

1 ENGROSSED SENATE
2 BILL NO. 467

By: Stanley of the Senate

3 and

4 Miller of the House

5
6 An Act relating to teachers; creating the Interstate
7 Teacher Mobility Compact Act; providing short title;
8 providing purpose; defining terms; providing
9 applicability; requiring compact member states to
10 compile and update list of certain licenses;
11 providing for the granting of certain licensure or
12 certification; providing certain construction;
13 allowing a member state to make certain requirements;
14 providing process for certain teacher to receive a
15 license or certification; authorizing member states
16 to provide certain information; providing for
17 creation of the Interstate Teacher Mobility Compact
18 Commission; providing for membership; providing
19 frequency of meetings; providing for terms of office;
20 providing for powers and duties; providing for an
21 executive committee of the Commission; providing for
22 membership; providing for frequency of meetings;
23 providing powers and duties; providing for payment of
24 certain expenses; allowing the Commission to collect
certain annual assessment or impose fees; providing
immunity from liability for certain individuals
associated with the Commission; providing for defense
against certain civil actions; providing for
promulgation of Commission rules; providing for
enforcement of the compact; directing the Commission
to take certain actions upon determination of default
of a member state; providing for enactment of
compact; providing for severability; providing for
codification; providing an effective date; and
declaring an emergency.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

1 SECTION 1. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 6-190.3 of Title 70, unless
3 there is created a duplication in numbering, reads as follows:

4 A. This act shall be known and may be cited as the "Interstate
5 Teacher Mobility Compact Act". The purpose of the Interstate
6 Teacher Mobility Compact shall be to facilitate the mobility of
7 teachers through a collective regulatory framework amongst member
8 states to expedite and enhance the ability of teachers to move
9 across state lines.

10 B. As used in this act:

11 1. "Active military member" means any person with full-time
12 duty status in the armed forces of the United States including
13 members of the National Guard and Reserve;

14 2. "Adverse action" means any limitation or restriction imposed
15 by a member state's licensing authority, such as revocation,
16 suspension, reprimand, probation, or limitation on the licensee's
17 ability to work as a teacher;

18 3. "Bylaws" means those bylaws established by the Commission;

19 4. "Career and technical education license" means a current,
20 valid authorization issued by a member state's licensing authority
21 allowing an individual to serve as a teacher in a pre-kindergarten
22 through twelfth grade public educational setting in a specific
23 career and technical education area;

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1 5. "Charter member state" means a member state that has enacted
2 legislation to adopt the compact and enactment predates the initial
3 meeting of the Commission after the effective date of the compact;

4 6. "Commission" means the Interstate Teacher Mobility Compact
5 Commission, an interstate administrative body whose membership
6 consists of delegates of all states that have enacted the Interstate
7 Teacher Mobility Compact;

8 7. "Commissioner" means the delegate of a member state that has
9 adopted the Interstate Teacher Mobility Compact;

10 8. "Eligible license" means a license or certification to
11 engage in the teaching profession which requires at least a
12 bachelor's degree and the completion of a state-approved program for
13 teacher certification;

14 9. "Eligible military spouse" means the spouse of any
15 individual in full-time duty status in the active armed forces of
16 the United States including members of the National Guard and
17 Reserve moving as a result of a military mission or military career
18 progression requirements or moving as a result of separation or
19 retirement. Eligible military spouse includes surviving spouses of
20 deceased military members;

21 10. "Executive committee" means a group of commissioners
22 elected or appointed on behalf of and within the powers granted to
23 them by the Commission as provided for herein;

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1 11. "Licensing authority" means an official agency, board, or
2 other entity of a state that is responsible for the licensing or
3 certification and regulation of teachers authorized to teach in pre-
4 kindergarten through twelfth grade public educational settings;

5 12. "Member state" means any state that has adopted the
6 Interstate Teacher Mobility Compact including all agencies and
7 officials of the state;

8 13. "Receiving state" means any state in which a teacher has
9 applied for certification pursuant to the Interstate Teacher
10 Mobility Compact;

11 14. "Rule" means any regulation promulgated by the Commission
12 under the Interstate Teacher Mobility Compact, which shall have the
13 force of law in each member state;

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

18 16. "State specific requirements" means a requirement for
19 teacher certification covered in coursework or examination that
20 includes the content of unique interest to the state;

21 17. "Teacher" means an individual who currently holds an
22 authorization from a member state that forms the basis for
23 employment in the pre-kindergarten through twelfth grade public
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1 educational settings of the state to provide instruction in a
2 specific subject area, grade level, or student population; and

3 18. "Unencumbered license" means a current, valid authorization
4 issued by a member state's licensing authority allowing an
5 individual to serve as a teacher in a pre-kindergarten through
6 twelfth grade public educational setting. An unencumbered license
7 is not a restricted, probationary, provisional, substitute,
8 emergency, or temporary credential.

9 C. 1. Licensure pursuant to the Interstate Teacher Mobility
10 Compact shall pertain only to the initial grant of a license or
11 certificate by the receiving state. Nothing herein shall apply to
12 any subsequent or ongoing compliance requirements that a receiving
13 state may require for teachers.

14 2. Each member state shall, in accordance with the rules of the
15 Commission, define, compile, and update as necessary a list of
16 eligible licenses and career and technical education licenses that
17 the member state is willing to consider for equivalency pursuant to
18 the Interstate Teacher Mobility Compact and provide a list to the
19 Commission. The list shall include those licenses that a receiving
20 state is willing to grant to teachers from other member states,
21 pending a determination of equivalency by the receiving state's
22 licensing authority.

23 3. Upon receipt of an application for licensure or
24 certification by a teacher holding an unencumbered eligible license,

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

11 4. For active military members and eligible military spouses
12 who hold a license or certification that is not unencumbered, the
13 receiving state shall grant an equivalent license or licenses that,
14 in the receiving state's sole discretion, are equivalent to the
15 license or licenses held by the teacher in any other member state,
16 except where the receiving state does not have an equivalent license
17 or certification.

18 5. For a teacher holding an unencumbered career and technical
19 education license, the receiving state shall grant an unencumbered
20 license equivalent to the career and technical education license
21 held by the applying teacher and issued by another member state, as
22 determined by the receiving state in its sole discretion, except
23 where a career and technical education teacher does not hold a
24 bachelor's degree and the receiving state requires a bachelor's

1 degree for licenses to teach career and technical education. A
2 receiving state may require career and technical education teachers
3 to meet state industry recognized requirements, if required by law
4 in the receiving state.

5 D. 1. Except as provided for in subsection C of this section,
6 nothing in the Interstate Teacher Mobility Compact shall be
7 construed to limit or inhibit the authority of a member state to
8 regulate licensure or endorsements overseen by a member state's
9 licensing authority.

10 2. When a teacher is required to renew a license or
11 certification pursuant to the Interstate Teacher Mobility Compact,
12 the state granting the license or certification may require the
13 teacher to complete state specific requirements as a condition of
14 license or certification renewal or advancement in that state.

15 3. For the purposes of determining compensation, a receiving
16 state may require additional information from teachers receiving a
17 license or certification pursuant to the provisions of the
18 Interstate Teacher Mobility Compact.

19 4. Nothing in the Interstate Teacher Mobility Compact shall be
20 construed to limit the power of a member state to control and
21 maintain ownership of its information pertaining to teachers or
22 limit the application of a member state's laws or regulations
23 governing the ownership, use, or dissemination of information
24 pertaining to teachers.

1 5. Nothing in the Interstate Teacher Mobility Compact shall be
2 construed to invalidate or alter any existing agreement or another
3 cooperative arrangement of which a member state may already be a
4 party or limit the ability of a member state to participate in any
5 future agreement or other cooperative arrangement to:

6 a. award teaching licenses, certification, or other
7 benefits based on additional professional credentials
8 including but not limited to a National Board
9 Certification,

10 b. participate in the exchange of names of teachers whose
11 license or certification has been subject to an
12 adverse action by a member state, or

13 c. participate in any agreement or cooperative
14 arrangement with a non-member state.

15 E. 1. Except as provided for active military members or
16 eligible military spouses in paragraph 4 of subsection C of this
17 section, a teacher may only be eligible to receive a license or
18 certification pursuant to the Interstate Teacher Mobility Compact
19 where that teacher holds an unencumbered license or certification in
20 a member state.

21 2. A teacher eligible to receive a license or certification
22 pursuant to the Interstate Teacher Mobility Compact shall, unless
23 otherwise provided for herein:
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- 1 a. upon his or her application to receive a license or
2 certification pursuant to the Interstate Teacher
3 Mobility Compact, undergo a criminal background check
4 in the receiving state in accordance with the laws and
5 regulations of the receiving state, and
- 6 b. provide the receiving state with information in
7 addition to the information required for licensure or
8 certification for the purposes of determining
9 compensation, if applicable.

10 F. 1. Nothing in the Interstate Teacher Mobility Compact shall
11 be deemed or construed to limit the authority of a member state to
12 investigate or impose disciplinary measures on teachers according to
13 the state's practice laws.

14 2. 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 request.
17 Any member state receiving information or files shall protect and
18 maintain the security and confidentiality thereof in at least the
19 same manner that it maintains its own investigatory or disciplinary
20 files and information. Prior to disclosing any disciplinary or
21 investigatory information received from another member state, the
22 disclosing state shall communicate its intention and purpose for
23 disclosure to the member state which originally provided the
24 information.

1 SECTION 2. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 6-190.4 of Title 70, unless
3 there is created a duplication in numbering, reads as follows:

4 A. The member states of the Interstate Teacher Mobility Compact
5 hereby create and establish a joint public agency known as the
6 Interstate Teacher Mobility Compact Commission. The Commission
7 shall be a joint interstate governmental agency comprised of states
8 that have enacted the Interstate Teacher Mobility Compact. Nothing
9 in the Interstate Teacher Mobility Compact shall be construed as a
10 waiver of sovereign immunity.

11 B. 1. Each member state shall have and be limited to one
12 delegate to the Commission, who shall be given the title of
13 commissioner and shall be the primary administrative officer of the
14 state licensing authority or his or her designee.

15 2. Any commissioner may be removed or suspended from office as
16 provided by the law of the state from which the commissioner is
17 appointed. The member state shall fill any vacancy occurring in the
18 Commission within ninety (90) days.

19 3. Each commissioner shall be entitled to one vote on the
20 promulgation of rules and the creation of bylaws and shall otherwise
21 have an opportunity to participate in the business and affairs of
22 the Commission. A commissioner shall vote in person or by other
23 means as provided for in the bylaws. The bylaws may provide for
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1 commissioners' participation in meetings by telephone or other means
2 of communication.

3 4. The Commission shall meet at least once during each calendar
4 year. Additional meetings shall be held as set forth in the bylaws.

5 5. The Commission shall establish by rule a term of office for
6 commissioners.

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

8 1. Establish a code of ethics for the Commission;

9 2. Establish the fiscal year of the Commission;

10 3. Establish bylaws for the Commission;

11 4. Maintain its financial records in accordance with the bylaws
12 of the Commission;

13 5. Meet and take such actions as are consistent with the
14 provisions of the Interstate Teacher Mobility Compact, the bylaws,
15 and the rules of the Commission;

16 6. Promulgate uniform rules to implement and administer the
17 Interstate Teacher Mobility Compact. The rules shall have the force
18 and effect of law and shall be binding on all member states. In the
19 event the Commission exercises its rule-making authority in a manner
20 that is beyond the scope of the purposes of the compact or the
21 powers thereunder, then such action by the Commission shall be
22 invalid and shall have no force and effect of law;

23 7. Bring and prosecute legal proceedings or actions in the name
24 of the Commission, provided that the standing of any member state

1 licensing authority to sue or be sued under applicable law shall not
2 be affected;

3 8. Purchase and maintain insurance bonds;

4 9. Borrow, accept, or contract for services of personnel
5 including but not limited to employees of a member state or an
6 associated non-governmental organization that is open to membership
7 by all states;

8 10. Hire employees, elect or appoint officers, fix
9 compensation, define duties, grant individuals appropriate authority
10 to carry out the purposes of the Interstate Teacher Mobility
11 Compact, and establish the Commission's personnel policies and
12 programs relating to conflicts of interest, qualifications for
13 personnel, and other related personnel matters;

14 11. Lease, purchase, accept appropriate gifts or donations, or
15 otherwise own, hold, improve, or use any real, personal, or mixed
16 property, provided that at all times the Commission shall avoid any
17 appearance of impropriety;

18 12. Sell, convey, mortgage, pledge, lease, exchange, abandon,
19 or otherwise dispose of any real, personal, or mixed property;

20 13. Establish a budget and make expenditures;

21 14. Borrow money;

22 15. Appoint committees, including standing committees comprised
23 of members and other interested persons as may be designated in the
24 Interstate Teacher Mobility Compact or Commission rules or bylaws;

1 16. Provide and receive information from and cooperate with law
2 enforcement agencies;

3 17. Establish and elect an executive committee;

4 18. Establish and develop a charter for an executive
5 information governance committee to advise on facilitating exchange
6 of information, use of information, data privacy, and technical
7 support needs and provide reports as needed;

8 19. Perform such other functions as may be necessary or
9 appropriate to achieve the purposes of the Interstate Teacher
10 Mobility Compact consistent with the state regulation of teacher
11 licensure; and

12 20. Determine whether a state's adopted language is materially
13 different from the model compact language in such a way that the
14 state would not qualify for participation in the Interstate Teacher
15 Mobility Compact.

16 D. The executive committee of the Interstate Teacher Mobility
17 Compact shall have the power to act on behalf of the Commission
18 according to the terms of the compact.

19 1. The executive committee shall be comprised of eight (8)
20 voting members including:

21 a. the Commission chair, vice chair, and treasurer, and

22 b. five members who are elected by the Commission from
23 its membership including:

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- 1 (1) four voting members representing geographic
2 regions in accordance with Commission rules, and
3 (2) one at large voting member in accordance with
4 Commission rules.

5 2. The Commission may add or remove members of the executive
6 committee as provided for in Commission rules.

7 3. The executive committee shall meet at least once annually.

8 4. The executive committee shall have the following duties and
9 responsibilities:

- 10 a. recommend to the entire Commission changes to the
11 rules or bylaws, changes to the Interstate Teacher
12 Mobility Compact legislation, fees to be paid by
13 compact member states such as annual dues, and any
14 compact fee charged by the member states on behalf of
15 the commission,
16 b. ensure Commission administration services are
17 appropriately provided, contractual or otherwise,
18 c. prepare and recommend the budget,
19 d. maintain financial records on behalf of the
20 Commission,
21 e. monitor compliance of member states and provide
22 reports to the Commission, and
23 f. perform other duties as provided in rules or bylaws.
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1 5. All Commission meetings shall be open to the public, and
2 public notice of meetings shall be given in accordance with
3 Commission bylaws. Provided, however, the Commission, its executive
4 committee, or other committees of the Commission may convene in a
5 closed, non-public meeting if the Commission, its executive
6 committee, or other committees of the Commission discuss:

- 7 a. non-compliance of a member state with its obligations
8 under the Interstate Teacher Mobility Compact,
- 9 b. the employment, compensation, discipline, or other
10 matters, practices, or procedures related to specific
11 employees or other matters related to the Commission's
12 internal personnel practices or procedures,
- 13 c. current, threatened, or reasonably anticipated
14 litigation,
- 15 d. negotiation of contracts for the purchase, lease, or
16 sale of goods, services, or real estate,
- 17 e. accusing any person of a crime or formally censuring
18 any person,
- 19 f. disclosure of trade secrets or commercial or financial
20 information that is privileged or confidential,
- 21 g. disclosure of information of a personal nature where
22 disclosure would constitute a clearly unwarranted
23 invasion of personal privacy,

- 1 h. disclosure of investigative records compiled for law
2 enforcement purposes,
- 3 i. disclosure of information related to any investigative
4 reports prepared by or on behalf of or for the use of
5 the Commission or other committees charged with
6 responsibility of investigating and determining
7 compliance issues pursuant to the Interstate Teacher
8 Mobility Compact,
- 9 j. matters specifically exempted from disclosure by
10 federal or member state statute, and
- 11 k. other matters as set forth by the Commission bylaws
12 and rules.

13 6. If a meeting or portion of a meeting is closed pursuant to
14 the provisions of paragraph 5 of this subsection, the Commission's
15 legal counsel or designee shall certify that the meeting may be
16 closed and shall reference each relevant exempting provision.

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

1 E. 1. The Commission shall pay or provide for the payment of
2 the reasonable expenses of its establishment, organization, and
3 ongoing activities.

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

9 3. The Commission may levy on and collect an annual assessment
10 from each member state or impose fees on other parties to cover the
11 cost of the operations and activities of the Commission, in
12 accordance with Commission rules.

13 4. The Commission shall not incur obligations of any kind prior
14 to securing the funds adequate to meet the same, nor shall the
15 Commission pledge the credit of any of the member states, except by
16 and with the authority of the member state.

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

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1 F. 1. The members, officers, executive director, employees,
2 and representatives of the Commission shall be immune from suit and
3 liability, either personally or in their official capacity, for any
4 claim for damage to or loss of property or personal injury or other
5 civil liability caused by or arising out of any actual or alleged
6 act, error, or omission that occurred, or that the person against
7 whom the claim is made had a reasonable basis for believing occurred
8 within the scope of Commission employment, duties, or
9 responsibilities. Provided, however, nothing in this paragraph
10 shall be construed to protect any such person from suit or liability
11 for any damage, loss, injury, or liability caused by the
12 intentional, willful, or wanton misconduct of the person.

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

1 3. The Commission shall indemnify and hold harmless any member,
2 officer, executive director, employee, or representative of the
3 Commission for the amount of any settlement or judgment obtained
4 against the person arising out of any actual or alleged act, error,
5 or omission that occurred within the scope of Commission employment,
6 duties, or responsibilities, or that the person had a reasonable
7 basis for believing had occurred within the scope of Commission
8 employment, duties, or responsibilities. Provided, however, that
9 the actual or alleged act, error, or omission did not result from
10 the intentional, willful, or wanton misconduct of the person.

11 G. 1. The Commission shall exercise its rule-making powers
12 pursuant to the criteria set forth in the Interstate Teacher
13 Mobility Compact. Rules and amendments shall become binding as of
14 the date specified in each rule or amendment.

15 2. The Commission shall promulgate reasonable rules to achieve
16 the intent and purpose of the Interstate Teacher Mobility Compact.
17 In the event the Commission exercises its rule-making authority in a
18 manner that is beyond the purpose and intent of the Interstate
19 Teacher Mobility Compact or the powers granted thereunder, such
20 action by the Commission shall be invalid and have no force and
21 effect of law in the member states.

22 3. If a majority of the legislatures of the member states
23 rejects a rule by enactment of a statute or resolution in the same
24 manner used to adopt the Interstate Teacher Mobility Compact within

1 four (4) years of the date of the adoption of the rule, then the
2 rule shall have no further force and effect in any member state.

3 4. Rules or amendments to the rules shall be adopted or
4 ratified at a regular or special meeting of the Commission, in
5 accordance with Commission bylaws and rules.

6 5. Upon determination that an emergency exists, the Commission
7 may consider and adopt an emergency rule within forty-eight (48)
8 hours' notice with opportunity to comment, provided that the usual
9 rule-making procedures shall be retroactively applied to the rule as
10 soon as reasonably possible and in no event later than ninety (90)
11 days after the effective date of the rule. For purposes of this
12 paragraph, an emergency rule is one that must be adopted immediately
13 in order to:

- 14 a. meet an imminent threat to public health, safety, or
15 welfare,
- 16 b. prevent a loss of Commission or member state funds,
- 17 c. meet a deadline for the promulgation of an
18 administrative rule that is established by federal law
19 or rule, or
- 20 d. protect public health and safety.

21 H. 1. The Commission shall provide for facilitating the
22 exchange of information to administer and implement the provisions
23 of the Interstate Teacher Mobility Compact in accordance with
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1 Commission rules, consistent with generally accepted data protection
2 principles.

3 2. Nothing in the Interstate Teacher Mobility Compact shall be
4 deemed or construed to alter, limit, or inhibit the power of a
5 member state to control and maintain ownership of its licensee
6 information or alter, limit, or inhibit the laws or regulations
7 governing licensee information in the member state.

8 I. 1. The executive and judicial branches of state government
9 in each member state shall enforce the Interstate Teacher Mobility
10 Compact and take all actions necessary and appropriate to effectuate
11 the compact's purposes and intent. The provisions of the compact
12 shall have standing as statutory law.

13 2. Venue is proper and judicial proceedings by or against the
14 Commission shall be brought solely and exclusively in a court of
15 competent jurisdiction where the principal office of the Commission
16 is located. The Commission may waive venue and jurisdictional
17 defenses to the extent it adopts or consents to participate in
18 alternative dispute resolution proceedings. Nothing herein shall
19 affect or limit the selection or propriety of venue in any action
20 against a licensee for professional malpractice, misconduct, or any
21 similar matter.

22 3. All courts and administrative agencies shall take judicial
23 notice of the Interstate Teacher Mobility Compact, the rules of the
24 Commission, and any information provided to a member state pursuant

1 thereto in any judicial or quasi-judicial proceeding in a member
2 state pertaining to the subject matter of the compact or which may
3 affect the powers, responsibilities, or actions of the Commission.

4 4. The Commission shall be entitled to receive service of
5 process in any proceeding regarding the enforcement or
6 interpretation of the Interstate Teacher Mobility Compact and shall
7 have standing to intervene in a proceeding for all purposes.
8 Failure to provide the Commission service of process shall render a
9 judgement or order void as to the Commission, the Interstate Teacher
10 Mobility Compact, or rules of the Commission.

11 J. 1. If the Commission determines that a member state has
12 defaulted in the performance of its obligations or responsibilities
13 under the Interstate Teacher Mobility Compact or Commission rules,
14 the Commission shall:

- 15 a. provide written notice to the defaulting state and
16 other member states of the nature of the default, the
17 proposed means of curing the default, or any other
18 action to be taken by the Commission, and
- 19 b. provide remedial training and specific technical
20 assistance regarding the default.

21 2. If a state in default fails to cure the default, the
22 defaulting state may be terminated from the Interstate Teacher
23 Mobility Compact upon an affirmative vote of a majority of the
24 commissioners of the member states, and all rights, privileges, and

1 benefits conferred on the state by the compact may be terminated on
2 the effective date of termination. A cure of the default shall not
3 relieve the offending state of obligations or liabilities incurred
4 during the period of default.

5 3. Termination of membership in the Interstate Teacher Mobility
6 Compact shall be imposed only after all other means of securing
7 compliance have been exhausted. Notice of intent to suspend or
8 terminate shall be given by the Commission to the governor, the
9 majority and minority leaders of the defaulting state's legislature,
10 the state licensing authority, and each of the member states.

11 4. A state that has been terminated is responsible for all
12 assessments, obligations, and liabilities incurred through the
13 effective date of termination including all obligations that extend
14 beyond the effective date of termination.

15 5. The Commission shall not bear any costs related to a state
16 that is found to be in default or that has been terminated from the
17 Interstate Teacher Mobility Compact, unless agreed upon in writing
18 between the Commission and the defaulting state.

19 6. The defaulting state may appeal the action of the Commission
20 by petitioning the U.S. District Court for the District of Columbia
21 or the federal district court where the Commission has its principal
22 offices. The prevailing party shall be awarded all costs of
23 litigation including reasonable attorney fees.

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1 7. Upon request by a member state, the Commission shall attempt
2 to resolve disputes related to the Interstate Teacher Mobility
3 Compact that arise among member states and between member states and
4 non-member states. The Commission shall promulgate a rule providing
5 for both binding and non-binding alternative dispute resolution for
6 disputes as appropriate.

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

20 K. The Interstate Teacher Mobility Compact shall be in effect
21 on the date on which the compact is enacted into law in the tenth
22 member state.

23 1. On or after the effective date of the compact, the
24 Commission shall convene and review the enactment of the compact by

1 each member state to determine if the statute enacted by each member
2 state is materially different from the model statute.

3 2. A member state whose enactment is found to be materially
4 different from the model compact statute shall be entitled to the
5 default process set forth in subsection J of this section.

6 3. Member states enacting the compact subsequent to the
7 effective date shall be subject to the process set forth in
8 paragraph 20 of subsection C of this section to determine if the
9 enactments are materially different from the model compact statute
10 and whether they qualify for participation in the compact.

11 4. If any member state is later found to be in default or is
12 terminated or withdraws from the compact, the Commission shall
13 remain in existence and the compact shall remain in effect even if
14 the number of member states is fewer than ten (10).

15 5. Any state that joins the compact after the Commission's
16 initial adoption of the rules and bylaws shall be subject to the
17 rules and bylaws as they exist on the date on which the compact
18 becomes law in the state. Any rule that has been previously adopted
19 by the Commission shall have the full force and effect of law on the
20 day the compact becomes law in the state, as the rules and bylaws
21 may be amended as provided for in the Interstate Teacher Mobility
22 Compact.

23 6. Any member state may withdraw from the Interstate Teacher
24 Mobility Compact by enacting a statute repealing the compact. A

1 member state's withdrawal shall not take effect until six (6) months
2 after enactment of the repealing statute. Withdrawal shall not
3 affect the continuing requirement of the withdrawing state's
4 licensing authority to comply with the investigative and adverse
5 action reporting requirements of the compact prior to the effective
6 date of withdrawal.

7 7. The Interstate Teacher Mobility Compact may be amended by
8 the member states; provided, however, that no amendment to the
9 compact shall become effective and binding upon any member state
10 until it is enacted into law by all member states.

11 L. The Interstate Teacher Mobility Compact shall be liberally
12 construed to effectuate its purposes. The provisions of the compact
13 shall be severable, and if any phrase, clause, sentence, or
14 provision of the compact is declared to be contrary to the
15 constitution of any member state or a state seeking membership in
16 the compact or of the U.S. Constitution or the applicability thereof
17 to any other government, agency, person, or circumstance is held
18 invalid, the validity of the remainder of the compact and the
19 applicability thereof to any government, agency, person, or
20 circumstance shall not be affected. If the compact is held contrary
21 to the constitution of any member state, the compact shall remain in
22 full force and effect as to the remaining member states and in full
23 force and effect as to the member state affected as to all severable
24 matters.

1 M. Nothing in this act shall prevent or inhibit the enforcement
2 of any other law of a member state that is not inconsistent with the
3 Interstate Teacher Mobility Compact. Any laws, statutes,
4 regulations, or other legal requirements in a member state in
5 conflict with the compact are superseded to the extent of the
6 conflict. All permissible agreements between the Commission and the
7 member states are binding in accordance with their terms.

8 SECTION 3. This act shall become effective July 1, 2023.

9 SECTION 4. It being immediately necessary for the preservation
10 of the public peace, health, or safety, an emergency is hereby
11 declared to exist, by reason whereof this act shall take effect and
12 be in full force from and after its passage and approval.

13 Passed the Senate the 28th day of February, 2023.

14

15

Presiding Officer of the Senate

16

17 Passed the House of Representatives the ____ day of _____,

18 2023.

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Presiding Officer of the House
of Representatives

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