

AMENDMENTS TO LB705
(Amendments to E&R amendments, ER30)

Introduced by Blood, 3.

1 1. Insert the following new sections:

2 Sec. 126. INTERSTATE TEACHER MOBILITY COMPACT

3 ARTICLE I- PURPOSE

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

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

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

13 B. Support the relocation of Eligible Military Spouses;

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

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

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

21 F. Maintain State sovereignty in the regulation of the teaching
22 profession.

23 ARTICLE II- DEFINITIONS

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

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

1 status in the uniformed service of the United States, including members
2 of the National Guard and Reserve.

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

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

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

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

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

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

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

24 I. "Eligible Military Spouse" - means the spouse of any individual
25 in full-time duty status in the active uniformed service of the United
26 States, including members of the National Guard and Reserve on active
27 duty, moving as a result of a military mission or military career
28 progression requirements or on their terminal move as a result of
29 separation or retirement (to include surviving spouses of deceased
30 military members).

31 J. "Executive Committee" - means a group of Commissioners elected or

1 appointed to act on behalf of, and within the powers granted to them by,
2 the Commission as provided for herein.

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

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

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

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

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

15 P. "State Practice Laws" - means a Member State's laws, rules, and
16 regulations that govern the teaching profession, define the scope of such
17 profession, and create the methods and grounds for imposing discipline.

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

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

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

30 ARTICLE III- LICENSURE UNDER THE COMPACT

31 A. Licensure under this Compact pertains only to the initial grant

1 of a license by the Receiving State. Nothing herein applies to any
2 subsequent or ongoing compliance requirements that a Receiving State
3 might require for Teachers.

4 B. Each Member State shall, in accordance with the Rules of the
5 Commission, define, compile, and update as necessary, a list of Eligible
6 Licenses and Career and Technical Education Licenses that the Member
7 State is willing to consider for equivalency under this Compact and
8 provide the list to the Commission. The list shall include those licenses
9 that a Receiving State is willing to grant to Teachers from other Member
10 States, pending a determination of equivalency by the Receiving State's
11 Licensing Authority.

12 C. Upon the receipt of an application for licensure by a Teacher
13 holding an Unencumbered Eligible License, the Receiving State shall
14 determine which of the Receiving State's Eligible Licenses the Teacher is
15 qualified to hold and shall grant such a license or licenses to the
16 applicant. Such a determination shall be made in the sole discretion of
17 the Receiving State's Licensing Authority and may include a determination
18 that the applicant is not eligible for any of the Receiving State's
19 Eligible Licenses. For all Teachers who hold an Unencumbered License, the
20 Receiving State shall grant one or more Unencumbered License(s) that, in
21 the Receiving State's sole discretion, are equivalent to the license(s)
22 held by the Teacher in any other Member State.

23 D. For Active Military Members and Eligible Military Spouses who
24 hold a license that is not Unencumbered, the Receiving State shall grant
25 an equivalent license or licenses that, in the Receiving State's sole
26 discretion, is equivalent to the license or licenses held by the Teacher
27 in any other Member State, except where the Receiving State does not have
28 an equivalent license.

29 E. For a Teacher holding an Unencumbered Career and Technical
30 Education License, the Receiving State shall grant an Unencumbered
31 License equivalent to the Career and Technical Education License held by

1 the applying Teacher and issued by another Member State, as determined by
2 the Receiving State in its sole discretion, except where a Career and
3 Technical Education Teacher does not hold a bachelor's degree and the
4 Receiving State requires a bachelor's degree for licenses to teach Career
5 and Technical Education. A Receiving State may require Career and
6 Technical Education Teachers to meet State industry recognized
7 requirements, if required by law in the Receiving State.

8 ARTICLE IV- LICENSURE NOT UNDER THE COMPACT

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

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

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

20 D. Nothing in this Compact shall be construed to limit the power of
21 a Member State to control and maintain ownership of its information
22 pertaining to Teachers, or limit the application of a Member State's laws
23 or regulations governing the ownership, use, or dissemination of
24 information pertaining to Teachers.

25 E. Nothing in this Compact shall be construed to invalidate or alter
26 any existing agreement or other cooperative arrangement which a Member
27 State may already be a party to, or limit the ability of a Member State
28 to participate in any future agreement or other cooperative arrangement
29 to:

30 1. Award teaching licenses or other benefits based on additional
31 professional credentials, including, but not limited to, National Board

1 Certification;

2 2. Participate in the exchange of names of Teachers whose licenses
3 have been subject to an Adverse Action by a Member State; or

4 3. Participate in any agreement or cooperative arrangement with a
5 non-Member State.

6 ARTICLE V- TEACHER QUALIFICATIONS AND REQUIREMENTS FOR LICENSURE
7 UNDER THE COMPACT

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

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

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

17 2. Provide the Receiving State with information in addition to the
18 information required for licensure for the purposes of determining
19 compensation, if applicable.

20 ARTICLE VI- DISCIPLINE / ADVERSE ACTIONS

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

24 B. Member States shall be authorized to receive, and shall provide,
25 files and information regarding the investigation and discipline, if any,
26 of Teachers in other Member States upon request. Any Member State
27 receiving such information or files shall protect and maintain the
28 security and confidentiality thereof, in at least the same manner that it
29 maintains its own investigatory or disciplinary files and information.
30 Prior to disclosing any disciplinary or investigatory information
31 received from another Member State, the disclosing state shall

1 communicate its intention and purpose for such disclosure to the Member
2 State which originally provided that information.

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

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

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

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

13 B. Membership, Voting, and Meetings

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

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

18 3. Any Commissioner may be removed or suspended from office as
19 provided by the law of the state from which the Commissioner is
20 appointed.

21 4. The Member State shall fill any vacancy occurring in the
22 Commission within ninety (90) days.

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

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

31 7. The Commission shall establish by Rule a term of office for

1 Commissioners.

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

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

4 2. Establish the fiscal year of the Commission.

5 3. Establish Bylaws for the Commission.

6 4. Maintain its financial records in accordance with the Bylaws of
7 the Commission.

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

10 6. Promulgate uniform Rules to implement and administer this
11 interstate compact. The Rules shall have the force and effect of law and
12 shall be binding in all Member States. In the event the Commission
13 exercises its Rulemaking authority in a manner that is beyond the scope
14 of the purposes of the compact, or the powers granted hereunder, then
15 such an action by the Commission shall be invalid and have no force and
16 effect of law.

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

20 8. Purchase and maintain insurance and bonds.

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

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

29 11. Lease, purchase, accept appropriate gifts or donations of, or
30 otherwise own, hold, improve, or use, any property, real, personal or
31 mixed, provided that at all times the Commission shall avoid any

1 appearance of impropriety.

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

4 13. Establish a budget and make expenditures.

5 14. Borrow money.

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

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

11 17. Establish and elect an Executive Committee.

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

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

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

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

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

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

1 with Commission Rules; and

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

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

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

6 5. The Executive Committee shall have the following duties and
7 responsibilities:

8 a. Recommend to the entire Commission changes to the Rules or
9 Bylaws, changes to the compact legislation, fees paid by interstate
10 compact Member States such as annual dues, and any compact fee charged by
11 the Member States on behalf of the Commission.

12 b. Ensure Commission administration services are appropriately
13 provided, contractual or otherwise.

14 c. Prepare and recommend the budget.

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

16 e. Monitor compliance of Member States and provide reports to the
17 Commission.

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

19 6. Meetings of the Commission

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

22 b. The Commission or the Executive Committee or other committees of
23 the Commission may convene in a closed, non-public meeting if the
24 Commission or Executive Committee or other committees of the Commission
25 must discuss:

26 i. Non-compliance of a Member State with its obligations under the
27 compact.

28 ii. The employment, compensation, discipline, or other matters,
29 practices or procedures related to specific employees or other matters
30 related to the Commission's internal personnel practices and procedures.

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

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

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

4 vi. Disclosure of trade secrets or commercial or financial
5 information that is privileged or confidential.

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

8 viii. Disclosure of investigative records compiled for law
9 enforcement purposes.

10 ix. Disclosure of information related to any investigative reports
11 prepared by or on behalf of or for use of the Commission or other
12 committee charged with responsibility of investigation or determination
13 of compliance issues pursuant to the compact.

14 x. Matters specifically exempted from disclosure by federal or
15 Member State statute.

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

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

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

28 7. Financing of the Commission

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

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

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

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

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

21 8. Qualified Immunity, Defense, and Indemnification

22 a. The members, officers, executive director, employees, and
23 representatives of the Commission shall be immune from suit and
24 liability, either personally or in their official capacity, for any claim
25 for damage to or loss of property or personal injury or other civil
26 liability caused by or arising out of any actual or alleged act, error,
27 or omission that occurred, or that the person against whom the claim is
28 made had a reasonable basis for believing occurred within the scope of
29 Commission employment, duties, or responsibilities; provided that nothing
30 in this paragraph shall be construed to protect any such person from suit
31 or liability for any damage, loss, injury, or liability caused by the

1 intentional or willful or wanton misconduct of that person.

2 b. The Commission shall defend any member, officer, executive
3 director, employee, or representative of the Commission in any civil
4 action seeking to impose liability arising out of any actual or alleged
5 act, error, or omission that occurred within the scope of Commission
6 employment, duties, or responsibilities, or that the person against whom
7 the claim is made had a reasonable basis for believing occurred within
8 the scope of Commission employment, duties, or responsibilities; provided
9 that nothing herein shall be construed to prohibit that person from
10 retaining his or her own counsel; and provided further, that the actual
11 or alleged act, error, or omission did not result from that person's
12 intentional or willful or wanton misconduct.

13 c. The Commission shall indemnify and hold harmless any member,
14 officer, executive director, employee, or representative of the
15 Commission for the amount of any settlement or judgment obtained against
16 that person arising out of any actual or alleged act, error, or omission
17 that occurred within the scope of Commission employment, duties, or
18 responsibilities, or that such person had a reasonable basis for
19 believing occurred within the scope of Commission employment, duties, or
20 responsibilities, provided that the actual or alleged act, error, or
21 omission did not result from the intentional or willful or wanton
22 misconduct of that person.

23 ARTICLE VIII- RULEMAKING

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

28 B. The Commission shall promulgate reasonable Rules to achieve the
29 intent and purpose of this interstate compact. In the event the
30 Commission exercises its Rulemaking authority in a manner that is beyond
31 purpose and intent of this interstate compact, or the powers granted

1 hereunder, then such an action by the Commission shall be invalid and
2 have no force and effect of law in the Member States.

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

8 D. Rules or amendments to the Rules shall be adopted or ratified at
9 a regular or special meeting of the Commission in accordance with
10 Commission Rules and Bylaws.

11 E. Upon determination that an emergency exists, the Commission may
12 consider and adopt an emergency Rule with forty-eight (48) hours' notice,
13 with opportunity to comment, provided that the usual Rulemaking
14 procedures shall be retroactively applied to the Rule as soon as
15 reasonably possible, in no event later than ninety (90) days after the
16 effective date of the Rule. For the purposes of this provision, an
17 emergency Rule is one that must be adopted immediately in order to:

- 18 1. Meet an imminent threat to public health, safety, or welfare;
19 2. Prevent a loss of Commission or Member State funds;
20 3. Meet a deadline for the promulgation of an administrative Rule
21 that is established by federal law or Rule; or
22 4. Protect public health and safety.

23 ARTICLE IX- FACILITATING INFORMATION EXCHANGE

24 A. The Commission shall provide for facilitating the exchange of
25 information to administer and implement the provisions of this compact in
26 accordance with the Rules of the Commission, consistent with generally
27 accepted data protection principles.

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

1 ARTICLE X- OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

2 A. Oversight

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

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

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

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

27 B. Default, Technical Assistance, and Termination

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

31 a. Provide written notice to the defaulting State and other Member

1 States of the nature of the default, the proposed means of curing the
2 default, or any other action to be taken by the Commission; and

3 b. Provide remedial training and specific technical assistance
4 regarding the default.

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

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

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

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

26 G. The defaulting State may appeal the action of the Commission by
27 petitioning the United States District Court for the District of Columbia
28 or the federal district where the Commission has its principal offices.
29 The prevailing party shall be awarded all costs of such litigation,
30 including reasonable attorney's fees.

31 H. Dispute Resolution

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

4 2. The Commission shall promulgate a Rule providing for both binding
5 and non-binding alternative dispute resolution for disputes as
6 appropriate.

7 I. Enforcement

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

10 2. By majority vote, the Commission may initiate legal action in the
11 United States District Court for the District of Columbia or the federal
12 district where the Commission has its principal offices against a Member
13 State in default to enforce compliance with the provisions of the Compact
14 and its 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 such
17 litigation, including reasonable attorney's fees. The remedies herein
18 shall not be the exclusive remedies of the Commission. The Commission may
19 pursue any other remedies available under federal or State law.

20 ARTICLE XI- EFFECTUATION, WITHDRAWAL, AND AMENDMENT

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

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

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

30 3. Member States enacting the Compact subsequent to the Charter
31 Member States shall be subject to the process set forth in Article

1 VII.C.20 to determine if their enactments are materially different from
2 the model Compact statute and whether they qualify for participation in
3 the Compact.

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

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

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

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

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

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

26 ARTICLE XII- CONSTRUCTION AND SEVERABILITY

27 This Compact shall be liberally construed to effectuate the purposes
28 thereof. The provisions of this Compact shall be severable and if any
29 phrase, clause, sentence, or provision of this Compact is declared to be
30 contrary to the constitution of any Member State or a State seeking
31 membership in the compact, or of the United States or the applicability

1 thereof to any other government, agency, person, or circumstance is held
2 invalid, the validity of the remainder of this Compact and the
3 applicability thereof to any government, agency, person, or circumstance
4 shall not be affected thereby. If this Compact shall be held contrary to
5 the constitution of any Member State, the Compact shall remain in full
6 force and effect as to the remaining Member States and in full force and
7 effect as to the Member State affected as to all severable matters.

8 ARTICLE XIII- CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

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

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

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

16 Sec. 127. The State Board of Education shall adopt and promulgate
17 rules and regulations to provide for certification of teachers pursuant
18 to the Interstate Teacher Mobility Compact.

19 2. On page 41, line 30, strike "(17)", show as stricken, and insert
20 "(17)(a)".

21 3. On page 42, after line 4 insert the following new subdivision:

22 "(b) Certificate, certificated, or certified, when referring to an
23 individual holding a certificate to teach, also includes an individual
24 who is granted a certificate in accordance with the Interstate Teacher
25 Mobility Compact and section 127 of this act.".

26 4. Correct the operative date section so that the sections added by
27 this amendment become operative three calendar months after the
28 adjournment of this legislative session.

29 5. Renumber the remaining sections and correct internal references
30 accordingly.