

**First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

LLS NO. 23-0599.01 Jerry Barry x4341

HOUSE BILL 23-1064

HOUSE SPONSORSHIP

Lukens and Young,

SENATE SPONSORSHIP

Marchman,

House Committees
Education

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE ENACTMENT OF THE "INTERSTATE TEACHER**
102 **MOBILITY COMPACT".**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill enacts the "Interstate Teacher Mobility Compact" (compact). The compact is designed to make it easier for teachers, especially active military members and eligible military spouses, from one member state to receive a teacher's license from another member state.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

HOUSE
2nd Reading Unamended
February 8, 2023

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 44 to article
3 60 of title 24 as follows:

4 **PART 44**

5 **INTERSTATE TEACHER MOBILITY COMPACT**

6 **24-60-4401. Short title.** THE SHORT TITLE OF THIS PART 44 IS THE
7 "INTERSTATE TEACHER MOBILITY COMPACT".

8 **24-60-4402. Compact approved and ratified.** THE GENERAL
9 ASSEMBLY APPROVES AND RATIFIES, AND THE GOVERNOR SHALL ENTER
10 INTO, A COMPACT ON BEHALF OF THE STATE OF COLORADO WITH ANY OF
11 THE UNITED STATES OR OTHER JURISDICTIONS LEGALLY JOINING THEREIN
12 IN THE FORM SUBSTANTIALLY AS FOLLOWS:

13 **ARTICLE I- PURPOSE**

14 THE PURPOSE OF THIS COMPACT IS TO FACILITATE THE MOBILITY OF
15 TEACHERS ACROSS THE MEMBER STATES, WITH THE GOAL OF SUPPORTING
16 TEACHERS THROUGH A NEW PATHWAY TO LICENSURE. THROUGH THIS
17 COMPACT, THE MEMBER STATES SEEK TO ESTABLISH A COLLECTIVE
18 REGULATORY FRAMEWORK THAT EXPEDITES AND ENHANCES THE ABILITY
19 OF TEACHERS TO MOVE ACROSS STATE LINES. THIS COMPACT IS INTENDED
20 TO ACHIEVE THE FOLLOWING OBJECTIVES AND SHOULD BE INTERPRETED
21 ACCORDINGLY. THE MEMBER STATES HEREBY RATIFY THE SAME
22 INTENTIONS BY SUBSCRIBING HERETO.

23 A. CREATE A STREAMLINED PATHWAY TO LICENSURE MOBILITY
24 FOR TEACHERS;

25 B. SUPPORT THE RELOCATION OF ELIGIBLE MILITARY SPOUSES;

26 C. FACILITATE AND ENHANCE THE EXCHANGE OF LICENSURE,
27 INVESTIGATIVE, AND DISCIPLINARY INFORMATION BETWEEN THE MEMBER

- 1 STATES;
- 2 D. ENHANCE THE POWER OF STATE AND DISTRICT LEVEL
3 EDUCATION OFFICIALS TO HIRE QUALIFIED, COMPETENT TEACHERS BY
4 REMOVING BARRIERS TO THE EMPLOYMENT OF OUT-OF-STATE TEACHERS;
- 5 E. SUPPORT THE RETENTION OF TEACHERS IN THE PROFESSION BY
6 REMOVING BARRIERS TO RELICENSURE IN A NEW STATE; AND
- 7 F. MAINTAIN STATE SOVEREIGNTY IN THE REGULATION OF THE
8 TEACHING PROFESSION.

9 **ARTICLE II- DEFINITIONS**

10 AS USED IN THIS COMPACT, AND EXCEPT AS OTHERWISE PROVIDED,
11 THE FOLLOWING DEFINITIONS SHALL GOVERN THE TERMS HEREIN:

12 A. "ACTIVE MILITARY MEMBER" - MEANS ANY PERSON WITH
13 FULL-TIME DUTY STATUS IN THE UNIFORMED SERVICE OF THE UNITED
14 STATES, INCLUDING MEMBERS OF THE NATIONAL GUARD AND RESERVE.

15 B. "ADVERSE ACTION" - MEANS ANY LIMITATION OR RESTRICTION
16 IMPOSED BY A MEMBER STATE'S LICENSING AUTHORITY, SUCH AS
17 REVOCATION, SUSPENSION, REPRIMAND, PROBATION, OR LIMITATION ON
18 THE LICENSEE'S ABILITY TO WORK AS A TEACHER.

19 C. "BYLAWS" - MEANS THOSE BYLAWS ESTABLISHED BY THE
20 COMMISSION.

21 D. "CAREER AND TECHNICAL EDUCATION LICENSE" - MEANS A
22 CURRENT, VALID AUTHORIZATION ISSUED BY A MEMBER STATE'S
23 LICENSING AUTHORITY ALLOWING AN INDIVIDUAL TO SERVE AS A
24 TEACHER IN P-12 PUBLIC EDUCATIONAL SETTINGS IN A SPECIFIC CAREER
25 AND TECHNICAL EDUCATION AREA.

26 E. "CHARTER MEMBER STATES" - MEANS A MEMBER STATE THAT
27 HAS ENACTED LEGISLATION TO ADOPT THIS COMPACT WHERE SUCH

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

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

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

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

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

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

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

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

3 M. "RECEIVING STATE" - MEANS ANY STATE WHERE A TEACHER
4 HAS APPLIED FOR LICENSURE UNDER THIS COMPACT.

5 N. "RULE" - MEANS ANY REGULATION PROMULGATED BY THE
6 COMMISSION UNDER THIS COMPACT, WHICH SHALL HAVE THE FORCE OF
7 LAW IN EACH MEMBER STATE.

8 O. "STATE" - MEANS A STATE, TERRITORY, OR POSSESSION OF THE
9 UNITED STATES, AND THE DISTRICT OF COLUMBIA.

10 P. "STATE PRACTICE LAWS" - MEANS A MEMBER STATE'S LAWS,
11 RULES, AND REGULATIONS THAT GOVERN THE TEACHING PROFESSION,
12 DEFINE THE SCOPE OF SUCH PROFESSION, AND CREATE THE METHODS AND
13 GROUNDS FOR IMPOSING DISCIPLINE.

14 Q. "STATE SPECIFIC REQUIREMENTS" - MEANS A REQUIREMENT
15 FOR LICENSURE COVERED IN COURSEWORK OR EXAMINATION THAT
16 INCLUDES CONTENT OF UNIQUE INTEREST TO THE STATE.

17 R. "TEACHER" - MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS
18 AN AUTHORIZATION FROM A MEMBER STATE THAT FORMS THE BASIS FOR
19 EMPLOYMENT IN THE P-12 PUBLIC SCHOOLS OF THE STATE TO PROVIDE
20 INSTRUCTION IN A SPECIFIC SUBJECT AREA, GRADE LEVEL, OR STUDENT
21 POPULATION.

22 S. "UNENCUMBERED LICENSE" - MEANS A CURRENT, VALID
23 AUTHORIZATION ISSUED BY A MEMBER STATE'S LICENSING AUTHORITY
24 ALLOWING AN INDIVIDUAL TO SERVE AS A TEACHER IN P-12 PUBLIC
25 EDUCATIONAL SETTINGS. AN UNENCUMBERED LICENSE IS NOT A
26 RESTRICTED, PROBATIONARY, PROVISIONAL, SUBSTITUTE, OR TEMPORARY
27 CREDENTIAL.

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ARTICLE III- LICENSURE UNDER THE COMPACT

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

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

C. UPON THE RECEIPT OF AN APPLICATION FOR LICENSURE BY A TEACHER HOLDING AN UNENCUMBERED ELIGIBLE LICENSE, THE RECEIVING STATE SHALL DETERMINE WHICH OF THE RECEIVING STATE'S ELIGIBLE LICENSES THE TEACHER IS QUALIFIED TO HOLD AND SHALL GRANT SUCH A LICENSE OR LICENSES TO THE APPLICANT. SUCH A DETERMINATION SHALL BE MADE IN THE SOLE DISCRETION OF THE RECEIVING STATE'S LICENSING AUTHORITY AND MAY INCLUDE A DETERMINATION THAT THE APPLICANT IS NOT ELIGIBLE FOR ANY OF THE RECEIVING STATE'S ELIGIBLE LICENSES. FOR ALL TEACHERS WHO HOLD AN UNENCUMBERED LICENSE, THE RECEIVING STATE SHALL GRANT ONE OR MORE UNENCUMBERED LICENSE(S) THAT, IN THE RECEIVING STATE'S SOLE DISCRETION, ARE EQUIVALENT TO THE LICENSE(S) HELD BY THE TEACHER IN ANY OTHER MEMBER STATE.

1 D. FOR ACTIVE MILITARY MEMBERS AND ELIGIBLE MILITARY
2 SPOUSES WHO HOLD A LICENSE THAT IS NOT UNENCUMBERED, THE
3 RECEIVING STATE SHALL GRANT AN EQUIVALENT LICENSE OR LICENSES
4 THAT, IN THE RECEIVING STATE'S SOLE DISCRETION, IS EQUIVALENT TO
5 THE LICENSE OR LICENSES HELD BY THE TEACHER IN ANY OTHER MEMBER
6 STATE, EXCEPT WHERE THE RECEIVING STATE DOES NOT HAVE AN
7 EQUIVALENT LICENSE.

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

20 **ARTICLE IV- LICENSURE NOT UNDER THE COMPACT**

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

25 B. WHEN A TEACHER IS REQUIRED TO RENEW A LICENSE RECEIVED
26 PURSUANT TO THIS COMPACT, THE STATE GRANTING SUCH A LICENSE MAY
27 REQUIRE THE TEACHER TO COMPLETE STATE SPECIFIC REQUIREMENTS AS

1 A 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
4 TEACHERS RECEIVING A LICENSE UNDER THE PROVISIONS OF THIS
5 COMPACT.

6 D. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO LIMIT THE
7 POWER OF A MEMBER STATE TO CONTROL AND MAINTAIN OWNERSHIP OF
8 ITS INFORMATION PERTAINING TO TEACHERS, OR LIMIT THE APPLICATION
9 OF A MEMBER STATE'S LAWS OR REGULATIONS GOVERNING THE
10 OWNERSHIP, USE, OR DISSEMINATION OF INFORMATION PERTAINING TO
11 TEACHERS.

12 E. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO
13 INVALIDATE OR ALTER ANY EXISTING AGREEMENT OR OTHER COOPERATIVE
14 ARRANGEMENT WHICH A MEMBER STATE MAY ALREADY BE A PARTY TO,
15 OR LIMIT THE ABILITY OF A MEMBER STATE TO PARTICIPATE IN ANY
16 FUTURE AGREEMENT OR OTHER COOPERATIVE ARRANGEMENT TO:

17 1. AWARD TEACHING LICENSES OR OTHER BENEFITS BASED ON
18 ADDITIONAL PROFESSIONAL CREDENTIALS, INCLUDING, BUT NOT LIMITED
19 TO, NATIONAL BOARD CERTIFICATION;

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

23 3. PARTICIPATE IN ANY AGREEMENT OR COOPERATIVE
24 ARRANGEMENT WITH A NON-MEMBER STATE.

25 **ARTICLE V- TEACHER QUALIFICATIONS AND**
26 **REQUIREMENTS FOR LICENSURE UNDER THE COMPACT**

27 A. EXCEPT AS PROVIDED FOR ACTIVE MILITARY MEMBERS OR

1 ELIGIBLE MILITARY SPOUSES IN ARTICLE III.D ABOVE, A TEACHER MAY
2 ONLY BE ELIGIBLE TO RECEIVE A LICENSE UNDER THIS COMPACT WHERE
3 THAT TEACHER HOLDS AN UNENCUMBERED LICENSE IN A MEMBER STATE.

4 B. A TEACHER ELIGIBLE TO RECEIVE A LICENSE UNDER THIS
5 COMPACT SHALL, UNLESS OTHERWISE PROVIDED FOR HEREIN:

6 1. UPON THEIR APPLICATION TO RECEIVE A LICENSE UNDER THIS
7 COMPACT, UNDERGO A CRIMINAL BACKGROUND CHECK IN THE RECEIVING
8 STATE IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE
9 RECEIVING STATE; AND

10 2. PROVIDE THE RECEIVING STATE WITH INFORMATION IN
11 ADDITION TO THE INFORMATION REQUIRED FOR LICENSURE FOR THE
12 PURPOSES OF DETERMINING COMPENSATION, IF APPLICABLE.

13 **ARTICLE VI- DISCIPLINE / ADVERSE ACTIONS**

14 A. NOTHING IN THIS COMPACT SHALL BE DEEMED OR CONSTRUED
15 TO LIMIT THE AUTHORITY OF A MEMBER STATE TO INVESTIGATE OR
16 IMPOSE DISCIPLINARY MEASURES ON TEACHERS ACCORDING TO THE STATE
17 PRACTICE LAWS THEREOF.

18 B. MEMBER STATES SHALL BE AUTHORIZED TO RECEIVE, AND
19 SHALL PROVIDE, FILES AND INFORMATION REGARDING THE INVESTIGATION
20 AND DISCIPLINE, IF ANY, OF TEACHERS IN OTHER MEMBER STATES UPON
21 REQUEST. ANY MEMBER STATE RECEIVING SUCH INFORMATION OR FILES
22 SHALL PROTECT AND MAINTAIN THE SECURITY AND CONFIDENTIALITY
23 THEREOF, IN AT LEAST THE SAME MANNER THAT IT MAINTAINS ITS OWN
24 INVESTIGATORY OR DISCIPLINARY FILES AND INFORMATION. PRIOR TO
25 DISCLOSING ANY DISCIPLINARY OR INVESTIGATORY INFORMATION
26 RECEIVED FROM ANOTHER MEMBER STATE, THE DISCLOSING STATE SHALL
27 COMMUNICATE ITS INTENTION AND PURPOSE FOR SUCH DISCLOSURE TO THE

1 MEMBER STATE WHICH ORIGINALLY PROVIDED THAT INFORMATION.

2 **ARTICLE VII- ESTABLISHMENT OF THE INTERSTATE**
3 **TEACHER MOBILITY COMPACT COMMISSION**

4 A. THE INTERSTATE COMPACT MEMBER STATES HEREBY CREATE
5 AND ESTABLISH A JOINT PUBLIC AGENCY KNOWN AS THE INTERSTATE
6 TEACHER MOBILITY COMPACT COMMISSION:

7 1. THE COMMISSION IS A JOINT INTERSTATE GOVERNMENTAL
8 AGENCY COMPRISED OF STATES THAT HAVE ENACTED THE INTERSTATE
9 TEACHER MOBILITY COMPACT.

10 2. NOTHING IN THIS INTERSTATE COMPACT SHALL BE CONSTRUED
11 TO BE A WAIVER OF SOVEREIGN IMMUNITY.

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

13 1. EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE (1)
14 DELEGATE TO THE COMMISSION, WHO SHALL BE GIVEN THE TITLE OF
15 COMMISSIONER.

16 2. THE COMMISSIONER SHALL BE THE PRIMARY ADMINISTRATIVE
17 OFFICER OF THE STATE LICENSING AUTHORITY OR THEIR DESIGNEE.

18 3. ANY COMMISSIONER MAY BE REMOVED OR SUSPENDED FROM
19 OFFICE AS PROVIDED BY THE LAW OF THE STATE FROM WHICH THE
20 COMMISSIONER IS APPOINTED.

21 4. THE MEMBER STATE SHALL FILL ANY VACANCY OCCURRING IN
22 THE COMMISSION WITHIN NINETY (90) DAYS.

23 5. EACH COMMISSIONER SHALL BE ENTITLED TO ONE (1) VOTE
24 ABOUT THE PROMULGATION OF RULES AND CREATION OF BYLAWS AND
25 SHALL OTHERWISE HAVE AN OPPORTUNITY TO PARTICIPATE IN THE
26 BUSINESS AND AFFAIRS OF THE COMMISSION. A COMMISSIONER SHALL
27 VOTE IN PERSON OR BY SUCH OTHER MEANS AS PROVIDED IN THE BYLAWS.

1 THE BYLAWS MAY PROVIDE FOR COMMISSIONERS' PARTICIPATION IN
2 MEETINGS BY TELEPHONE OR OTHER MEANS OF COMMUNICATION.

3 6. THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH
4 CALENDAR YEAR. ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN
5 THE BYLAWS.

6 7. THE COMMISSION SHALL ESTABLISH BY RULE A TERM OF OFFICE
7 FOR COMMISSIONERS.

8 C. THE COMMISSION SHALL HAVE THE FOLLOWING POWERS AND
9 DUTIES:

10 1. ESTABLISH A CODE OF ETHICS FOR THE COMMISSION.

11 2. ESTABLISH THE FISCAL YEAR OF THE COMMISSION.

12 3. ESTABLISH BYLAWS FOR THE COMMISSION.

13 4. MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE
14 BYLAWS OF THE COMMISSION.

15 5. MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE
16 PROVISIONS OF THIS INTERSTATE COMPACT, THE BYLAWS, AND RULES OF
17 THE COMMISSION.

18 6. PROMULGATE UNIFORM RULES TO IMPLEMENT AND ADMINISTER
19 THIS INTERSTATE COMPACT. THE RULES SHALL HAVE THE FORCE AND
20 EFFECT OF LAW AND SHALL BE BINDING IN ALL MEMBER STATES. IN THE
21 EVENT THE COMMISSION EXERCISES ITS RULEMAKING AUTHORITY IN A
22 MANNER THAT IS BEYOND THE SCOPE OF THE PURPOSES OF THE COMPACT,
23 OR THE POWERS GRANTED HEREUNDER, THEN SUCH AN ACTION BY THE
24 COMMISSION SHALL BE INVALID AND HAVE NO FORCE AND EFFECT OF LAW.

25 7. BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN THE
26 NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY
27 MEMBER STATE LICENSING AUTHORITY TO SUE OR BE SUED UNDER

1 APPLICABLE LAW SHALL NOT BE AFFECTED.

2 8. PURCHASE AND MAINTAIN INSURANCE AND BONDS.

3 9. BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,
4 INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A MEMBER STATE, OR AN
5 ASSOCIATED NON-GOVERNMENTAL ORGANIZATION THAT IS OPEN TO
6 MEMBERSHIP BY ALL STATES.

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

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

17 12. SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,
18 ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY REAL, PERSONAL, OR
19 MIXED.

20 13. ESTABLISH A BUDGET AND MAKE EXPENDITURES.

21 14. BORROW MONEY.

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

25 16. PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE
26 WITH, LAW ENFORCEMENT AGENCIES.

27 17. ESTABLISH AND ELECT AN EXECUTIVE COMMITTEE.

1 18. ESTABLISH AND DEVELOP A CHARTER FOR AN EXECUTIVE
2 INFORMATION GOVERNANCE COMMITTEE TO ADVISE ON FACILITATING
3 EXCHANGE OF INFORMATION; USE OF INFORMATION, DATA PRIVACY, AND
4 TECHNICAL SUPPORT NEEDS, AND PROVIDE REPORTS AS NEEDED.

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

8 20. DETERMINE WHETHER A STATE'S ADOPTED LANGUAGE IS
9 MATERIALLY DIFFERENT FROM THE MODEL COMPACT LANGUAGE SUCH
10 THAT THE STATE WOULD NOT QUALIFY FOR PARTICIPATION IN THE
11 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
15 ON BEHALF OF THE COMMISSION ACCORDING TO THE TERMS OF THIS
16 INTERSTATE COMPACT.

17 2. THE EXECUTIVE COMMITTEE SHALL BE COMPOSED OF EIGHT
18 VOTING MEMBERS:

19 a. THE COMMISSION CHAIR, VICE CHAIR, AND TREASURER; AND

20 b. FIVE MEMBERS WHO ARE ELECTED BY THE COMMISSION FROM
21 THE CURRENT MEMBERSHIP:

22 i. FOUR VOTING MEMBERS REPRESENTING GEOGRAPHIC REGIONS
23 IN ACCORDANCE WITH COMMISSION RULES; AND

24 ii. ONE AT LARGE VOTING MEMBER IN ACCORDANCE WITH
25 COMMISSION RULES.

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

1 4. THE EXECUTIVE COMMITTEE SHALL MEET AT LEAST ONCE
2 ANNUALLY.

3 5. THE EXECUTIVE COMMITTEE SHALL HAVE THE FOLLOWING
4 DUTIES AND RESPONSIBILITIES:

5 a. RECOMMEND TO THE ENTIRE COMMISSION CHANGES TO THE
6 RULES OR BYLAWS, CHANGES TO THE COMPACT LEGISLATION, FEES PAID
7 BY INTERSTATE COMPACT MEMBER STATES SUCH AS ANNUAL DUES, AND
8 ANY COMPACT FEE CHARGED BY THE MEMBER STATES ON BEHALF OF THE
9 COMMISSION.

10 b. ENSURE COMMISSION ADMINISTRATION SERVICES ARE
11 APPROPRIATELY PROVIDED, CONTRACTUAL OR OTHERWISE.

12 c. PREPARE AND RECOMMEND THE BUDGET.

13 d. MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE
14 COMMISSION.

15 e. MONITOR COMPLIANCE OF MEMBER STATES AND PROVIDE
16 REPORTS TO THE COMMISSION.

17 f. PERFORM OTHER DUTIES AS PROVIDED IN RULES OR BYLAWS.

18 **6. Meetings of the Commission**

19 a. ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND PUBLIC
20 NOTICE OF MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH COMMISSION
21 BYLAWS.

22 b. THE COMMISSION OR THE EXECUTIVE COMMITTEE OR OTHER
23 COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED,
24 NON-PUBLIC MEETING IF THE COMMISSION OR EXECUTIVE COMMITTEE OR
25 OTHER COMMITTEES OF THE COMMISSION MUST DISCUSS:

26 i. NON-COMPLIANCE OF A MEMBER STATE WITH ITS OBLIGATIONS
27 UNDER THE COMPACT.

1 ii. THE EMPLOYMENT, COMPENSATION, DISCIPLINE, OR OTHER
2 MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES
3 OR OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL
4 PERSONNEL PRACTICES AND PROCEDURES.

5 iii. CURRENT, THREATENED, OR REASONABLY ANTICIPATED
6 LITIGATION.

7 iv. NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE, OR
8 SALE OF GOODS, SERVICES, OR REAL ESTATE.

9 v. ACCUSING ANY PERSON OF A CRIME OR FORMALLY CENSURING
10 ANY PERSON.

11 vi. DISCLOSURE OF TRADE SECRETS OR COMMERCIAL OR FINANCIAL
12 INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL.

13 vii. DISCLOSURE OF INFORMATION OF A PERSONAL NATURE WHERE
14 DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF
15 PERSONAL PRIVACY.

16 viii. DISCLOSURE OF INVESTIGATIVE RECORDS COMPILED FOR LAW
17 ENFORCEMENT PURPOSES.

18 ix. DISCLOSURE OF INFORMATION RELATED TO ANY INVESTIGATIVE
19 REPORTS PREPARED BY OR ON BEHALF OF OR FOR USE OF THE COMMISSION
20 OR OTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF INVESTIGATION
21 OR DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THE COMPACT.

22 x. MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
23 FEDERAL OR MEMBER STATE STATUTE.

24 xi. OTHERS MATTERS AS SET FORTH BY COMMISSION BYLAWS AND
25 RULES.

26 c. IF A MEETING, OR PORTION OF A MEETING, IS CLOSED PURSUANT
27 TO THIS PROVISION, THE COMMISSION'S LEGAL COUNSEL OR DESIGNEE

1 SHALL CERTIFY THAT THE MEETING MAY BE CLOSED AND SHALL
2 REFERENCE EACH RELEVANT EXEMPTING PROVISION.

3 d. THE COMMISSION SHALL KEEP MINUTES OF COMMISSION
4 MEETINGS AND SHALL PROVIDE A FULL AND ACCURATE SUMMARY OF
5 ACTIONS TAKEN, AND THE REASONS THEREFORE, INCLUDING A
6 DESCRIPTION OF THE VIEWS EXPRESSED. ALL DOCUMENTS CONSIDERED IN
7 CONNECTION WITH AN ACTION SHALL BE IDENTIFIED IN SUCH MINUTES.
8 ALL MINUTES AND DOCUMENTS OF A CLOSED MEETING SHALL REMAIN
9 UNDER SEAL, SUBJECT TO RELEASE BY A MAJORITY VOTE OF THE
10 COMMISSION OR ORDER OF A COURT OF COMPETENT JURISDICTION.

11 **7. Financing of the Commission**

12 a. THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
13 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION,
14 AND ONGOING ACTIVITIES.

15 b. THE COMMISSION MAY ACCEPT ALL APPROPRIATE DONATIONS
16 AND GRANTS OF MONEY, EQUIPMENT, SUPPLIES, MATERIALS, AND
17 SERVICES, AND RECEIVE, UTILIZE, AND DISPOSE OF THE SAME, PROVIDED
18 THAT AT ALL TIMES THE COMMISSION SHALL AVOID ANY APPEARANCE OF
19 IMPROPRIETY OR CONFLICT OF INTEREST.

20 c. THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL
21 ASSESSMENT FROM EACH MEMBER STATE OR IMPOSE FEES ON OTHER
22 PARTIES TO COVER THE COST OF THE OPERATIONS AND ACTIVITIES OF THE
23 COMMISSION, IN ACCORDANCE WITH THE COMMISSION RULES.

24 d. THE COMMISSION SHALL NOT INCUR OBLIGATIONS OF ANY KIND
25 PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME; NOR SHALL
26 THE COMMISSION PLEDGE THE CREDIT OF ANY OF THE MEMBER STATES,
27 EXCEPT BY AND WITH THE AUTHORITY OF THE MEMBER STATE.

1 e. THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL
2 RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF
3 THE COMMISSION SHALL BE SUBJECT TO ACCOUNTING PROCEDURES
4 ESTABLISHED UNDER COMMISSION BYLAWS. ALL RECEIPTS AND
5 DISBURSEMENTS OF FUNDS OF THE COMMISSION SHALL BE REVIEWED
6 ANNUALLY IN ACCORDANCE WITH COMMISSION BYLAWS, AND A REPORT
7 OF THE REVIEW SHALL BE INCLUDED IN AND BECOME PART OF THE ANNUAL
8 REPORT OF THE COMMISSION.

9 **8. Qualified Immunity, Defense, and Indemnification**

10 a. THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES,
11 AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM SUIT
12 AND LIABILITY, EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY, FOR
13 ANY CLAIM FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY
14 OR OTHER CIVIL LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR
15 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED, OR THAT THE
16 PERSON AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS
17 FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION
18 EMPLOYMENT, DUTIES, OR RESPONSIBILITIES; PROVIDED THAT NOTHING IN
19 THIS PARAGRAPH SHALL BE CONSTRUED TO PROTECT ANY SUCH PERSON
20 FROM SUIT OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR LIABILITY
21 CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF
22 THAT PERSON.

23 b. THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,
24 EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF THE
25 COMMISSION IN ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING
26 OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION THAT
27 OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR

1 RESPONSIBILITIES, OR THAT THE PERSON AGAINST WHOM THE CLAIM IS
2 MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE
3 SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES;
4 PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT THAT
5 PERSON FROM RETAINING HIS OR HER OWN COUNSEL; AND PROVIDED
6 FURTHER, THAT THE ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION DID
7 NOT RESULT FROM THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON
8 MISCONDUCT.

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

20 **ARTICLE VIII- RULEMAKING**

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

26 B. THE COMMISSION SHALL PROMULGATE REASONABLE RULES TO
27 ACHIEVE THE INTENT AND PURPOSE OF THIS INTERSTATE COMPACT. IN THE

1 EVENT THE COMMISSION EXERCISES ITS RULEMAKING AUTHORITY IN A
2 MANNER THAT IS BEYOND PURPOSE AND INTENT OF THIS INTERSTATE
3 COMPACT, OR THE POWERS GRANTED HEREUNDER, THEN SUCH AN ACTION
4 BY THE COMMISSION SHALL BE INVALID AND HAVE NO FORCE AND EFFECT
5 OF LAW IN THE MEMBER STATES.

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

11 D. RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED OR
12 RATIFIED AT A REGULAR OR SPECIAL MEETING OF THE COMMISSION IN
13 ACCORDANCE WITH COMMISSION RULES AND BYLAWS.

14 E. UPON DETERMINATION THAT AN EMERGENCY EXISTS, THE
15 COMMISSION MAY CONSIDER AND ADOPT AN EMERGENCY RULE WITH
16 FORTY-EIGHT (48) HOURS' NOTICE, WITH OPPORTUNITY TO COMMENT,
17 PROVIDED THAT THE USUAL RULEMAKING PROCEDURES SHALL BE
18 RETROACTIVELY APPLIED TO THE RULE AS SOON AS REASONABLY
19 POSSIBLE, IN NO EVENT LATER THAN NINETY (90) DAYS AFTER THE
20 EFFECTIVE DATE OF THE RULE. FOR THE PURPOSES OF THIS PROVISION, AN
21 EMERGENCY RULE IS ONE THAT MUST BE ADOPTED IMMEDIATELY IN
22 ORDER TO:

- 23 1. MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY, OR
24 WELFARE.
- 25 2. PREVENT A LOSS OF COMMISSION OR MEMBER STATE FUNDS.
- 26 3. MEET A DEADLINE FOR THE PROMULGATION OF AN
27 ADMINISTRATIVE RULE THAT IS ESTABLISHED BY FEDERAL LAW OR RULE;

1 OR

2 4. PROTECT PUBLIC HEALTH AND SAFETY.

3 **ARTICLE IX- FACILITATING INFORMATION EXCHANGE**

4 A. THE COMMISSION SHALL PROVIDE FOR FACILITATING THE
5 EXCHANGE OF INFORMATION TO ADMINISTER AND IMPLEMENT THE
6 PROVISIONS OF THIS COMPACT IN ACCORDANCE WITH THE RULES OF THE
7 COMMISSION, CONSISTENT WITH GENERALLY ACCEPTED DATA PROTECTION
8 PRINCIPLES.

9 B. NOTHING IN THIS COMPACT SHALL BE DEEMED OR CONSTRUED
10 TO ALTER, LIMIT, OR INHIBIT THE POWER OF A MEMBER STATE TO
11 CONTROL AND MAINTAIN OWNERSHIP OF ITS LICENSEE INFORMATION OR
12 ALTER, LIMIT, OR INHIBIT THE LAWS OR REGULATIONS GOVERNING
13 LICENSEE INFORMATION IN THE MEMBER STATE.

14 **ARTICLE X- OVERSIGHT, DISPUTE RESOLUTION, AND**
15 **ENFORCEMENT**

16 **A. Oversight**

17 1. THE EXECUTIVE AND JUDICIAL BRANCHES OF STATE
18 GOVERNMENT IN EACH MEMBER STATE SHALL ENFORCE THIS COMPACT
19 AND TAKE ALL ACTIONS NECESSARY AND APPROPRIATE TO EFFECTUATE
20 THE COMPACT'S PURPOSES AND INTENT. THE PROVISIONS OF THIS
21 COMPACT SHALL HAVE STANDING AS STATUTORY LAW.

22 2. VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST
23 THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A
24 COURT OF COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE
25 COMMISSION IS LOCATED. THE COMMISSION MAY WAIVE VENUE AND
26 JURISDICTIONAL DEFENSES TO THE EXTENT IT ADOPTS OR CONSENTS TO
27 PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS.

1 NOTHING HEREIN SHALL AFFECT OR LIMIT THE SELECTION OR PROPRIETY
2 OF VENUE IN ANY ACTION AGAINST A LICENSEE FOR PROFESSIONAL
3 MALPRACTICE, MISCONDUCT, OR ANY SUCH SIMILAR MATTER.

4 3. ALL COURTS AND ALL ADMINISTRATIVE AGENCIES SHALL TAKE
5 JUDICIAL NOTICE OF THE COMPACT, THE RULES OF THE COMMISSION, AND
6 ANY INFORMATION PROVIDED TO A MEMBER STATE PURSUANT THERETO
7 IN ANY JUDICIAL OR QUASI-JUDICIAL PROCEEDING IN A MEMBER STATE
8 PERTAINING TO THE SUBJECT MATTER OF THIS COMPACT, OR WHICH MAY
9 AFFECT THE POWERS, RESPONSIBILITIES, OR ACTIONS OF THE COMMISSION.

10 4. THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF
11 PROCESS IN ANY PROCEEDING REGARDING THE ENFORCEMENT OR
12 INTERPRETATION OF THE COMPACT AND SHALL HAVE STANDING TO
13 INTERVENE IN SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO
14 PROVIDE THE COMMISSION SERVICE OF PROCESS SHALL RENDER A
15 JUDGMENT OR ORDER VOID AS TO THE COMMISSION, THIS COMPACT, OR
16 PROMULGATED RULES.

17 **B. Default, Technical Assistance, and Termination**

18 1. IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS
19 DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR
20 RESPONSIBILITIES UNDER THIS COMPACT OR THE PROMULGATED RULES,
21 THE COMMISSION SHALL:

22 a. PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE AND
23 OTHER MEMBER STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED
24 MEANS OF CURING THE DEFAULT, OR ANY OTHER ACTION TO BE TAKEN BY
25 THE COMMISSION; AND

26 b. PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL
27 ASSISTANCE REGARDING THE DEFAULT.

1 2. IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE
2 DEFAULTING STATE MAY BE TERMINATED FROM THE COMPACT UPON AN
3 AFFIRMATIVE VOTE OF A MAJORITY OF THE COMMISSIONERS OF THE
4 MEMBER STATES, AND ALL RIGHTS, PRIVILEGES, AND BENEFITS
5 CONFERRED ON THAT STATE BY THIS COMPACT MAY BE TERMINATED ON
6 THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE DEFAULT DOES NOT
7 RELIEVE THE OFFENDING STATE OF OBLIGATIONS OR LIABILITIES INCURRED
8 DURING THE PERIOD OF DEFAULT.

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

15 4. A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL
16 ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE
17 EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND
18 BEYOND THE EFFECTIVE DATE OF TERMINATION.

19 5. THE COMMISSION SHALL NOT BEAR ANY COSTS RELATED TO A
20 STATE THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED
21 FROM THE COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE
22 COMMISSION AND THE DEFAULTING STATE.

23 6. THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE
24 COMMISSION BY PETITIONING THE U.S. DISTRICT COURT FOR THE
25 DISTRICT OF COLUMBIA OR THE FEDERAL DISTRICT WHERE THE
26 COMMISSION HAS ITS PRINCIPAL OFFICES. THE PREVAILING PARTY SHALL
27 BE AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE

1 ATTORNEY'S FEES.

2 **C. Dispute Resolution**

3 1. UPON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL
4 ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE
5 AMONG MEMBER STATES AND BETWEEN MEMBER AND NON-MEMBER
6 STATES.

7 2. THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR
8 BOTH BINDING AND NON-BINDING ALTERNATIVE DISPUTE RESOLUTION FOR
9 DISPUTES AS APPROPRIATE.

10 **D. Enforcement**

11 1. THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS
12 DISCRETION, SHALL ENFORCE THE PROVISIONS AND RULES OF THIS
13 COMPACT.

14 2. BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL
15 ACTION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
16 COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS
17 PRINCIPAL OFFICES AGAINST A MEMBER STATE IN DEFAULT TO ENFORCE
18 COMPLIANCE WITH THE PROVISIONS OF THE COMPACT AND ITS
19 PROMULGATED RULES AND BYLAWS. THE RELIEF SOUGHT MAY INCLUDE
20 BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE EVENT JUDICIAL
21 ENFORCEMENT IS NECESSARY, THE PREVAILING PARTY SHALL BE AWARDED
22 ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S
23 FEES. THE REMEDIES HEREIN SHALL NOT BE THE EXCLUSIVE REMEDIES OF
24 THE COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER REMEDIES
25 AVAILABLE UNDER FEDERAL OR STATE LAW.

26 **ARTICLE XI- EFFECTUATION, WITHDRAWAL,**
27 **AND AMENDMENT**

1 A. THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON
2 WHICH THE COMPACT STATUTE IS ENACTED INTO LAW IN THE TENTH
3 MEMBER STATE.

4 1. ON OR AFTER THE EFFECTIVE DATE OF THE COMPACT, THE
5 COMMISSION SHALL CONVENE AND REVIEW THE ENACTMENT OF EACH OF
6 THE CHARTER MEMBER STATES TO DETERMINE IF THE STATUTE ENACTED
7 BY EACH SUCH CHARTER MEMBER STATE IS MATERIALLY DIFFERENT FROM
8 THE MODEL COMPACT STATUTE.

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

12 3. MEMBER STATES ENACTING THE COMPACT SUBSEQUENT TO THE
13 CHARTER MEMBER STATES SHALL BE SUBJECT TO THE PROCESS SET FORTH
14 IN ARTICLE VII.C.20 TO DETERMINE IF THEIR ENACTMENTS ARE
15 MATERIALLY DIFFERENT FROM THE MODEL COMPACT STATUTE AND
16 WHETHER THEY QUALIFY FOR PARTICIPATION IN THE COMPACT.

17 B. IF ANY MEMBER STATE IS LATER FOUND TO BE IN DEFAULT, OR
18 IS TERMINATED OR WITHDRAWS FROM THE COMPACT, THE COMMISSION
19 SHALL REMAIN IN EXISTENCE AND THE COMPACT SHALL REMAIN IN EFFECT
20 EVEN IF THE NUMBER OF MEMBER STATES SHOULD BE LESS THAN TEN.

21 C. ANY STATE THAT JOINS THE COMPACT AFTER THE
22 COMMISSION'S INITIAL ADOPTION OF THE RULES AND BYLAWS SHALL BE
23 SUBJECT TO THE RULES AND BYLAWS AS THEY EXIST ON THE DATE ON
24 WHICH THE COMPACT BECOMES LAW IN THAT STATE. ANY RULE THAT HAS
25 BEEN PREVIOUSLY ADOPTED BY THE COMMISSION SHALL HAVE THE FULL
26 FORCE AND EFFECT OF LAW ON THE DAY THE COMPACT BECOMES LAW IN
27 THAT STATE, AS THE RULES AND BYLAWS MAY BE AMENDED AS PROVIDED

1 IN THIS COMPACT.

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

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

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

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

15 **ARTICLE XII- CONSTRUCTION AND SEVERABILITY**

16 THIS COMPACT SHALL BE LIBERALLY CONSTRUED TO EFFECTUATE
17 THE PURPOSES THEREOF. THE PROVISIONS OF THIS COMPACT SHALL BE
18 SEVERABLE AND IF ANY PHRASE, CLAUSE, SENTENCE, OR PROVISION OF
19 THIS COMPACT IS DECLARED TO BE CONTRARY TO THE CONSTITUTION OF
20 ANY MEMBER STATE OR A STATE SEEKING MEMBERSHIP IN THE COMPACT,
21 OR OF THE UNITED STATES OR THE APPLICABILITY THEREOF TO ANY OTHER
22 GOVERNMENT, AGENCY, PERSON, OR CIRCUMSTANCE IS HELD INVALID, THE
23 VALIDITY OF THE REMAINDER OF THIS COMPACT AND THE APPLICABILITY
24 THEREOF TO ANY GOVERNMENT, AGENCY, PERSON, OR CIRCUMSTANCE
25 SHALL NOT BE AFFECTED THEREBY. IF THIS COMPACT SHALL BE HELD
26 CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE, THE COMPACT
27 SHALL 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- CONSISTENT EFFECT AND**
4 **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 INCONSISTENT 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
12 AND THE MEMBER STATES ARE BINDING IN ACCORDANCE WITH THEIR
13 TERMS.

14 **24-60-4403. Notice to revisor of statutes.** THIS PART 44 TAKES
15 EFFECT ON THE DATE THE COMPACT IS ENACTED INTO LAW IN THE TENTH
16 COMPACT STATE. THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF
17 EDUCATION SHALL NOTIFY THE REVISOR OF STATUTES IN WRITING WHEN
18 THE CONDITION SPECIFIED IN THIS SECTION HAS OCCURRED BY E-MAILING
19 THE NOTICE TO REVISOROFSTATUTES.GA@COLEG.GOV. THIS PART 44
20 TAKES EFFECT UPON THE DATE IDENTIFIED IN THE NOTICE THAT THE
21 COMPACT IS ENACTED INTO LAW IN THE TENTH COMPACT STATE OR UPON
22 THE DATE OF THE NOTICE TO THE REVISOR OF STATUTES IF THE NOTICE
23 DOES NOT SPECIFY A DIFFERENT DATE.

24 **SECTION 2. Act subject to petition - effective date.** This act
25 takes effect at 12:01 a.m. on the day following the expiration of the
26 ninety-day period after final adjournment of the general assembly; except
27 that, if a referendum petition is filed pursuant to section 1 (3) of article V

1 of the state constitution against this act or an item, section, or part of this
2 act within such period, then the act, item, section, or part will not take
3 effect unless approved by the people at the general election to be held in
4 November 2024 and, in such case, will take effect on the date of the
5 official declaration of the vote thereon by the governor.