

# STATE OF NEW YORK

7571

2023-2024 Regular Sessions

## IN ASSEMBLY

May 25, 2023

Introduced by M. of A. MILLER -- read once and referred to the Committee on Education

AN ACT to amend the education law, in relation to adopting the interstate teacher mobility compact

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The education law is amended by adding a new article 25 to  
2 read as follows:

### ARTICLE 25

#### INTERSTATE TEACHER MOBILITY COMPACT

3 Section 1300. Interstate teacher mobility compact.

4 § 1300. Interstate teacher mobility compact. 1. The interstate teacher  
5 mobility compact is hereby entered into and enacted into law with all  
6 jurisdictions legally joining therein, in the form substantially as  
7 follows:

#### ARTICLE I- PURPOSE

8 The purpose of this Compact is to facilitate the mobility of Teachers  
9 across the Member States, with the goal of supporting Teachers through a  
10 new pathway to licensure. Through this Compact, the Member States seek  
11 to establish a collective regulatory framework that expedites and  
12 enhances the ability of Teachers to move across State lines.

13 This Compact is intended to achieve the following objectives and  
14 should be interpreted accordingly. The Member States hereby ratify the  
15 same intentions by subscribing hereto.

16 A. Create a streamlined pathway to licensure mobility for Teachers;

17 B. Support the relocation of Eligible Military Spouses;

18 C. Facilitate and enhance the exchange of licensure, investigative,  
19 and disciplinary information between the Member States;

20 D. Enhance the power of State and district level education officials  
21 to hire qualified, competent Teachers by removing barriers to the  
22 employment of out-of-state Teachers;

23 EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
24 [-] is old law to be omitted.

25 LBD11375-01-3

1 E. Support the retention of Teachers in the profession by removing  
2 barriers to relicensure in a new State; and

3 F. Maintain State sovereignty in the regulation of the teaching  
4 profession.

5 ARTICLE II- DEFINITIONS

6 As used in this Compact, and except as otherwise provided, the follow-  
7 ing definitions shall govern the terms herein:

8 A. "Active Military Member" means any person with full-time duty  
9 status in the armed forces of the United States, including members of  
10 the National Guard and Reserve.

11 B. "Adverse Action" means any limitation or restriction imposed by a  
12 Member State's Licensing Authority, such as revocation, suspension,  
13 reprimand, probation, or limitation on the licensee's ability to work as  
14 a Teacher.

15 C. "Bylaws" means those bylaws established by the Commission.

16 D. "Career and Technical Education License" means a current, valid  
17 authorization issued by a Member State's Licensing Authority allowing an  
18 individual to serve as a Teacher in P-12 public educational settings in  
19 a specific career and technical education area.

20 E. "Charter Member States" means a Member State that has enacted  
21 legislation to adopt this Compact where such legislation predates the  
22 initial meeting of the Commission after the effective date of the  
23 Compact.

24 F. "Commission" means the interstate administrative body which member-  
25 ship consists of delegates of all States that have enacted this Compact,  
26 and which is known as the Interstate Teacher Mobility Compact Commis-  
27 sion.

28 G. "Commissioner" means the delegate of a Member State.

29 H. "Eligible License" means a license to engage in the teaching  
30 profession which requires at least a bachelor's degree and the  
31 completion of a state approved program for Teacher licensure.

32 I. "Eligible Military Spouse" means the spouse of any individual in  
33 full-time duty status in the active armed forces of the United States  
34 including members of the National Guard and Reserve moving as a result  
35 of a military mission or military career progression requirements or are  
36 on their terminal move as a result of separation or retirement (to  
37 include surviving spouses of deceased military members).

38 J. "Executive Committee" means a group of Commissioners elected or  
39 appointed to act on behalf of, and within the powers granted to them by,  
40 the Commission as provided for herein.

41 K. "Licensing Authority" means an official, agency, board, or other  
42 entity of a State that is responsible for the licensing and regulation  
43 of Teachers authorized to teach in P-12 public educational settings.

44 L. "Member State" means any State that has adopted this Compact,  
45 including all agencies and officials of such a State.

46 M. "Receiving State" means any State where a Teacher has applied for  
47 licensure under this Compact.

48 N. "Rule" means any regulation promulgated by the Commission under  
49 this Compact, which shall have the force of law in each Member State.

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

52 P. "State Practice Laws" means a Member State's laws, Rules, and regu-  
53 lations that govern the teaching profession, define the scope of such  
54 profession, and create the methods and grounds for imposing discipline.

1 Q. "State Specific Requirements" means a requirement for licensure  
2 covered in coursework or examination that includes content of unique  
3 interest to the State.

4 R. "Teacher" means an individual who currently holds an authorization  
5 from a Member State that forms the basis for employment in the P-12  
6 public schools of the State to provide instruction in a specific subject  
7 area, grade level, or student population.

8 S. "Unencumbered License" means a current, valid authorization issued  
9 by a Member State's Licensing Authority allowing an individual to serve  
10 as a Teacher in P-12 public educational settings. A Unencumbered License  
11 is not a restricted, probationary, provisional, substitute or temporary  
12 credential.

### 13 ARTICLE III- LICENSURE UNDER THE COMPACT

14 A. Licensure under this Compact pertains only to the initial grant of  
15 a license by the Receiving State. Nothing herein applies to any subse-  
16 quent or ongoing compliance requirements that a Receiving State might  
17 require for Teachers.

18 B. Each Member State shall, in accordance with the Rules of the  
19 Commission, define, compile, and update as necessary, a list of Eligible  
20 Licenses and Career and Technical Education Licenses that the Member  
21 State is willing to consider for equivalency under this Compact and  
22 provide the list to the Commission. The list shall include those  
23 licenses that a Receiving State is willing to grant to Teachers from  
24 other Member States, pending a determination of equivalency by the  
25 Receiving State's Licensing Authority.

26 C. Upon the receipt of an application for licensure by a Teacher hold-  
27 ing an Unencumbered Eligible License, the Receiving State shall deter-  
28 mine which of the Receiving State's Eligible Licenses the Teacher is  
29 qualified to hold and shall grant such a license or licenses to the  
30 applicant. Such a determination shall be made in the sole discretion of  
31 the Receiving State's Licensing Authority and may include a determi-  
32 nation that the applicant is not eligible for any of the Receiving  
33 State's Eligible Licenses. For all Teachers who hold an Unencumbered  
34 License, the Receiving State shall grant one or more Unencumbered  
35 License(s) that, in the Receiving State's sole discretion, are equiv-  
36 alent to the license(s) held by the Teacher in any other Member State.

37 D. For Active Military Members and Eligible Military Spouses who hold  
38 a license that is not Unencumbered, the Receiving State shall grant an  
39 equivalent license or licenses that, in the Receiving State's sole  
40 discretion, is equivalent to the license or licenses held by the Teacher  
41 in any other Member State, except where the Receiving State does not  
42 have an equivalent license.

43 E. For a Teacher holding an Unencumbered Career and Technical Educa-  
44 tion License, the Receiving State shall grant an Unencumbered License  
45 equivalent to the Career and Technical Education License held by the  
46 applying Teacher and issued by another Member State, as determined by  
47 the Receiving State in its sole discretion, except where a Career and  
48 Technical Education Teacher does not hold a bachelor's degree and the  
49 Receiving State requires a bachelor's degree for licenses to teach  
50 Career and Technical Education. A Receiving State may require Career and  
51 Technical Education Teachers to meet State industry recognized require-  
52 ments, if required by law in the Receiving State.

### 53 ARTICLE IV- LICENSURE NOT UNDER THE COMPACT

54 A. Except as provided in Article III above, nothing in this Compact  
55 shall be construed to limit or inhibit the power of a Member State to

1 regulate licensure or endorsements overseen by the Member State's  
2 Licensing Authority.

3 B. When a Teacher is required to renew a license received pursuant to  
4 this Compact, the State granting such a license may require the Teacher  
5 to complete State Specific Requirements as a condition of licensure  
6 renewal or advancement in that State.

7 C. For the purposes of determining compensation, a Receiving State may  
8 require additional information from Teachers receiving a license under  
9 the provisions of this Compact.

10 D. Nothing in this Compact shall be construed to limit the power of a  
11 Member State to control and maintain ownership of its information  
12 pertaining to Teachers, or limit the application of a Member State's  
13 laws or regulations governing the ownership, use, or dissemination of  
14 information pertaining to Teachers.

15 E. Nothing in this Compact shall be construed to invalidate or alter  
16 any existing agreement or other cooperative arrangement which a Member  
17 State may already be a party to, or limit the ability of a Member State  
18 to participate in any future agreement or other cooperative arrangement  
19 to:

20 1. Award teaching licenses or other benefits based on additional  
21 professional credentials, including, but not limited to National Board  
22 Certification;

23 2. Participate in the exchange of names of Teachers whose license has  
24 been subject to an Adverse Action by a Member State; or

25 3. Participate in any agreement or cooperative arrangement with a  
26 non-Member State.

#### 27 ARTICLE V- TEACHER QUALIFICATIONS AND REQUIREMENTS FOR LICENSURE UNDER 28 THE COMPACT

29 A. Except as provided for Active Military Members or Eligible Military  
30 Spouses in Article III.D above, a Teacher may only be eligible to  
31 receive a license under this Compact where that Teacher holds an Unen-  
32 cumbered License in a Member State.

33 B. A Teacher eligible to receive a license under this Compact shall,  
34 unless otherwise provided for herein:

35 1. Upon their application to receive a license under this Compact,  
36 undergo a criminal background check in the Receiving State in accordance  
37 with the laws and regulations of the Receiving State; and

38 2. Provide the Receiving State with information in addition to the  
39 information required for licensure for the purposes of determining  
40 compensation, if applicable.

#### 41 ARTICLE VI- DISCIPLINE / ADVERSE ACTIONS

42 A. Nothing in this Compact shall be deemed or construed to limit the  
43 authority of a Member State to investigate or impose disciplinary meas-  
44 ures on Teachers according to the State Practice Laws thereof.

45 B. Member States shall be authorized to receive, and shall provide,  
46 files and information regarding the investigation and discipline, if  
47 any, of Teachers in other Member States upon request. Any Member State  
48 receiving such information or files shall protect and maintain the secu-  
49 rity and confidentiality thereof, in at least the same manner that it  
50 maintains its own investigatory or disciplinary files and information.  
51 Prior to disclosing any disciplinary or investigatory information  
52 received from another Member State, the disclosing state shall communi-  
53 cate its intention and purpose for such disclosure to the Member State  
54 which originally provided that information.

#### 55 ARTICLE VII- ESTABLISHMENT OF THE INTERSTATE TEACHER MOBILITY COMPACT 56 COMMISSION

1 A. The interstate compact Member States hereby create and establish a  
2 joint public agency known as the Interstate Teacher Mobility Compact  
3 Commission:

4 1. The Commission is a joint interstate governmental agency comprised  
5 of States that have enacted the Interstate Teacher Mobility Compact.

6 2. Nothing in this interstate compact shall be construed to be a waiv-  
7 er of sovereign immunity.

8 B. Membership, Voting, and Meetings

9 1. Each Member State shall have and be limited to one (1) delegate to  
10 the Commission, who shall be given the title of Commissioner.

11 2. The Commissioner shall be the primary administrative officer of the  
12 State Licensing Authority or their designee.

13 3. Any Commissioner may be removed or suspended from office as  
14 provided by the law of the state from which the Commissioner is  
15 appointed.

16 4. The Member State shall fill any vacancy occurring in the Commission  
17 within 90 days.

18 5. Each Commissioner shall be entitled to one (1) vote about the  
19 promulgation of Rules and creation of Bylaws and shall otherwise have an  
20 opportunity to participate in the business and affairs of the Commis-  
21 sion. A Commissioner shall vote in person or by such other means as  
22 provided in the Bylaws. The Bylaws may provide for Commissioners'  
23 participation in meetings by telephone or other means of communication.

24 6. The Commission shall meet at least once during each calendar year.  
25 Additional meetings shall be held as set forth in the Bylaws.

26 7. The Commission shall establish by Rule a term of office for Commis-  
27 sioners.

28 C. The Commission shall have the following powers and duties:

29 1. Establish a Code of Ethics for the Commission.

30 2. Establish the fiscal year of the Commission.

31 3. Establish Bylaws for the Commission.

32 4. Maintain its financial records in accordance with the Bylaws of the  
33 Commission.

34 5. Meet and take such actions as are consistent with the provisions of  
35 this interstate compact, the Bylaws, and Rules of the Commission.

36 6. Promulgate uniform Rules to implement and administer this inter-  
37 state compact. The Rules shall have the force and effect of law and  
38 shall be binding in all Member States. In the event the Commission exer-  
39 cises its Rulemaking authority in a manner that is beyond the scope of  
40 the purposes of the compact, or the powers granted hereunder, then such  
41 an action by the Commission shall be invalid and have no force and  
42 effect of law.

43 7. Bring and prosecute legal proceedings or actions in the name of the  
44 Commission, provided that the standing of any Member State Licensing  
45 Authority to sue or be sued under applicable law shall not be affected.

46 8. Purchase and maintain insurance and bonds.

47 9. Borrow, accept, or contract for services of personnel, including,  
48 but not limited to, employees of a Member State, or an associated non-  
49 governmental organization that is open to membership by all states.

50 10. Hire employees, elect, or appoint officers, fix compensation,  
51 define duties, grant such individuals appropriate authority to carry out  
52 the purposes of the compact, and establish the Commission's personnel  
53 policies and programs relating to conflicts of interest, qualifications  
54 of personnel, and other related personnel matters.

55 11. Lease, purchase, accept appropriate gifts or donations of, or  
56 otherwise own, hold, improve, or use, any property, real, personal or

1 mixed, provided that at all times the Commission shall avoid any appear-  
2 ance of impropriety.

3 12. Sell, convey, mortgage, pledge, lease, exchange, abandon, or  
4 otherwise dispose of any property real, personal, or mixed.

5 13. Establish a budget and make expenditures.

6 14. Borrow money.

7 15. Appoint committees, including standing committees composed of  
8 members and such other interested persons as may be designated in this  
9 interstate compact, Rules, or Bylaws.

10 16. Provide and receive information from, and cooperate with, law  
11 enforcement agencies.

12 17. Establish and elect an Executive Committee.

13 18. Establish and develop a charter for an Executive Information  
14 Governance Committee to advise on facilitating exchange of information;  
15 use of information, data privacy, and technical support needs, and  
16 provide reports as needed.

17 19. Perform such other functions as may be necessary or appropriate to  
18 achieve the purposes of this interstate compact consistent with the  
19 State regulation of Teacher licensure.

20 20. Determine whether a State's adopted language is materially differ-  
21 ent from the model compact language such that the State would not quali-  
22 fy for participation in the Compact.

23 D. The Executive Committee of the Interstate Teacher Mobility Compact  
24 Commission

25 1. The Executive Committee shall have the power to act on behalf of  
26 the Commission according to the terms of this interstate compact.

27 2. The Executive Committee shall be composed of eight voting members:

28 a. The Commission chair, vice chair, and treasurer; and

29 b. Five members who are elected by the Commission from the current  
30 membership:

31 i. Four voting members representing geographic regions in accordance  
32 with Commission Rules; and

33 ii. One at large voting member in accordance with Commission Rules.

34 3. The Commission may add or remove members of the Executive Committee  
35 as provided in Commission Rules.

36 4. The Executive Committee shall meet at least once annually.

37 5. The Executive Committee shall have the following duties and respon-  
38 sibilities:

39 a. Recommend to the entire Commission changes to the Rules or Bylaws,  
40 changes to the compact legislation, fees paid by interstate compact  
41 Member States such as annual dues, and any compact fee charged by the  
42 Member States on behalf of the Commission.

43 b. Ensure Commission administration services are appropriately  
44 provided, contractual or otherwise.

45 c. Prepare and recommend the budget.

46 d. Maintain financial records on behalf of the Commission.

47 e. Monitor compliance of Member States and provide reports to the  
48 Commission.

49 f. Perform other duties as provided in Rules or Bylaws.

50 6. Meetings of the Commission

51 a. All meetings shall be open to the public, and public notice of  
52 meetings shall be given in accordance with Commission Bylaws.

53 b. The Commission or the Executive Committee or other committees of  
54 the Commission may convene in a closed, non-public meeting if the  
55 Commission or Executive Committee or other committees of the Commission  
56 must discuss:

1 i. Non-compliance of a Member State with its obligations under the  
2 compact.

3 ii. The employment, compensation, discipline or other matters, prac-  
4 tices or procedures related to specific employees or other matters  
5 related to the Commission's internal personnel practices and procedures.

6 iii. Current, threatened, or reasonably anticipated litigation.

7 iv. Negotiation of contracts for the purchase, lease, or sale of  
8 goods, services, or real estate.

9 v. Accusing any person of a crime or formally censuring any person.

10 vi. Disclosure of trade secrets or commercial or financial information  
11 that is privileged or confidential.

12 vii. Disclosure of information of a personal nature where disclosure  
13 would constitute a clearly unwarranted invasion of personal privacy.

14 viii. Disclosure of investigative records compiled for law enforcement  
15 purposes.

16 ix. Disclosure of information related to any investigative reports  
17 prepared by or on behalf of or for use of the Commission or other  
18 committee charged with responsibility of investigation or determination  
19 of compliance issues pursuant to the compact.

20 x. Matters specifically exempted from disclosure by federal or Member  
21 State statute.

22 xi. Others matters as set forth by Commission Bylaws and Rules.

23 c. If a meeting, or portion of a meeting, is closed pursuant to this  
24 provision, the Commission's legal counsel or designee shall certify that  
25 the meeting may be closed and shall reference each relevant exempting  
26 provision.

27 d. The Commission shall keep minutes of Commission meetings and shall  
28 provide a full and accurate summary of actions taken, and the reasons  
29 therefore, including a description of the views expressed. All documents  
30 considered in connection with an action shall be identified in such  
31 minutes. All minutes and documents of a closed meeting shall remain  
32 under seal, subject to release by a majority vote of the Commission or  
33 order of a court of competent jurisdiction.

#### 34 7. Financing of the Commission

35 a. The Commission shall pay, or provide for the payment of, the  
36 reasonable expenses of its establishment, organization, and ongoing  
37 activities.

38 b. The Commission may accept all appropriate donations and grants of  
39 money, equipment, supplies, materials, and services, and receive,  
40 utilize, and dispose of the same, provided that at all times the Commis-  
41 sion shall avoid any appearance of impropriety or conflict of interest.

42 c. The Commission may levy on and collect an annual assessment from  
43 each Member State or impose fees on other parties to cover the cost of  
44 the operations and activities of the Commission, in accordance with the  
45 Commission Rules.

46 d. The Commission shall not incur obligations of any kind prior to  
47 securing the funds adequate to meet the same; nor shall the Commission  
48 pledge the credit of any of the Member States, except by and with the  
49 authority of the Member State.

50 e. The Commission shall keep accurate accounts of all receipts and  
51 disbursements. The receipts and disbursements of the Commission shall be  
52 subject to accounting procedures established under Commission Bylaws.  
53 All receipts and disbursements of funds of the Commission shall be  
54 reviewed annually in accordance with Commission Bylaws, and a report of  
55 the review shall be included in and become part of the annual report of  
56 the Commission.

1 8. Qualified Immunity, Defense, and Indemnification

2 a. The members, officers, executive director, employees and represen-  
3 tatives of the Commission shall be immune from suit and liability,  
4 either personally or in their official capacity, for any claim for  
5 damage to or loss of property or personal injury or other civil liabil-  
6 ity caused by or arising out of any actual or alleged act, error or  
7 omission that occurred, or that the person against whom the claim is  
8 made had a reasonable basis for believing occurred within the scope of  
9 Commission employment, duties or responsibilities; provided that nothing  
10 in this paragraph shall be construed to protect any such person from  
11 suit or liability for any damage, loss, injury, or liability caused by  
12 the intentional or willful or wanton misconduct of that person.

13 b. The Commission shall defend any member, officer, executive direc-  
14 tor, employee, or representative of the Commission in any civil action  
15 seeking to impose liability arising out of any actual or alleged act,  
16 error, or omission that occurred within the scope of Commission employ-  
17 ment, duties, or responsibilities, or that the person against whom the  
18 claim is made had a reasonable basis for believing occurred within the  
19 scope of Commission employment, duties, or responsibilities; provided  
20 that nothing herein shall be construed to prohibit that person from  
21 retaining his or her own counsel; and provided further, that the actual  
22 or alleged act, error, or omission did not result from that person's  
23 intentional or willful or wanton misconduct.

24 c. The Commission shall indemnify and hold harmless any member, offi-  
25 cer, executive director, employee, or representative of the Commission  
26 for the amount of any settlement or judgment obtained against that  
27 person arising out of any actual or alleged act, error or omission that  
28 occurred within the scope of Commission employment, duties, or responsi-  
29 bilities, or that such person had a reasonable basis for believing  
30 occurred within the scope of Commission employment, duties, or responsi-  
31 bilities, provided that the actual or alleged act, error, or omission  
32 did not result from the intentional or willful or wanton misconduct of  
33 that person.

34 ARTICLE VIII- RULEMAKING

35 A. The Commission shall exercise its Rulemaking powers pursuant to the  
36 criteria set forth in this interstate compact and the Rules adopted  
37 thereunder. Rules and amendments shall become binding as of the date  
38 specified in each Rule or amendment.

39 B. The Commission shall promulgate reasonable Rules to achieve the  
40 intent and purpose of this interstate compact. In the event the Commis-  
41 sion exercises its Rulemaking authority in a manner that is beyond  
42 purpose and intent of this interstate compact, or the powers granted  
43 hereunder, then such an action by the Commission shall be invalid and  
44 have no force and effect of law in the Member States.

45 C. If a majority of the legislatures of the Member States rejects a  
46 Rule, by enactment of a statute or resolution in the same manner used to  
47 adopt the compact within four (4) years of the date of adoption of the  
48 Rule, then such Rule shall have no further force and effect in any  
49 Member State.

50 D. Rules or amendments to the Rules shall be adopted or ratified at a  
51 regular or special meeting of the Commission in accordance with Commis-  
52 sion Rules and Bylaws.

53 E. Upon determination that an emergency exists, the Commission may  
54 consider and adopt an emergency Rule with 48 hours' notice, with oppor-  
55 tunity to comment, provided that the usual Rulemaking procedures shall  
56 be retroactively applied to the Rule as soon as reasonably possible, in

1 no event later than ninety (90) days after the effective date of the  
2 Rule. For the purposes of this provision, an emergency Rule is one that  
3 must be adopted immediately in order to:

4 a. Meet an imminent threat to public health, safety, or welfare.

5 1. Prevent a loss of Commission or Member State funds.

6 2. Meet a deadline for the promulgation of an administrative Rule that  
7 is established by federal law or Rule; or

8 3. Protect public health and safety.

9 ARTICLE IX- FACILITATING INFORMATION EXCHANGE

10 A. The Commission shall provide for facilitating the exchange of  
11 information to administer and implement the provisions of this compact  
12 in accordance with the Rules of the Commission, consistent with general-  
13 ly accepted data protection principles.

14 B. Nothing in this compact shall be deemed or construed to alter,  
15 limit, or inhibit the power of a Member State to control and maintain  
16 ownership of its licensee information or alter, limit, or inhibit the  
17 laws or regulations governing licensee information in the Member State.

18 ARTICLE X- OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

19 A. Oversight

20 1. The executive and judicial branches of State government in each  
21 Member State shall enforce this Compact and take all actions necessary  
22 and appropriate to effectuate the Compact's purposes and intent. The  
23 provisions of this Compact shall have standing as statutory law.

24 2. Venue is proper and judicial proceedings by or against the Commis-  
25 sion shall be brought solely and exclusively in a court of competent  
26 jurisdiction where the principal office of the Commission is located.  
27 The Commission may waive venue and jurisdictional defenses to the extent  
28 it adopts or consents to participate in alternative dispute resolution  
29 proceedings. Nothing herein shall affect or limit the selection or  
30 propriety of venue in any action against a licensee for professional  
31 malpractice, misconduct or any such similar matter.

32 3. All courts and all administrative agencies shall take judicial  
33 notice of the Compact, the Rules of the Commission, and any information  
34 provided to a Member State pursuant thereto in any judicial or quasi-ju-  
35 dicial proceeding in a Member State pertaining to the subject matter of  
36 this Compact, or which may affect the powers, responsibilities, or  
37 actions of the Commission.

38 4. The Commission shall be entitled to receive service of process in  
39 any proceeding regarding the enforcement or interpretation of the  
40 Compact and shall have standing to intervene in such a proceeding for  
41 all purposes. Failure to provide the Commission service of process  
42 shall render a judgment or order void as to the Commission, this  
43 Compact, or promulgated Rules.

44 B. Default, Technical Assistance, and Termination

45 1. If the Commission determines that a Member State has defaulted in  
46 the performance of its obligations or responsibilities under this  
47 Compact or the promulgated Rules, the Commission shall:

48 a. Provide written notice to the defaulting State and other Member  
49 States of the nature of the default, the proposed means of curing the  
50 default or any other action to be taken by the Commission; and

51 b. Provide remedial training and specific technical assistance regard-  
52 ing the default.

53 C. If a State in default fails to cure the default, the defaulting  
54 State may be terminated from the Compact upon an affirmative vote of a  
55 majority of the Commissioners of the Member States, and all rights,  
56 privileges and benefits conferred on that State by this Compact may be

1 terminated on the effective date of termination. A cure of the default  
2 does not relieve the offending State of obligations or liabilities  
3 incurred during the period of default.

4 D. Termination of membership in the Compact shall be imposed only  
5 after all other means of securing compliance have been exhausted.  
6 Notice of intent to suspend or terminate shall be given by the Commis-  
7 sion to the governor, the majority and minority leaders of the default-  
8 ing State's legislature, the State Licensing Authority and each of the  
9 Member States.

10 E. A State that has been terminated is responsible for all assess-  
11 ments, obligations, and liabilities incurred through the effective date  
12 of termination, including obligations that extend beyond the effective  
13 date of termination.

14 F. The Commission shall not bear any costs related to a State that is  
15 found to be in default or that has been terminated from the Compact,  
16 unless agreed upon in writing between the Commission and the defaulting  
17 State.

18 G. The defaulting State may appeal the action of the Commission by  
19 petitioning the U.S. District Court for the District of Columbia or the  
20 federal district where the Commission has its principal offices. The  
21 prevailing party shall be awarded all costs of such litigation, includ-  
22 ing reasonable attorney's fees.

#### 23 H. Dispute Resolution

24 1. Upon request by a Member State, the Commission shall attempt to  
25 resolve disputes related to the Compact that arise among Member States  
26 and between Member and non-Member States.

27 2. The Commission shall promulgate a Rule providing for both binding  
28 and non-binding alternative dispute resolution for disputes as appropri-  
29 ate.

#### 30 I. Enforcement

31 1. The Commission, in the reasonable exercise of its discretion, shall  
32 enforce the provisions and Rules of this Compact.

33 2. By majority vote, the Commission may initiate legal action in the  
34 United States District Court for the District of Columbia or the federal  
35 district where the Commission has its principal offices against a Member  
36 State in default to enforce compliance with the provisions of the  
37 Compact and its promulgated Rules and Bylaws. The relief sought may  
38 include both injunctive relief and damages. In the event judicial  
39 enforcement is necessary, the prevailing party shall be awarded all  
40 costs of such litigation, including reasonable attorney's fees. The  
41 remedies herein shall not be the exclusive remedies of the Commission.  
42 The Commission may pursue any other remedies available under federal or  
43 State law.

#### 44 ARTICLE XI- EFFECTUATION, WITHDRAWAL, AND AMENDMENT

45 A. The Compact shall come into effect on the date on which the Compact  
46 statute is enacted into law in the tenth Member State.

47 1. On or after the effective date of the Compact, the Commission shall  
48 convene and review the enactment of each of the Charter Member States to  
49 determine if the statute enacted by each such Charter Member State is  
50 materially different from the model Compact statute.

51 2. A Charter Member State whose enactment is found to be materially  
52 different from the model Compact statute shall be entitled to the  
53 default process set forth in Article X.

54 3. Member States enacting the Compact subsequent to the Charter Member  
55 States shall be subject to the process set forth in Article VII.C.20 to  
56 determine if their enactments are materially different from the model

Compact statute and whether they qualify for participation in the Compact.

B. If any Member State is later found to be in default, or is terminated or withdraws from the Compact, the Commission shall remain in existence and the Compact shall remain in effect even if the number of Member States should be less than ten.

C. Any State that joins the Compact after the Commission's initial adoption of the Rules and Bylaws shall be subject to the Rules and Bylaws as they exist on the date on which the Compact becomes law in that State. Any Rule that has been previously adopted by the Commission shall have the full force and effect of law on the day the Compact becomes law in that State, as the Rules and Bylaws may be amended as provided in this Compact.

D. Any Member State may withdraw from this Compact by enacting a statute repealing the same.

1. A Member State's withdrawal shall not take effect until six (6) months after enactment of the repealing statute.

2. Withdrawal shall not affect the continuing requirement of the withdrawing State's Licensing Authority to comply with the investigative and Adverse Action reporting requirements of this act prior to the effective date of withdrawal.

E. This Compact may be amended by the Member States. No amendment to this Compact shall become effective and binding upon any Member State until it is enacted into the laws of all Member States.

ARTICLE XII- CONSTRUCTION AND SEVERABILITY

This Compact shall be liberally construed to effectuate the purposes thereof. The provisions of this Compact shall be severable and if any phrase, clause, sentence, or provision of this Compact is declared to be contrary to the constitution of any Member State or a State seeking membership in the compact, or of the United States or the applicability thereof to any other government, agency, person or circumstance is held invalid, the validity of the remainder of this Compact and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby. If this Compact shall be held contrary to the constitution of any Member State, the Compact shall remain in full force and effect as to the remaining Member States and in full force and effect as to the Member State affected as to all severable matters.

ARTICLE XIII- CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

A. Nothing herein shall prevent or inhibit the enforcement of any other law of a Member State that is not inconsistent with the Compact.

B. Any laws, statutes, regulations, or other legal requirements in a Member State in conflict with the Compact are superseded to the extent of the conflict.

C. All permissible agreements between the Commission and the Member States are binding in accordance with their terms.

§ 2. Severability. If any clause, sentence, paragraph, subdivision, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein.

§ 3. This act shall take effect immediately.