
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 843 Session of
2023

INTRODUCED BY ARGALL, AUMENT, ROTHMAN, SCHWANK, YAW, LAUGHLIN,
COLEMAN, PENNYCUICK, DUSH AND BROOKS, JUNE 26, 2023

REFERRED TO EDUCATION, JUNE 26, 2023

AN ACT

1 Amending the act of March 10, 1949 (P.L.30, No.14), entitled "An
2 act relating to the public school system, including certain
3 provisions applicable as well to private and parochial
4 schools; amending, revising, consolidating and changing the
5 laws relating thereto," providing for Interstate Teacher
6 Mobility Compact.

7 The General Assembly of the Commonwealth of Pennsylvania
8 hereby enacts as follows:

9 Section 1. The act of March 10, 1949 (P.L.30, No.14), known
10 as the Public School Code of 1949, is amended by adding an
11 article to read:

12 ARTICLE XII-B

13 INTERSTATE TEACHER MOBILITY COMPACT

14 Section 1201-B. Scope of article.

15 This article relates to the Interstate Teacher Mobility
16 Compact.

17 Section 1202-B. Authority to execute compact.

18 The Governor of Pennsylvania, on behalf of this State, is
19 authorized to execute a compact in substantially the following
20 form with any one or more of the states of the United States and

1 the General Assembly hereby signifies in advance its approval
2 and ratification of the compact:

3 INTERSTATE TEACHER MOBILITY COMPACT

4 ARTICLE I- PURPOSE

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

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

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

16 B. Support the relocation of Eligible Military Spouses;

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

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

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

25 F. Maintain State sovereignty in the regulation of the
26 teaching profession.

27 ARTICLE II- DEFINITIONS

28 As used in this Compact, and except as otherwise provided,
29 the following definitions shall govern the terms herein:

30 A. "Active Military Member" - means any person with full-time

1 duty status in the armed forces of the United States, including
2 members of the National Guard and Reserve.

3 B. "Adverse Action" - means any limitation or restriction
4 imposed by a Member State's Licensing Authority, such as
5 revocation, suspension, reprimand, probation, or limitation on
6 the licensee's ability to work as a Teacher.

7 C. "Bylaws" - means those bylaws established by the
8 Commission.

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

14 E. "Charter Member States" - means a Member State that has
15 enacted legislation to adopt this Compact where such legislation
16 predates the initial meeting of the Commission after the
17 effective date of the Compact.

18 F. "Commission" - means the interstate administrative body
19 which membership consists of delegates of all States that have
20 enacted this Compact, and which is known as the Interstate
21 Teacher Mobility Compact Commission.

22 G. "Commissioner" - means the delegate of a Member State.

23 H. "Eligible License" - means a license to engage in the
24 teaching profession which requires at least a bachelor's degree
25 and the completion of a state approved program for Teacher
26 licensure.

27 I. "Eligible Military Spouse" - means the spouse of any
28 individual in full-time duty status in the active armed forces
29 of the United States including members of the National Guard and
30 Reserve moving as a result of a military mission or military

1 career progression requirements or are on their terminal move as
2 a result of separation or retirement (to include surviving
3 spouses of deceased military members).

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

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

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

13 M. "Receiving State" - means any State where a Teacher has
14 applied for licensure under this Compact.

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

18 O. "State" - means a state, territory, or possession of the
19 United States, and the District of Columbia.

20 P. "State Practice Laws" - means a Member State's laws,
21 Rules, and regulations that govern the teaching profession,
22 define the scope of such profession, and create the methods and
23 grounds for imposing discipline.

24 Q. "State Specific Requirements" - means a requirement for
25 licensure covered in coursework or examination that includes
26 content of unique interest to the State.

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

1 population.

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

8 ARTICLE III- LICENSURE UNDER THE COMPACT

9 A. Licensure under this Compact pertains only to the initial
10 grant of a license by the Receiving State. Nothing herein
11 applies to any subsequent or ongoing compliance requirements
12 that a Receiving State might require for Teachers.

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

22 C. Upon the receipt of an application for licensure by a
23 Teacher holding an Unencumbered Eligible License, the Receiving
24 State shall determine which of the Receiving State's Eligible
25 Licenses the Teacher is qualified to hold and shall grant such a
26 license or licenses to the applicant. Such a determination shall
27 be made in the sole discretion of the Receiving State's
28 Licensing Authority and may include a determination that the
29 applicant is not eligible for any of the Receiving State's
30 Eligible Licenses. For all Teachers who hold an Unencumbered

1 License, the Receiving State shall grant one or more
2 Unencumbered License(s) that, in the Receiving State's sole
3 discretion, are equivalent to the license(s) held by the Teacher
4 in any other Member State.

5 D. For Active Military Members and Eligible Military Spouses
6 who hold a license that is not Unencumbered, the Receiving State
7 shall grant an equivalent license or licenses that, in the
8 Receiving State's sole discretion, is equivalent to the license
9 or licenses held by the Teacher in any other Member State,
10 except where the Receiving State does not have an equivalent
11 license.

12 E. For a Teacher holding an Unencumbered Career and Technical
13 Education License, the Receiving State shall grant an
14 Unencumbered License equivalent to the Career and Technical
15 Education License held by the applying Teacher and issued by
16 another Member State, as determined by the Receiving State in
17 its sole discretion, except where a Career and Technical
18 Education Teacher does not hold a bachelor's degree and the
19 Receiving State requires a bachelor's degree for licenses to
20 teach Career and Technical Education. A Receiving State may
21 require Career and Technical Education Teachers to meet State
22 industry recognized requirements, if required by law in the
23 Receiving State.

24 ARTICLE IV- LICENSURE NOT UNDER THE COMPACT

25 A. Except as provided in Article III above, nothing in this
26 Compact shall be construed to limit or inhibit the power of a
27 Member State to regulate licensure or endorsements overseen by
28 the Member State's Licensing Authority.

29 B. When a Teacher is required to renew a license received
30 pursuant to this Compact, the State granting such a license may

1 require the Teacher to complete State Specific Requirements as a
2 condition of licensure renewal or advancement in that State.

3 C. For the purposes of determining compensation, a Receiving
4 State may require additional information from Teachers receiving
5 a license under the provisions of this 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 its
8 information pertaining to Teachers, or limit the application of
9 a Member State's laws or regulations governing the ownership,
10 use, or dissemination of information pertaining to Teachers.

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

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

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

22 3. Participate in any agreement or cooperative
23 arrangement with a non-Member State.

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

26 A. Except as provided for Active Military Members or Eligible
27 Military Spouses in Article III.D above, a Teacher may only be
28 eligible to receive a license under this Compact where that
29 Teacher holds an Unencumbered License in a Member State.

30 B. A Teacher eligible to receive a license under this Compact

1 shall, unless otherwise provided for herein:

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

6 2. Provide the Receiving State with information in
7 addition to the information required for licensure for the
8 purposes of determining compensation, if applicable.

9 ARTICLE VI- DISCIPLINE / ADVERSE ACTIONS

10 A. Nothing in this Compact shall be deemed or construed to
11 limit the authority of a Member State to investigate or impose
12 disciplinary measures on Teachers according to the State
13 Practice Laws thereof.

14 B. Member States shall be authorized to receive, and shall
15 provide, files and information regarding the investigation and
16 discipline, if any, of Teachers in other Member States upon
17 request. Any Member State receiving such information or files
18 shall protect and maintain the security and confidentiality
19 thereof, in at least the same manner that it maintains its own
20 investigatory or disciplinary files and information. Prior to
21 disclosing any disciplinary or investigatory information
22 received from another Member State, the disclosing state shall
23 communicate its intention and purpose for such disclosure to the
24 Member State which originally provided that information.

25 ARTICLE VII- ESTABLISHMENT OF THE INTERSTATE TEACHER MOBILITY
26 COMPACT COMMISSION

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

30 1. The Commission is a joint interstate governmental

1 agency comprised of States that have enacted the Interstate
2 Teacher Mobility Compact.

3 2. Nothing in this interstate compact shall be construed
4 to be a waiver of sovereign immunity.

5 B. Membership, Voting, and Meetings

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

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

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

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

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

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

27 7. The Commission shall establish by Rule a term of
28 office for Commissioners.

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

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

- 1 2. Establish the fiscal year of the Commission.
- 2 3. Establish Bylaws for the Commission.
- 3 4. Maintain its financial records in accordance with the
4 Bylaws of the Commission.
- 5 5. Meet and take such actions as are consistent with the
6 provisions of this interstate compact, the Bylaws, and Rules
7 of the Commission.
- 8 6. Promulgate uniform Rules to implement and administer
9 this interstate compact. The Rules shall have the force and
10 effect of law and shall be binding in all Member States. In
11 the event the Commission exercises its Rulemaking authority
12 in a manner that is beyond the scope of the purposes of the
13 compact, or the powers granted hereunder, then such an action
14 by the Commission shall be invalid and have no force and
15 effect of law.
- 16 7. Bring and prosecute legal proceedings or actions in
17 the name of the Commission, provided that the standing of any
18 Member State Licensing Authority to sue or be sued under
19 applicable law shall not be affected.
- 20 8. Purchase and maintain insurance and bonds.
- 21 9. Borrow, accept, or contract for services of personnel,
22 including, but not limited to, employees of a Member State,
23 or an associated nongovernmental organization that is open to
24 membership by all states.
- 25 10. Hire employees, elect, or appoint officers, fix
26 compensation, define duties, grant such individuals
27 appropriate authority to carry out the purposes of the
28 compact, and establish the Commission's personnel policies
29 and programs relating to conflicts of interest,
30 qualifications of personnel, and other related personnel

1 matters.

2 11. Lease, purchase, accept appropriate gifts or donations
3 of, or otherwise own, hold, improve, or use, any property,
4 real, personal or mixed, provided that at all times the
5 Commission shall avoid any appearance of impropriety.

6 12. Sell, convey, mortgage, pledge, lease, exchange,
7 abandon, or otherwise dispose of any property real, personal,
8 or mixed.

9 13. Establish a budget and make expenditures.

10 14. Borrow money.

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

14 16. Provide and receive information from, and cooperate
15 with, law enforcement agencies.

16 17. Establish and elect an Executive Committee.

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

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

25 20. Determine whether a State's adopted language is
26 materially different from the model compact language such
27 that the State would not qualify for participation in the
28 Compact.

29 D. The Executive Committee of the Interstate Teacher Mobility
30 Compact Commission.

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

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

6 a. The Commission chair, vice chair, and treasurer;
7 and

8 b. Five members who are elected by the Commission
9 from the current membership:

10 i. Four voting members representing geographic
11 regions in accordance with Commission Rules; and

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

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

16 4. The Executive Committee shall meet at least once
17 annually.

18 5. The Executive Committee shall have the following
19 duties and responsibilities:

20 a. Recommend to the entire Commission changes to the
21 Rules or Bylaws, changes to the compact legislation, fees
22 paid by interstate compact Member States such as annual
23 dues, and any compact fee charged by the Member States on
24 behalf of the Commission.

25 b. Ensure Commission administration services are
26 appropriately provided, contractual or otherwise.

27 c. Prepare and recommend the budget.

28 d. Maintain financial records on behalf of the
29 Commission.

30 e. Monitor compliance of Member States and provide

1 reports to the Commission.

2 f. Perform other duties as provided in Rules or
3 Bylaws.

4 6. Meetings of the Commission

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

8 b. The Commission or the Executive Committee or other
9 committees of the Commission may convene in a closed,
10 non-public meeting if the Commission or Executive
11 Committee or other committees of the Commission must
12 discuss:

13 i. Non-compliance of a Member State with its
14 obligations under the compact.

15 ii. The employment, compensation, discipline or
16 other matters, practices or procedures related to
17 specific employees or other matters related to the
18 Commission's internal personnel practices and
19 procedures.

20 iii. Current, threatened, or reasonably
21 anticipated litigation.

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

24 v. Accusing any person of a crime or formally
25 censuring any person.

26 vi. Disclosure of trade secrets or commercial or
27 financial information that is privileged or
28 confidential.

29 vii. Disclosure of information of a personal
30 nature where disclosure would constitute a clearly

1 unwarranted invasion of personal privacy.

2 viii. Disclosure of investigative records
3 compiled for law enforcement purposes.

4 ix. Disclosure of information related to any
5 investigative reports prepared by or on behalf of or
6 for use of the Commission or other committee charged
7 with responsibility of investigation or determination
8 of compliance issues pursuant to the compact.

9 x. Matters specifically exempted from disclosure
10 by federal or Member State statute.

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

13 c. If a meeting, or portion of a meeting, is closed
14 pursuant to this provision, the Commission's legal
15 counsel or designee shall certify that the meeting may be
16 closed and shall reference each relevant exempting
17 provision.

18 d. The Commission shall keep minutes of Commission
19 meetings and shall provide a full and accurate summary of
20 actions taken, and the reasons therefore, including a
21 description of the views expressed. All documents
22 considered in connection with an action shall be
23 identified in such minutes. All minutes and documents of
24 a closed meeting shall remain under seal, subject to
25 release by a majority vote of the Commission or order of
26 a court of competent jurisdiction.

27 7. Financing of the Commission

28 a. The Commission shall pay, or provide for the
29 payment of, the reasonable expenses of its establishment,
30 organization, and ongoing activities.

1 b. The Commission may accept all appropriate
2 donations and grants of money, equipment, supplies,
3 materials, and services, and receive, utilize, and
4 dispose of the same, provided that at all times the
5 Commission shall avoid any appearance of impropriety or
6 conflict of interest.

7 c. The Commission may levy on and collect an annual
8 assessment from each Member State or impose fees on other
9 parties to cover the cost of the operations and
10 activities of the Commission, in accordance with the
11 Commission Rules.

12 d. The Commission shall not incur obligations of any
13 kind prior to securing the funds adequate to meet the
14 same; nor shall the Commission pledge the credit of any
15 of the Member States, except by and with the authority of
16 the Member State.

17 e. The Commission shall keep accurate accounts of all
18 receipts and disbursements. The receipts and
19 disbursements of the Commission shall be subject to
20 accounting procedures established under Commission
21 Bylaws. All receipts and disbursements of funds of the
22 Commission shall be reviewed annually in accordance with
23 Commission Bylaws, and a report of the review shall be
24 included in and become part of the annual report of the
25 Commission.

26 8. Qualified Immunity, Defense, and Indemnification

27 a. The members, officers, executive director,
28 employees and representatives of the Commission shall be
29 immune from suit and liability, either personally or in
30 their official capacity, for any claim for damage to or

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

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

26 c. The Commission shall indemnify and hold harmless
27 any member, officer, executive director, employee, or
28 representative of the Commission for the amount of any
29 settlement or judgment obtained against that person
30 arising out of any actual or alleged act, error or

1 omission that occurred within the scope of Commission
2 employment, duties, or responsibilities, or that such
3 person had a reasonable basis for believing occurred
4 within the scope of Commission employment, duties, or
5 responsibilities, provided that the actual or alleged
6 act, error, or omission did not result from the
7 intentional or willful or wanton misconduct of that
8 person.

9 ARTICLE VIII- RULEMAKING

10 A. The Commission shall exercise its Rulemaking powers
11 pursuant to the criteria set forth in this interstate compact
12 and the Rules adopted thereunder. Rules and amendments shall
13 become binding as of the date specified in each Rule or
14 amendment.

15 B. The Commission shall promulgate reasonable Rules to
16 achieve the intent and purpose of this interstate compact. In
17 the event the Commission exercises its Rulemaking authority in a
18 manner that is beyond purpose and intent of this interstate
19 compact, or the powers granted hereunder, then such an action by
20 the Commission shall be invalid and have no force and effect of
21 law in the Member States.

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

27 D. Rules or amendments to the Rules shall be adopted or
28 ratified at a regular or special meeting of the Commission in
29 accordance with Commission Rules and Bylaws.

30 E. Upon determination that an emergency exists, the

1 Commission may consider and adopt an emergency Rule with 48
2 hours' notice, with opportunity to comment, provided that the
3 usual Rulemaking procedures shall be retroactively applied to
4 the Rule as soon as reasonably possible, in no event later than
5 ninety (90) days after the effective date of the Rule. For the
6 purposes of this provision, an emergency Rule is one that must
7 be adopted immediately in order to:

8 1. Meet an imminent threat to public health, safety, or
9 welfare.

10 2. Prevent a loss of Commission or Member State funds.

11 3. Meet a deadline for the promulgation of an
12 administrative Rule that is established by federal law or
13 Rule; or

14 4. Protect public health and safety.

15 ARTICLE IX- FACILITATING INFORMATION EXCHANGE

16 A. The Commission shall provide for facilitating the exchange
17 of information to administer and implement the provisions of
18 this compact in accordance with the Rules of the Commission,
19 consistent with generally accepted data protection principles.

20 B. Nothing in this compact shall be deemed or construed to
21 alter, limit, or inhibit the power of a Member State to control
22 and maintain ownership of its licensee information or alter,
23 limit, or inhibit the laws or regulations governing licensee
24 information in the Member State.

25 ARTICLE X- OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

26 A. Oversight

27 1. The executive and judicial branches of State
28 government in each Member State shall enforce this Compact
29 and take all actions necessary and appropriate to effectuate
30 the Compact's purposes and intent. The provisions of this

1 Compact shall have standing as statutory law.

2 2. Venue is proper and judicial proceedings by or against
3 the Commission shall be brought solely and exclusively in a
4 court of competent jurisdiction where the principal office of
5 the Commission is located. The Commission may waive venue and
6 jurisdictional defenses to the extent it adopts or consents
7 to participate in alternative dispute resolution proceedings.
8 Nothing herein shall affect or limit the selection or
9 propriety of venue in any action against a licensee for
10 professional malpractice, misconduct or any such similar
11 matter.

12 3. All courts and all administrative agencies shall take
13 judicial notice of the Compact, the Rules of the Commission,
14 and any information provided to a Member State pursuant
15 thereto in any judicial or quasi-judicial proceeding in a
16 Member State pertaining to the subject matter of this
17 Compact, or which may affect the powers, responsibilities, or
18 actions of the Commission.

19 4. The Commission shall be entitled to receive service of
20 process in any proceeding regarding the enforcement or
21 interpretation of the Compact and shall have standing to
22 intervene in such a proceeding for all purposes. Failure to
23 provide the Commission service of process shall render a
24 judgment or order void as to the Commission, this Compact, or
25 promulgated Rules.

26 B. Default, Technical Assistance, and Termination

27 1. If the Commission determines that a Member State has
28 defaulted in the performance of its obligations or
29 responsibilities under this Compact or the promulgated Rules,
30 the Commission shall:

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

5 b. Provide remedial training and specific technical
6 assistance regarding the default.

7 C. If a State in default fails to cure the default, the
8 defaulting State may be terminate from the Compact upon an
9 affirmative vote of a majority of the Commissioners of the
10 Member States, and all rights, privileges and benefits conferred
11 on that State by this Compact may be terminated on the effective
12 date of termination. A cure of the default does not relieve the
13 offending State of obligations or liabilities incurred during
14 the period of default.

15 D. Termination of membership in the Compact shall be imposed
16 only after all other means of securing compliance have been
17 exhausted. Notice of intent to suspend or terminate shall be
18 given by the Commission to the governor, the majority and
19 minority leaders of the defaulting State's legislature, the
20 State Licensing Authority and each of the Member States.

21 E. A State that has been terminated is responsible for all
22 assessments, obligations, and liabilities incurred through the
23 effective date of termination, including obligations that extend
24 beyond the effective date of termination.

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

29 G. The defaulting State may appeal the action of the
30 Commission by petitioning the U.S. District Court for the

1 District of Columbia or the federal district where the
2 Commission has its principal offices. The prevailing party shall
3 be awarded all costs of such litigation, including reasonable
4 attorney's fees.

5 H. Dispute Resolution

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

9 2. The Commission shall promulgate a Rule providing for
10 both binding and nonbinding alternative dispute resolution
11 for disputes as appropriate.

12 I. Enforcement

13 1. The Commission, in the reasonable exercise of its
14 discretion, shall enforce the provisions and Rules of this
15 Compact.

16 2. By majority vote, the Commission may initiate legal
17 action in the United States District Court for the District
18 of Columbia or the federal district where the Commission has
19 its principal offices against a Member State in default to
20 enforce compliance with the provisions of the Compact and its
21 promulgated Rules and Bylaws. The relief sought may include
22 both injunctive relief and damages. In the event judicial
23 enforcement is necessary, the prevailing party shall be
24 awarded all costs of such litigation, including reasonable
25 attorney's fees. The remedies herein shall not be the
26 exclusive remedies of the Commission. The Commission may
27 pursue any other remedies available under federal or State
28 law.

29 ARTICLE XI- EFFECTUATION, WITHDRAWAL, AND AMENDMENT

30 A. The Compact shall come into effect on the date on which

1 the Compact statute is enacted into law in the tenth Member
2 State.

3 1. On or after the effective date of the Compact, the
4 Commission shall convene and review the enactment of each of
5 the Charter Member States to determine if the statute enacted
6 by each such Charter Member State is materially different
7 from the model Compact statute.

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

11 3. Member States enacting the Compact subsequent to the
12 Charter Member States shall be subject to the process set
13 forth in Article VII.C.20 to determine if their enactments
14 are materially different from the model Compact statute and
15 whether they qualify for participation in the Compact.

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

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

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

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

1 statute.

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

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

10 ARTICLE XII- CONSTRUCTION AND SEVERABILITY

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

25 ARTICLE XIII- CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE

26 LAWS

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

30 B. Any laws, statutes, regulations, or other legal

1 requirements in a Member State in conflict with the Compact are
2 superseded to the extent of the conflict.

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

5 Section 1203-B. When and how compact becomes operative.

6 (a) General rule.--When the Governor executes the Interstate
7 Teacher Mobility Compact on behalf of this State and files a
8 verified copy thereof with the Secretary of the Commonwealth and
9 when the compact is ratified by one or more other states, the
10 compact shall become operative and effective between this State
11 and such other state or states. The Governor is authorized and
12 directed to take such action as may be necessary to complete the
13 exchange of official documents between this State and any other
14 state ratifying the compact.

15 (b) Notice in Pennsylvania Bulletin.--The Secretary of the
16 Commonwealth shall transmit to the Legislative Reference Bureau
17 for publication in the next available issue of the Pennsylvania
18 Bulletin a notice when the conditions specified in subsection
19 (a) are satisfied and shall include in the notice the date on
20 which the compact became effective and operative between this
21 State and any other state or states in accordance with this
22 article.

23 Section 1204-B. Compensation and expenses of commissioner.

24 The commissioner who represents this State, as provided for
25 in the Interstate Teacher Mobility Compact, shall not be
26 entitled to any additional compensation for his duties and
27 responsibilities as commissioner but shall be entitled to
28 reimbursement for reasonable expenses actually incurred in
29 connection with his duties and responsibilities as commissioner
30 in the same manner as for expenses incurred in connection with

1 other duties and responsibilities of his office or employment.

2 Section 2. This act shall take effect in 60 days.