

1 regulatory framework that expedites and enhances the ability of
2 teachers to move across state lines.

3 This compact is intended to achieve the following
4 objectives and should be interpreted accordingly. The member
5 states hereby ratify the same intentions by subscribing hereto:

- 6 (1) Create a streamlined pathway to licensure mobility for
7 teachers;
- 8 (2) Support the relocation of eligible military spouses;
- 9 (3) Facilitate and enhance the exchange of licensure,
10 investigative, and disciplinary information between
11 the member states;
- 12 (4) Enhance the power of state and district level
13 education officials to hire qualified, competent
14 teachers by removing barriers to the employment of
15 out-of-state teachers;
- 16 (5) Support the retention of teachers in the profession by
17 removing barriers to relicensure in a new state; and
- 18 (6) Maintain state sovereignty in the regulation of the
19 teaching profession.

20 **ARTICLE II**

21 **DEFINITIONS**



1 As used in this compact, and except as otherwise provided,
2 the following definitions shall govern the terms herein:

3 "Active military member" means any person with full-time
4 duty status in the uniformed service of the United States,
5 including members of the National Guard and Reserve.

6 "Adverse action" means any limitation or restriction
7 imposed by a member state's licensing authority, such as
8 revocation, suspension, reprimand, probation, or limitation on
9 the licensee's ability to work as a teacher.

10 "Bylaws" means those bylaws established by the commission.

11 "Career and technical education license" means a current,
12 valid authorization issued by a member state's licensing
13 authority allowing an individual to serve as a teacher in P-12
14 public educational settings in a specific career and technical
15 education area.

16 "Charter member states" means a member state that has
17 enacted legislation to adopt this compact where such legislation
18 predates the initial meeting of the commission after the
19 effective date of the compact.

20 "Commission" means the interstate administrative body which
21 membership consists of delegates of all states that have enacted



1 this compact, and which is known as the interstate teacher
2 mobility compact commission.

3 "Commissioner" means the delegate of a member state.

4 "Eligible license" means a license to engage in the
5 teaching profession which requires at least a bachelor's degree
6 and the completion of a state approved program for teacher
7 licensure.

8 "Eligible military spouse" means the spouse of any
9 individual in full-time duty status in the active uniformed
10 service of the United States, including members of the National
11 Guard and Reserve on active duty moving as a result of a
12 military mission or military career progression requirements or
13 are on their terminal move as a result of separation or
14 retirement, including surviving spouses of deceased military
15 members.

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

19 "Licensing authority" means an official, agency, board, or
20 other entity of a state that is responsible for the licensing



1 and regulation of teachers authorized to teach in P-12 public
2 educational settings.

3 "Member state" means any state that has adopted this
4 compact, including all agencies and officials of such a state.

5 "Receiving state" means any state where a teacher has
6 applied for licensure under this compact.

7 "Rule" means any regulation promulgated by the commission
8 under this compact, which shall have the force of law in each
9 member state.

10 "State" means a state, territory, or possession of the
11 United States, and the District of Columbia.

12 "State practice laws" means a member state's laws, rules,
13 and regulations that govern the teaching profession, define the
14 scope of such profession, and create the methods and grounds for
15 imposing discipline.

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

19 "Teacher" means an individual who currently holds an
20 authorization from a member state that forms the basis for
21 employment in the P-12 public schools of the state to provide



1 instruction in a specified subject area, grade level, or student
2 population.

3 "Unencumbered license" means a current, valid authorization
4 issued by a member state's licensing authority allowing an
5 individual to serve as a teacher in K-12 public educational
6 settings. "Unencumbered license" is not a restricted,
7 probationary, provisional, substitute or temporary credential.

8 **ARTICLE III**

9 **LICENSURE UNDER THE COMPACT**

10 (a) Licensure under this compact pertains only to the
11 initial grant of a license by the receiving state. Nothing
12 herein applies to any subsequent or ongoing compliance
13 requirements that a receiving state might require for teachers.

14 (b) Each member state shall, in accordance with the rules
15 of the commission, define, compile, and update as necessary, a
16 list of eligible licenses and career and technical education
17 licenses that the member state is willing to consider for
18 equivalency under this compact and provide the list to the
19 commission. The list shall include those licenses that a
20 receiving state is willing to grant to teachers from other
21 member states, pending a determination of equivalency by the



1 receiving state's licensing authority.

2 (c) Upon the receipt of an application for licensure by a
3 teacher holding an unencumbered eligible license, the receiving
4 state shall determine which of the receiving state's eligible
5 licenses the teacher is qualified to hold and shall grant such a
6 license of licenses to the applicant. Such a determination
7 shall be made in the sole discretion of the receiving state's
8 licensing authority and may include a determination that the
9 applicant is not eligible for any of the receiving state's
10 eligible licenses. For all teachers who hold an unencumbered
11 license, the receiving state shall grant one or more
12 unencumbered licenses that, in the receiving state's sole
13 discretion, are equivalent to the licenses held by the teacher
14 in any other member state.

15 (d) For active military members and eligible military
16 spouses who hold a license that is not unencumbered, the
17 receiving state shall grant an equivalent license or licenses
18 that, in the receiving state's sole discretion, is equivalent to
19 the license or licenses held by the teacher in any other member
20 state, except where the receiving state does not have an
21 equivalent license.



1 (e) For a teacher holding an unencumbered career and
2 technical education license, the receiving state shall grant an
3 unencumbered license equivalent to the career and technical
4 education license held by the applying teacher and issued by
5 another member state, as determined by the receiving state in
6 its sole discretion, except where a career and technical
7 education teacher does not hold a bachelor's degree and the
8 receiving state requires a bachelor's degree for licenses to
9 teacher career and technical education. A receiving state may
10 require career and technical education teachers to meet state
11 industry recognized requirements, if required by law in the
12 receiving state.

13 **ARTICLE IV**

14 **LICENSURE NOT UNDER THE COMPACT**

15 (a) Except as provided in article III, nothing in this
16 compact shall be construed to limit or inhibit the power of a
17 member state to regulate licensure or endorsements overseen by
18 the member state's licensing authority.

19 (b) When a teacher is required to renew a license received
20 pursuant to this compact, the state granting such a license may
21 require the teacher to complete state specific requirements as a



1 condition of licensure renewal or advancement in that state.

2 (c) For the purposes of determining compensation, a
3 receiving state may require additional information from teachers
4 receiving a license under the provisions of this compact.

5 (d) Nothing in this compact shall be construed to limit
6 the power of a member state to control and maintain ownership of
7 its information pertaining to teachers or limit the application
8 of a member state's laws or regulations governing the ownership,
9 use, or dissemination of information pertaining to teachers.

10 (e) Nothing in this compact shall be construed to
11 invalidate or alter any existing agreement or other cooperative
12 arrangement which a member state may already be a party to, or
13 limit the ability of a member state to participate in any future
14 agreement or other cooperative arrangement to:

15 (1) Award teaching licenses or other benefits based on
16 additional professional credentials, including, but
17 not limited to National Board Certification;

18 (2) Participate in the exchange of names of teachers whose
19 license has been subject to an adverse action by a
20 member state; or



1 (3) Participate in any agreement or cooperative
2 arrangement with a non-member state.

3 **ARTICLE V**

4 **TEACHER QUALIFICATIONS AND REQUIREMENTS FOR LICENSURE UNDER THE**
5 **COMPACT**

6 (a) Except as provided for active military members or
7 eligible military spouses in article III, subsection (d), a
8 teacher may only be eligible to receive a license under this
9 compact where that teacher holds an unencumbered license in a
10 member state.

11 (b) A teacher eligible to receive a license under this
12 compact shall, unless otherwise provided for herein:

13 (1) Upon their application to receive a license under this
14 compact, undergo a criminal background check in the
15 receiving state in accordance with the laws and
16 regulations of the receiving state; and

17 (2) Provide the receiving state with information in
18 addition to the information required for licensure for
19 the purposes of determining compensation, if
20 applicable.

21 **ARTICLE VI**



1 mobility compact commission provided that:

- 2 (1) The commission is a joint interstate governmental
3 agency comprised of states that have enacted the
4 interstate teacher mobility compact; and
- 5 (2) Nothing in this compact shall be construed to be a
6 waiver of sovereign immunity.
- 7 (b) Membership, voting, and meetings.
- 8 (1) Each member state shall have and be limited to one
9 delegate to the commission, who shall be given the
10 title of commissioner.
- 11 (2) The commissioner shall be the primary administrative
12 officer of the state licensing authority or their
13 designee.
- 14 (3) Any commissioner may be removed or suspended from
15 office as provided by the law of the state from which
16 the commissioner is appointed.
- 17 (4) The member state shall fill any vacancy occurring in
18 the commission within ninety days.
- 19 (5) Each commissioner shall be entitled to one vote about
20 the promulgation of rules and creation of bylaws and
21 shall otherwise have an opportunity to participate in



1 the business and affairs of the commission. A
2 commissioner shall vote in person or by such other
3 means as provided in the bylaws. The bylaws may
4 provide for commissioners' participation meetings by
5 telephone or other means of communication.

6 (6) The commission shall meet at least once during each
7 calendar year.

8 (7) The commission shall establish by rule a term of
9 office for commissioners.

10 (c) The commission shall have the power to:

11 (1) Establish a code of ethics for the commission;

12 (2) Establish the fiscal year of the commission;

13 (3) Establish bylaws for the commission;

14 (4) Maintain its financial records in accordance with the
15 bylaws of the commission;

16 (5) Meet and take such actions as are consistent with the
17 provisions of this interstate compact, the bylaws, and
18 rules of the commission;

19 (6) Promulgate uniform rules to implement and administer
20 this interstate compact. The rules shall have the
21 force and effect of law and shall be binding in all



1 member states. In the event the commission exercises
2 its rulemaking authority in a manner that is beyond
3 the scope of the purposes of the compact, or the
4 powers granted hereunder, then such an action by the
5 commission shall be invalid and have no force and
6 effect of law;

7 (7) Bring and prosecute legal proceedings or actions in
8 the name of the commission; provided that the standing
9 of any member state licensing authority to sue or be
10 sued under applicable law shall not be affected;

11 (8) Purchase and maintain insurance and bonds;

12 (9) Borrow, accept, or contract for services of personnel,
13 including, but not limited to, employees of a member
14 state, or an associated nongovernmental organization
15 that is open to membership by all states;

16 (10) Hire employees, elect, or appoint officers, fix
17 compensation, define duties, grant such individuals
18 appropriate authority to carry out the purposes of the
19 compact, and establish the commission's personnel
20 policies and programs relating to conflicts of



- 1 interest, qualifications of personnel, and other
2 related personnel matters;
- 3 (11) Lease, purchase, accept appropriate gifts or donations
4 of, or otherwise own, hold, improve, or use, any
5 property, real, personal or mixed; provided that at
6 all times the commission shall avoid any appearance of
7 impropriety;
- 8 (12) Sell, convey, mortgage, pledge, lease, exchange,
9 abandon, or otherwise dispose of any property real,
10 personal, or mixed;
- 11 (13) Establish a budget and make expenditures;
- 12 (14) Borrow money;
- 13 (15) Appoint committees, including standing committees
14 composed of members and such other interested persons
15 as may be designated in this interstate compact,
16 rules, or bylaws;
- 17 (16) Provide and receive information from, and cooperate
18 with, law enforcement agencies;
- 19 (17) Establish and elect an executive committee;
- 20 (18) Establish and develop a charter for an executive
21 information governance committee to advise on



- 1 facilitating exchange of information; use of
2 information, data privacy, and technical support
3 needs, and provide reports as needed;
- 4 (19) Perform such other functions as may be necessary or
5 appropriate to achieve the purposes of this interstate
6 compact consistent with the state regulation of
7 teacher licensure; and
- 8 (20) Determine whether a state's adopted language is
9 materially different from the model compact language
10 such that the state would not qualify for
11 participation in the compact.
- 12 (d) The executive committee of the interstate teacher
13 mobility compact commission.
- 14 (1) The executive committee shall have the power to act on
15 behalf of the commission according to the terms of
16 this interstate compact.
- 17 (2) The executive committee shall be composed of eight
18 voting members as follows:
- 19 (A) The commission chair;
20 (B) The vice chair;
21 (C) Treasurer; and



- 1 (D) Five members who are elected by the commission
2 from the current membership as follows:
3 (i) Four voting members representing geographic
4 regions in accordance with commission rules;
5 and
6 (ii) One at large voting member in accordance
7 with commission rules.
- 8 (3) The commission may add or remove members of the
9 executive committee as provided in commission rules.
- 10 (4) The executive committee shall meet at least once
11 annually.
- 12 (5) The executive committee shall have the following
13 duties and responsibilities:
- 14 (A) Recommend to the entire commission changes to the
15 rules or bylaws, changes to the compact
16 legislation, fees paid by interstate compact
17 member states such as annual dues, and any
18 compact fee charged by the member states on
19 behalf of the commission;
- 20 (B) Ensure commission administration services are
21 appropriately provided, contractual or otherwise;



- 1 (C) Prepare and recommend the budget;
- 2 (D) Maintain financial records on behalf of the
- 3 commission;
- 4 (E) Monitor compliance of member states and provide
- 5 reports to the commission; and
- 6 (F) Perform other duties as provided in rules or
- 7 bylaws.
- 8 (6) Meetings of the commission.
- 9 (A) All meetings shall be open to the public, and
- 10 public notice of meetings shall be given in
- 11 accordance with commission bylaws.
- 12 (B) The commission or the executive committee or
- 13 other committees of the commission may convene in
- 14 a closed, non-public meeting if the commission or
- 15 executive committee or other committees of the
- 16 commission must discuss:
- 17 (i) Noncompliance of a member state with its
- 18 obligations under the compact;
- 19 (ii) The employment, compensation, discipline or
- 20 other matters, practices, or procedures
- 21 related to specific employees or other



- 1 matters related to the commission's internal
2 personnel practices and procedures;
- 3 (iii) Current, threatened, or reasonably
4 anticipated litigation;
- 5 (iv) Negotiation of contracts for the purchase,
6 lease, or sale of goods, services, or real
7 estate;
- 8 (v) Accusing any person of a crime or formally
9 censuring any person;
- 10 (vi) Disclosure of trade secrets or commercial or
11 financial information that is privileged or
12 confidential;
- 13 (vii) Disclosure of information of a personal
14 nature where disclosure would constitute a
15 clearly unwarranted invasion of personal
16 privacy;
- 17 (viii) Disclosure of investigative records compiled
18 for law enforcement purposes;
- 19 (ix) Disclosure of information related to any
20 investigative reports prepared by or on
21 behalf of or for use of the commission or



1 other committee charged with responsibility
2 of investigation or determination of
3 compliance issues pursuant to the compact;
4 (x) Matters specifically exempted from
5 disclosure by federal or member state
6 statute; and
7 (xi) Other matters as set forth by commission
8 bylaws and rules.
9 (C) If a meeting, or portion of a meeting, is closed
10 pursuant to this paragraph, the commission's
11 legal counsel or designee shall certify that the
12 meeting may be closed and shall reference each
13 relevant exempting provision.
14 (D) The commission shall keep minutes of commission
15 meetings and shall provide a full and accurate
16 summary of actions taken, and the reasons
17 therefore, including a description of the views
18 expressed. All documents considered in
19 connection with an action shall be identified in
20 such minutes. All minutes and documents of a
21 closed meeting shall remain under seal, subject



1 to release by a majority vote of the commission
2 or order of a court of competent jurisdiction.

3 (7) Financing of the commission.

4 (A) The commission shall pay, or provide for the
5 payment of, the reasonable expenses of its
6 establishment, organization, and ongoing
7 activities.

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

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

20 (D) The commission shall not incur obligations of any
21 kind prior to securing the funds adequate to meet



1 the same, nor shall the commission pledge the
2 credit of any of the member states, except by and
3 with the authority of the member state.

4 (E) The commission shall keep accurate accounts of
5 all receipts and disbursements. The receipts and
6 disbursements of the commission shall be subject
7 to accounting procedures established under
8 commission bylaws. All receipts and disbursement
9 of funds of the commission shall be reviewed
10 annually in accordance with commission bylaws,
11 and a report of the review shall be included in
12 and become part of the annual report of the
13 commission.

14 (8) Qualified immunity, defense, and indemnification.

15 (A) The members, officers, executive director,
16 employees and representatives of the commission
17 shall be immune from suit and liability, either
18 personally or in their official capacity, for any
19 claim for damage to or loss of property or
20 personal injury or other civil liability caused
21 by or arising out of any actual or alleged act,



1 error or omission that occurred, or that the
2 person against whom the claim is made had a
3 reasonable basis for believing occurred within
4 the scope of commission employment, duties, or
5 responsibilities; provided that nothing in this
6 paragraph shall be construed to protect any such
7 person from suit or liability for any damage,
8 loss, injury, or liability caused by the
9 intentional or willful or wanton misconduct of
10 that person.

11 (B) The commission shall defend any member, officer,
12 executive director, employee, or representative
13 of the commission in any civil action seeking to
14 impose liability arising out of any actual or
15 alleged act, error, or omission that occurred
16 within the scope of commission employment,
17 duties, or responsibilities, or that the person
18 against whom the claim is made had a reasonable
19 basis for believing occurred within the scope of
20 commission employment, duties, or
21 responsibilities; provided that nothing herein



1 shall be construed to prohibit that person from
2 retaining counsel; provided further that the
3 actual or alleged act, error, or omission did not
4 result from that person's intentional or willful
5 or wanton misconduct.

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

20 **ARTICLE VIII**

21 **RULEMAKING**



1 (a) The commission shall exercise its rulemaking powers
2 pursuant to the criteria set for in this compact and the rules
3 adopted thereunder. Rules and amendments shall become binding
4 as of the date specified in each rule or amendment.

5 (b) The commission shall promulgate reasonable rules to
6 achieve the intent and purpose of this compact. In the event
7 the commission exercises its rulemaking authority in a manner
8 that is beyond the purpose and intent of this compact, or the
9 powers granted hereunder, then such an action by the commission
10 shall be invalid and have no force and effect of law in the
11 member states.

12 (c) If a majority of the legislature of the member states
13 rejects a rule, by enactment of a statute or resolution in the
14 same manner used to adopt the compact within four years of the
15 date of adoption of the rule, then such rule shall have no
16 further force and effect in any member state.

17 (d) Rules or amendments to the rules shall be adopted or
18 ratified at a regular or special meeting of the commission in
19 accordance with commission rules and bylaws.

20 (e) Upon determination that an emergency exists, the
21 commission may consider and adopt an emergency rule within



1 forty-eight hours' notice, with opportunity to provide comment;
2 provided that the usual rulemaking procedures shall be
3 retroactively applied to the rule as soon as reasonably
4 possible, in no event later than ninety days after the effective
5 date of the rule.

6 For the purposes of this subsection:

7 "Emergency rule" means a rule that must be adopted
8 immediately to:

9 (1) Meet an imminent threat to public health, safety or
10 welfare;

11 (2) Prevent a loss of commission or member state funds;

12 (3) Meet a deadline for the promulgation of an
13 administrative rule that is established by federal law
14 or rule; or

15 (4) Protect public health and safety.

16 **ARTICLE IX**

17 **FACILITATING INFORMATION EXCHANGE**

18 (a) The commission shall provide for the facilitation of
19 exchange of information to administer and implement the
20 provisions of this compact in accordance with the rules of the
21 commission, consistent with generally accepted data protection



1 principles.

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

7 **ARTICLE X**

8 **OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT**

9 (a) Oversight.

10 (1) The executive and judicial branches of state
11 government in each member state shall enforce this
12 compact and take all actions necessary and appropriate
13 to effectuate the compact's purposes and intent. The
14 provisions of this compact shall have standing as
15 statutory law.

16 (2) Venue is proper and judicial proceedings by or against
17 the commission shall be brought solely and exclusively
18 in a court of competent jurisdiction where the
19 principal office of the commission is located. The
20 commission may waive venue and jurisdictional defenses
21 to the extent the commission adopts or consents to



1 participate in alternative dispute resolution
2 proceedings. Nothing herein shall affect or limit the
3 selection or propriety of venue in any action against
4 a licensee for professional malpractice, misconduct,
5 or any such similar matter.

6 (3) All courts and all administrative agencies shall take
7 judicial notice of the compact, the rules of the
8 commission, and any information provided to a member
9 state pursuant thereto in any judicial or quasi-
10 judicial proceeding in a member state pertaining to
11 the subject matter of this compact, or which may
12 affect the powers, responsibilities, or actions of the
13 commission.

14 (4) The commission shall be entitled to receive service of
15 process in any proceeding regarding the enforcement or
16 interpretation of the compact and shall have standing
17 to intervene in such a proceeding for all purposes.
18 Failure to provide the commission service of process
19 shall render a judgment or order void as to the
20 commission, this compact, or promulgated rules.

21 (b) Default, technical assistance, and termination. If



1 the commission determines that a member state has defaulted in
2 the performance of its obligations or responsibilities under
3 this compact or promulgated rules, the commission shall:

4 (1) Provide written notice to the defaulting state and
5 other member states of the nature of the default, the
6 proposed means of curing the default or any other
7 action to be taken by the commission; and

8 (2) Provide remedial training and specific technical
9 assistance regarding the default.

10 (c) If a state in default fails to cure the default, the
11 defaulting state may be terminated from the compact upon an
12 affirmative vote of a majority of the commissioners of the
13 member states, and all rights, privileges, and benefits
14 conferred on that state by this compact may be terminated on the
15 effective date of termination. A cure of the default does not
16 relieve the offending state of obligations or liabilities
17 incurred during the period of default.

18 (d) Termination of membership in the compact shall be
19 imposed only after all other means of securing compliance have
20 been exhausted. Notice of intent to suspend or terminate shall
21 be given by the commission to the governor, the majority and



1 minority leaders of the defaulting state's legislature, the
2 state licensing authority, and each of the member states.

3 (e) A state that has been terminated is responsible for
4 all assessments, obligations, and liabilities incurred through
5 the effective date of termination, including obligations that
6 extend beyond the effective date of termination.

7 (f) The commission shall not bear any costs related to a
8 state that is found to be in default or that has been terminated
9 from the compact, unless agreed upon in writing between the
10 commission and the defaulting state.

11 (g) The defaulting state may appeal the action of the
12 commission by petitioning the United States District Court for
13 the District of Columbia or the federal district where the
14 commission has its principal offices. The prevailing party
15 shall be awarded all costs of such litigation, including
16 reasonable attorney's fees.

17 (h) Dispute resolution.

18 (1) Upon request by a member state, the commission shall
19 attempt to resolve disputes related to the compact
20 that arise among member states and between member and
21 non-member states.



1 (2) The commission shall promulgate a rule providing for
2 both binding and non-binding alternative dispute
3 resolution for disputes as appropriate.

4 (i) Enforcement.

5 (1) The commission, in the reasonable exercise of its
6 discretion, shall enforce the provisions and rules of
7 this compact.

8 (2) By majority vote, the commission may initiate legal
9 action in the United States District Court for the
10 District of Columbia or the federal district where the
11 commission has its principal offices against a member
12 state in default to enforce compliance with the
13 provisions of the compact and its promulgated rules
14 and bylaws. The relief sought may include both
15 injunctive relief and damages. In the event judicial
16 enforcement is necessary, the prevailing party shall
17 be awarded all costs of such litigation, including
18 reasonable attorney's fees. The remedies herein shall
19 not be the exclusive remedies of the commission. The
20 commission may pursue any other remedies available
21 under federal or state law.



1 (b) If any member state is later found to be in default,
2 or is terminated or withdraws from the compact, the commission
3 shall remain in existence and the compact shall remain in effect
4 even if the number of member states is less than ten.

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

13 (d) Any member state may withdraw from this compact by
14 enacting a statute repealing the same compact.

15 (1) A member state's withdrawal shall not take effect
16 until six months after enactment of the repealing
17 statute.

18 (2) Withdrawal shall not affect the continuing requirement
19 of the withdrawing state's licensing authority to
20 comply with the investigative and adverse action



1 reporting requirements of this act prior to the
2 effective date of withdrawal.

3 (e) This compact may be amended by the member states. No
4 amendment to this compact shall become effective and binding
5 upon any member state until the compact is enacted into the laws
6 of all member states.

7 **ARTICLE XII**

8 **CONSTRUCTION AND SEVERABILITY**

9 This compact shall be liberally construed to effectuate the
10 purposes thereof. The provisions of this compact shall be
11 severable and if any phrase, clause, sentence, or provision of
12 this compact is declared to be contrary to the constitution of
13 any member state or state seeking membership in the compact, or
14 of the United States or the applicability thereof to any other
15 government, agency, person or circumstance is held invalid, the
16 validity of the remainder of this compact and the applicability
17 thereof to any government, agency, person, or circumstance shall
18 not be affected thereby. If this compact shall be held contrary
19 to the constitution of any member state, the compact shall
20 remain in full force and effect as to the remaining member



1 states and in full force and effect as to the member state
2 affected as to all severable matters.

3 **ARTICLE XIII**

4 **CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS**

5 (a) Nothing herein shall prevent or inhibit the
6 enforcement of any other law of a member state that is not
7 consistent with the compact.

8 (b) Any laws, statutes, regulations, or other legal
9 requirements in a member state in conflict with the compact are
10 superseded to the extent of the conflict.

11 (c) All permissible agreements between the commission and
12 the member states are binding in accordance with their terms."

13 SECTION 2. This Act shall take effect on July 1, 2023.

14

INTRODUCED BY: _____


JAN 23 2023



H.B. NO. 846

Report Title:

Education; Teachers; Interstate Compact

Description:

Enacts the interstate teacher mobility compact to reduce the barriers to teacher license portability and employment.

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.

