPAL OFFICES. THE PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF
24 SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S FEES.

25 H. DISPUTE RESOLUTION.

26 1. UPON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL
27 ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE AMONG
28 MEMBER STATES AND BETWEEN MEMBER AND NON-MEMBER STATES.

29 2. THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR
30 BOTH BINDING AND NON-BINDING ALTERNATIVE DISPUTE RESOLUTION FOR
31 DISPUTES AS APPROPRIATE.

32 I. ENFORCEMENT.

33 1. THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS
34 DISCRETION, SHALL ENFORCE THE PROVISIONS AND RULES OF THIS COMPACT.

1 **2. BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL**
2 **ACTION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA**
3 **OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES**
4 **AGAINST A MEMBER STATE IN DEFAULT TO ENFORCE COMPLIANCE WITH THE**
5 **PROVISIONS OF THE COMPACT AND ITS PROMULGATED RULES AND BYLAWS. THE**
6 **RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE**
7 **EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE PREVAILING PARTY SHALL BE**
8 **AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S**
9 **FEES. THE REMEDIES HEREIN MAY NOT BE THE EXCLUSIVE REMEDIES OF THE**
10 **COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER REMEDIES AVAILABLE**
11 **UNDER FEDERAL OR STATE LAW.**

12 **ARTICLE XI. EFFECTUATION, WITHDRAWAL, AND AMENDMENT.**

13 **A. THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON WHICH THE**
14 **COMPACT STATUTE IS ENACTED INTO LAW IN THE TENTH MEMBER STATE.**

15 **1. ON OR AFTER THE EFFECTIVE DATE OF THE COMPACT, THE**
16 **COMMISSION SHALL CONVENE AND REVIEW THE ENACTMENT OF EACH OF THE**
17 **CHARTER MEMBER STATES TO DETERMINE IF THE STATUTE ENACTED BY EACH**
18 **SUCH CHARTER MEMBER STATE IS MATERIALLY DIFFERENT FROM THE MODEL**
19 **COMPACT STATUTE.**

20 **2. A CHARTER MEMBER STATE WHOSE ENACTMENT IS FOUND TO BE**
21 **MATERIALLY DIFFERENT FROM THE MODEL COMPACT STATUTE SHALL BE**
22 **ENTITLED TO THE DEFAULT PROCESS SET FORTH IN ARTICLE X.**

23 **3. MEMBER STATES ENACTING THE COMPACT SUBSEQUENT TO THE**
24 **CHARTER MEMBER STATES SHALL BE SUBJECT TO THE PROCESS SET FORTH IN**
25 **ARTICLE VII.C.20 TO DETERMINE IF THEIR ENACTMENTS ARE MATERIALLY**
26 **DIFFERENT FROM THE MODEL COMPACT STATUTE AND WHETHER THEY QUALIFY**
27 **FOR PARTICIPATION IN THE COMPACT.**

28 **B. IF ANY MEMBER STATE IS LATER FOUND TO BE IN DEFAULT, OR IS**
29 **TERMINATED OR WITHDRAWS FROM THE COMPACT, THE COMMISSION SHALL**
30 **REMAIN IN EXISTENCE AND THE COMPACT SHALL REMAIN IN EFFECT EVEN IF THE**
31 **NUMBER OF MEMBER STATES SHOULD BE LESS THAN TEN.**

32 **C. ANY STATE THAT JOINS THE COMPACT AFTER THE COMMISSION'S**
33 **INITIAL ADOPTION OF THE RULES AND BYLAWS SHALL BE SUBJECT TO THE RULES**
34 **AND BYLAWS AS THEY EXIST ON THE DATE ON WHICH THE COMPACT BECOMES LAW**
35 **IN THAT STATE. ANY RULE THAT HAS BEEN PREVIOUSLY ADOPTED BY THE**

1 COMMISSION SHALL HAVE THE FULL FORCE AND EFFECT OF LAW ON THE DAY THE
2 COMPACT BECOMES LAW IN THAT STATE, AS THE RULES AND BYLAWS MAY BE
3 AMENDED AS PROVIDED IN THIS COMPACT.

4 D. ANY MEMBER STATE MAY WITHDRAW FROM THIS COMPACT BY
5 ENACTING A STATUTE REPEALING THE SAME.

6 1. A MEMBER STATE'S WITHDRAWAL MAY NOT TAKE EFFECT UNTIL
7 SIX (6) MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.

8 2. WITHDRAWAL MAY NOT AFFECT THE CONTINUING REQUIREMENT
9 OF THE WITHDRAWING STATE'S LICENSING AUTHORITY TO COMPLY WITH THE
10 INVESTIGATIVE AND ADVERSE ACTION REPORTING REQUIREMENTS OF THIS ACT
11 PRIOR TO THE EFFECTIVE DATE OF WITHDRAWAL.

12 E. THIS COMPACT MAY BE AMENDED BY THE MEMBER STATES. NO
13 AMENDMENT TO THIS COMPACT SHALL BECOME EFFECTIVE AND BINDING UPON
14 ANY MEMBER STATE UNTIL IT IS ENACTED INTO THE LAWS OF ALL MEMBER STATES.

15 ARTICLE XII. CONSTRUCTION AND SEVERABILITY.

16 THIS COMPACT SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE THE
17 PURPOSES THEREOF. THE PROVISIONS OF THIS COMPACT SHALL BE SEVERABLE
18 AND IF ANY PHRASE, CLAUSE, SENTENCE, OR PROVISION OF THIS COMPACT IS
19 DECLARED TO BE CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE OR A
20 STATE SEEKING MEMBERSHIP IN THE COMPACT, OR OF THE UNITED STATES OR THE
21 APPLICABILITY THEREOF TO ANY OTHER GOVERNMENT, AGENCY, PERSON OR
22 CIRCUMSTANCE IS HELD INVALID, THE VALIDITY OF THE REMAINDER OF THIS
23 COMPACT AND THE APPLICABILITY THEREOF TO ANY GOVERNMENT, AGENCY,
24 PERSON, OR CIRCUMSTANCE MAY NOT BE AFFECTED THEREBY. IF THIS COMPACT
25 SHALL BE HELD CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE, THE
26 COMPACT SHALL REMAIN IN FULL FORCE AND EFFECT AS TO THE REMAINING
27 MEMBER STATES AND IN FULL FORCE AND EFFECT AS TO THE MEMBER STATE
28 AFFECTED AS TO ALL SEVERABLE MATTERS.

29 ARTICLE XIII. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS.

30 A. NOTHING HEREIN SHALL PREVENT OR INHIBIT THE ENFORCEMENT OF
31 ANY OTHER LAW OF A MEMBER STATE THAT IS NOT INCONSISTENT WITH THE
32 COMPACT.

1 **B. ANY LAWS, STATUTES, REGULATIONS, OR OTHER LEGAL**
2 **REQUIREMENTS IN A MEMBER STATE IN CONFLICT WITH THE COMPACT ARE**
3 **SUPERSEDED TO THE EXTENT OF THE CONFLICT.**

4 **C. ALL PERMISSIBLE AGREEMENTS BETWEEN THE COMMISSION AND THE**
5 **MEMBER STATES ARE BINDING IN ACCORDANCE WITH THEIR TERMS.**

6 SECTION 3. AND BE IT FURTHER ENACTED, That this Act is contingent on the
7 enactment of substantially similar legislation in 10 other states. The State Department of
8 Education shall notify the Department of Legislative Services within 10 days after 10 states
9 have enacted legislation that is substantially similar to this Act.

10 SECTION 4. AND BE IT FURTHER ENACTED, That, subject to Section 3 of this
11 Act, this Act shall take effect October 1, 2024.