

1 AN ACT relating to the School Psychologist Interstate Licensure Compact.

2 *Be it enacted by the General Assembly of the Commonwealth of Kentucky:*

3 ➔SECTION 1. A NEW SECTION OF KRS CHAPTER 161 IS CREATED TO
4 READ AS FOLLOWS:

5 **SECTION 1. PURPOSE**

6 *The purpose of this compact is to facilitate the interstate practice of school psychology*
7 *in educational or school settings, and in so doing to improve the availability of school*
8 *psychological services to the public. This compact is intended to establish a pathway to*
9 *allow school psychologists to obtain equivalent licenses to provide school psychological*
10 *services in any member state. In this way, this compact shall enable the member states*
11 *to ensure that safe and effective school psychological services are available and*
12 *delivered by appropriately qualified professionals in their educational settings.*

13 *To facilitate the objectives described above, this compact:*

14 *A. Enables school psychologists who qualify for receipt of an equivalent license to*
15 *practice in other member states without first satisfying burdensome and*
16 *duplicative requirements;*

17 *B. Promotes the mobility of school psychologists between and among the member*
18 *states in order to address workforce shortages and to ensure that safe and reliable*
19 *school psychological services are available in each member state;*

20 *C. Enhances the public accessibility of school psychological services by increasing*
21 *the availability of qualified, licensed school psychologists through the*
22 *establishment of an efficient and streamlined pathway for licensees to practice in*
23 *other member states;*

24 *D. Preserves and respects the authority of each member state to protect the health*
25 *and safety of its residents by ensuring that only qualified, licensed professionals*
26 *are authorized to provide school psychological services within that state;*

27 *E. Requires school psychologists practicing within a member state to comply with*

1 the scope of practice laws present in the state where the school psychological
2 services are being provided;

3 F. Promotes cooperation between the member states in regulating the practice of
4 school psychology within those states; and

5 G. Facilitates the relocation of military members and their spouses who are licensed
6 to provide school psychological services.

7 SECTION 2. DEFINITIONS

8 A. "Active military member" means any person with full-time duty status in the
9 Armed Forces of the United States, including members of the National Guard
10 and Reserve;

11 B. "Adverse action" means disciplinary action or encumbrance imposed on a
12 license by a state licensing authority;

13 C. "Alternative program" means a non-disciplinary, prosecutorial diversion,
14 monitoring, or practice remediation process entered into in lieu of an adverse
15 action which is applicable to a school psychologist and approved by the state
16 licensing authority of a member state in which the participating school
17 psychologist is licensed. This includes but is not limited to programs to which
18 licensees with substance abuse or addiction issues may be referred in lieu of an
19 adverse action;

20 D. "Commissioner" means the individual appointed by a member state to serve as
21 the representative to the commission for that member state;

22 E. "Compact" means this School Psychologist Interstate Licensure Compact;

23 F. "Continuing professional education" means a requirement, imposed by a
24 member state as a condition of license renewal to provide evidence of successful
25 participation in professional educational activities relevant to the provision of
26 school psychological services;

27 G. "Criminal background check" means the submission of fingerprints or other

1 biometric information for a license applicant for the purpose of obtaining that
2 applicant's criminal history record information, as defined in 28 C.F.R. sec.
3 20.3(d), and the state's criminal history record repository as defined in 28 C.F.R.
4 sec. 20.3(f);

5 H. "Doctoral level degree" means a graduate degree program that consists of at
6 least ninety (90) graduate semester hours in the field of school psychology
7 including a supervised internship;

8 I. "Encumbered license" means a license that a state licensing authority has
9 limited in any way other than through an alternative program, including
10 temporary or provisional licenses;

11 J. "Executive committee" means the commission's chair, vice chair, secretary, and
12 treasurer and any other commissioners as may be determined by commission rule
13 or bylaw;

14 K. "Equivalent license" means a license to practice school psychology which a
15 member state has identified as a license which may be provided to school
16 psychologists from other member states pursuant to this compact;

17 L. "Home state" means the member state that issued the home state license to the
18 licensee and is the licensee's primary state of practice;

19 M. "Home state license" means the license that is not an encumbered license issued
20 by the home state to provide school psychological services;

21 N. "License" means a current license, certification, or other authorization granted
22 by a member state's licensing authority that permits an individual to provide
23 school psychological services;

24 O. "Licensee" means an individual who holds a license from a member state to
25 provide school psychological services;

26 P. "Member state" means a state that has enacted the compact and been admitted to
27 the commission in accordance with the provisions herein and commission rules;

- 1 Q. "Model compact" means the model language for the School Psychologist
2 Interstate Licensure Compact on file with the Council of State Governments or
3 other entity as designated by the commission;
- 4 R. "Practice of school psychology" means the delivery of school psychological
5 services;
- 6 S. "Qualifying national exam" means a national licensing examination endorsed by
7 the National Association of School Psychologists and any other exam as
8 approved by the rules of the commission;
- 9 T. "Qualifying school psychologist education program" means an education
10 program which awards a specialist-level or doctoral-level degree or equivalent
11 upon completion and is approved by the rules of the commission as meeting the
12 necessary minimum educational standards to ensure that its graduates are ready,
13 qualified, and able to engage in the practice of school psychology;
- 14 U. "Remote state" means a member state other than the home state where a licensee
15 holds a license through the compact;
- 16 V. "Rule" means a regulation promulgated by an entity, including but not limited to
17 the commission and the state licensing authority of each member state, that has
18 the force of law;
- 19 W. "School psychological services" means academic, mental and behavioral health
20 services, including assessment, prevention, consultation and collaboration,
21 intervention, and evaluation provided by a school psychologist in a school, as
22 outlined in applicable professional standards as determined by commission rule;
- 23 X. "School psychologist" means an individual who has met the requirements to
24 obtain a home state license that legally conveys the professional title of school
25 psychologist, or its equivalent as determined by the rules of the commission;
- 26 Y. "School Psychologist Interstate Licensure Compact Commission" or
27 "commission" means the joint government agency established by this compact

1 whose membership consists of representatives from each member state that has
2 enacted the compact, and as further described in Section 7 of this compact;

3 Z. "Scope of practice" means the procedures, actions, and processes a school
4 psychologist licensed in a state is permitted to undertake in that state and the
5 circumstances under which that licensee is permitted to undertake those
6 procedures, actions, and processes. Such procedures, actions, and processes, and
7 the circumstances under which they may be undertaken, may be established
8 through means including but not limited to statute, regulations, case law, and
9 other processes available to the state licensing authority or other government
10 agency;

11 AA. "Specialist-level degree" means a degree program that requires at least sixty (60)
12 graduate semester hours or equivalent in the field of school psychology including
13 a supervised internship;

14 BB. "State" means any state, commonwealth, district, or territory of the United States
15 of America;

16 CC. "State licensing authority" means a member state's regulatory body responsible
17 for issuing licenses or otherwise overseeing the practice of school psychology;

18 DD. "State specific requirement" means a requirement for licensure covered in
19 coursework or examination that includes content of unique interest to the state;
20 and

21 EE. "Unencumbered license" means a license that authorizes a licensee to engage in
22 the full and unrestricted practice of school psychology.

23 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

24 A. To be eligible to join this compact, and to maintain eligibility as a member state, a
25 state must:

26 1. Enact a compact statute that is not materially different from the model
27 compact as defined in the commission's rules;

- 1 2. Participate in the sharing of information with other member states as
2 reasonably necessary to accomplish the objectives of this compact, and as
3 further defined in Section 8 of this compact;
- 4 3. Identify and maintain with the commission a list of equivalent licenses
5 available to licensees who hold a home state license under this compact;
- 6 4. Have a mechanism in place for receiving and investigating complaints
7 about licensees;
- 8 5. Notify the commission, in compliance with the terms of the compact and the
9 commission's rules, of any adverse action taken against a licensee, or of the
10 availability of investigative information which relates to a licensee or
11 applicant for licensure;
- 12 6. Require that applicants for a home state license have:
- 13 a. Taken and passed a qualifying national exam as defined by the rules
14 of the commission;
- 15 b. Completed a minimum of one thousand two hundred (1,200) hours of
16 supervised internship, of which at least six hundred (600) hours must
17 have been completed in a school, prior to being approved for
18 licensure; and
- 19 c. Graduated from a qualifying school psychologist education program;
20 and
- 21 7. Comply with the terms of this compact and the rules of the commission.
- 22 B. Each member state shall grant an equivalent license to practice school
23 psychology in that state upon application by a licensee who satisfies the criteria of
24 Section 4.A. of this compact. Each member state shall grant renewal of the
25 equivalent license to a licensee who satisfies the criteria of Section 4.B. of this
26 compact.
- 27 C. Member states may set and collect a fee for granting an equivalent license.

1 **SECTION 4. SCHOOL PSYCHOLOGIST PARTICIPATION IN THE COMPACT**

2 **A. To obtain and maintain an equivalent license from a remote state under this**
3 **compact, a licensee must:**

4 **1. Hold and maintain an active home state license;**

5 **2. Satisfy any applicable state specific requirements established by the member**
6 **state after an equivalent license is granted;**

7 **3. Complete any administrative or application requirements which the**
8 **commission may establish by rule, and pay any associated fees;**

9 **4. Complete any requirements for renewal in the home state, including**
10 **applicable continuing professional education requirements; and**

11 **5. Upon their application to receive a license under this compact, undergo a**
12 **criminal background check in the member state in which the equivalent**
13 **license is sought in accordance with the laws and regulations of such**
14 **member state.**

15 **B. To renew an equivalent license in a member state other than the home state, a**
16 **licensee must only apply for renewal, complete a background check, and pay**
17 **renewal fees as determined by the licensing authority.**

18 **SECTION 5. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES**

19 **A licensee who is an active military member or is the spouse of an active military**
20 **member shall be deemed to hold a home state license in any of the following locations:**

21 **A. The licensee's permanent residence;**

22 **B. A member state that is the licensee's primary state of practice; or**

23 **C. A member state where the licensee has relocated pursuant to a permanent change**
24 **of station (PCS).**

25 **SECTION 6. DISCIPLINE AND ADVERSE ACTIONS**

26 **A. Nothing in this compact shall be deemed or construed to limit the authority of a**
27 **member state to investigate or impose disciplinary measures on licensees**

1 according to the state practice laws thereof.

2 B. Member states shall be authorized to receive, and shall provide, files and
3 information regarding the investigation and discipline, if any, of licensees in
4 other member states upon request. Any member state receiving such information
5 or files shall protect and maintain the security and confidentiality thereof, in at
6 least the same manner that it maintains its own investigatory or disciplinary files
7 and information. Prior to disclosing any disciplinary or investigatory information
8 received from another member state, the disclosing state shall communicate its
9 intention and purpose for such disclosure to the member state which originally
10 provided that information.

11 SECTION 7. ESTABLISHMENT OF THE SCHOOL PSYCHOLOGIST

12 INTERSTATE LICENSURE COMPACT COMMISSION

13 A. The member states hereby create and establish a joint government agency whose
14 membership consists of all member states that have enacted the compact, and this
15 agency shall be known as the School Psychologist Interstate Licensure Compact
16 Commission. The commission is an instrumentality of the member states acting
17 jointly and not an instrumentality of any one (1) state. The commission shall
18 come into existence on or after the effective date of the compact as set forth in
19 Section 11 of this compact.

20 B. Membership, voting, and meetings:

21 1. Each member state shall have and be limited to one (1) delegate selected by
22 that member state's state licensing authority.

23 2. The delegate shall be the primary administrative officer of the member state
24 licensing authority or their designee who is an employee of the member
25 state licensing authority.

26 3. The commission shall by rule or bylaw establish a term of office for
27 delegates and may by rule or bylaw establish term limits.

- 1 4. The commission may recommend removal or suspension of any delegate
2 from office.
- 3 5. A member state's licensing authority shall fill any vacancy of its delegate
4 occurring on the commission within sixty (60) days of the vacancy.
- 5 6. Each delegate shall be entitled to one (1) vote on all matters before the
6 commission requiring a vote by commission delegates.
- 7 7. A delegate shall vote in person or by such other means as provided in the
8 bylaws. The bylaws may provide for delegates to meet by
9 telecommunication, videoconference, or other means of communication.
- 10 8. The commission shall meet at least once during each calendar year.
11 Additional meetings may be held as set forth in the bylaws. The commission
12 may meet by telecommunication, videoconference or other similar
13 electronic means.
- 14 C. The commission shall have the following powers:
- 15 1. Establish the fiscal year of the commission;
- 16 2. Establish code of conduct and conflict of interest policies;
- 17 3. Establish and amend rules and bylaws;
- 18 4. Establish the procedure through which a licensee may change their home
19 state;
- 20 5. Maintain its financial records in accordance with the bylaws;
- 21 6. Meet and take such actions as are consistent with the provisions of this
22 compact, the commission's rules, and the bylaws;
- 23 7. Initiate and conclude legal proceedings or actions in the name of the
24 commission, provided that the standing of any member state licensing
25 authority to sue or be sued under applicable law shall not be affected;
- 26 8. Maintain and certify records and information provided to a member state as
27 the authenticated business records of the commission, and designate an

- 1 agent to do so on the commission's behalf;
- 2 9. Purchase and maintain insurance and bonds;
- 3 10. Borrow, accept, or contract for services of personnel, including but not
- 4 limited to employees of a member state;
- 5 11. Conduct an annual financial review;
- 6 12. Hire employees, elect or appoint officers, fix compensation, define duties,
- 7 grant such individuals appropriate authority to carry out the purposes of the
- 8 compact, and establish the commission's personnel policies and programs
- 9 relating to conflicts of interest, qualifications of personnel, and other
- 10 related personnel matters;
- 11 13. Assess and collect fees;
- 12 14. Accept any and all appropriate gifts, donations, grants of money, other
- 13 sources of revenue, equipment, supplies, materials, and services, and
- 14 receive, utilize, and dispose of the same, provided that at all times the
- 15 commission shall avoid any appearance of impropriety and/or conflict of
- 16 interest;
- 17 15. Lease, purchase, retain, own, hold, improve, or use any property, real,
- 18 personal, or mixed, or any undivided interest therein;
- 19 16. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise
- 20 dispose of any property real, personal, or mixed;
- 21 17. Establish a budget and make expenditures;
- 22 18. Borrow money;
- 23 19. Appoint committees, including standing committees, composed of members,
- 24 state regulators, state legislators or their representatives, and consumer
- 25 representatives, and such other interested persons as may be designated in
- 26 this compact and the bylaws;
- 27 20. Provide and receive information from, and cooperate with, law enforcement

1 agencies;

2 21. Establish and elect an executive committee, including a chair and a vice
3 chair;

4 22. Determine whether a state's adopted language is materially different from
5 the model compact language such that the state would not qualify for
6 participation in the compact; and

7 23. Perform such other functions as may be necessary or appropriate to achieve
8 the purposes of this compact.

9 D. The executive committee:

10 1. The executive committee shall have the power to act on behalf of the
11 commission according to the terms of this compact. The powers, duties, and
12 responsibilities of the executive committee shall include:

13 a. Oversee the day-to-day activities of the administration of the compact
14 including enforcement and compliance with the provisions of the
15 compact, its rules and bylaws, and other such duties as deemed
16 necessary;

17 b. Recommend to the commission changes to the rules or bylaws,
18 changes to this compact legislation, fees charged to member states,
19 fees charged to licensees, and other fees;

20 c. Ensure compact administration services are appropriately provided,
21 including by contract;

22 d. Prepare and recommend the budget;

23 e. Maintain financial records on behalf of the commission;

24 f. Monitor compact compliance of member states, and provide
25 compliance reports to the commission;

26 g. Establish additional committees as necessary;

27 h. Exercise the powers and duties of the commission during the interim

- 1 between commission meetings, except for adopting or amending rules,
2 adopting or amending bylaws, and exercising any other powers and
3 duties expressly reserved to the commission by rule or bylaw; and
4 i. Other duties as provided in the rules or bylaws of the commission.
5 2. The executive committee shall be composed of up to seven (7) members:
6 a. The chair and vice chair of the commission shall be voting members
7 of the executive committee; and
8 b. The commission shall elect five (5) voting members from the current
9 membership of the commission.
10 3. The commission may remove any member of the executive committee as
11 provided in the commission's bylaws.
12 4. The executive committee shall meet at least annually.
13 a. Executive committee meetings shall be open to the public, except that
14 the executive committee may meet in a closed, non-public meeting as
15 provided in subsection F.2. of this section.
16 b. The executive committee shall give thirty (30) days' notice of its
17 meetings, posted on its website and as determined to provide notice to
18 persons with an interest in the business of the commission.
19 c. The executive committee may hold a special meeting in accordance
20 with subsection F.1.b. of this section.
21 E. The commission shall adopt and provide to the member states an annual report.
22 F. Meetings of the commission:
23 1. All meetings shall be open to the public, except that the commission may
24 meet in a closed, non-public meeting as provided in subsection F.2. of this
25 section.
26 a. Public notice for all meetings of the full commission shall be given in
27 the same manner as required under the rulemaking provisions in

1 Section 9 of this compact, except that the commission may hold a
2 special meeting as provided in subsection F.1.b. of this section.

3 b. The commission may hold a special meeting when it must meet to
4 conduct emergency business by giving forty-eight (48) hours' notice to
5 all commissioners, on the commission's website, and other means as
6 provided in the commission's rules. The commission's legal counsel
7 shall certify that the commission's need to meet qualifies as an
8 emergency.

9 2. The commission or the executive committee or other committees of the
10 commission may convene in a closed, non-public meeting for the
11 commission or executive committee or other committees of the commission
12 to receive legal advice or to discuss:

13 a. Non-compliance of a member state with its obligations under the
14 compact;

15 b. The employment, compensation, discipline or other matters, practices
16 or procedures related to specific employees;

17 c. Current or threatened discipline of a licensee by the commission or by
18 a member state's licensing authority;

19 d. Current, threatened, or reasonably anticipated litigation;

20 e. Negotiation of contracts for the purchase, lease, or sale of goods,
21 services, or real estate;

22 f. Accusing any person of a crime or formally censuring any person;

23 g. Trade secrets or commercial or financial information that is privileged
24 or confidential;

25 h. Information of a personal nature where disclosure would constitute a
26 clearly unwarranted invasion of personal privacy;

27 i. Investigative records compiled for law enforcement purposes;

1 j. Information related to any investigative reports prepared by or on
2 behalf of or for use of the commission or other committee charged
3 with responsibility of investigation or determination of compliance
4 issues pursuant to the compact;

5 k. Matters specifically exempted from disclosure by federal or member
6 state law; or

7 l. Other matters as promulgated by the commission by rule.

8 3. If a meeting, or portion of a meeting, is closed, the presiding officer shall
9 state that the meeting will be closed and reference each relevant exempting
10 provision, and such reference shall be recorded in the minutes.

11 4. The commission shall keep minutes that fully and clearly describe all
12 matters discussed in a meeting and shall provide a full and accurate
13 summary of actions taken, and the reasons therefore, including a
14 description of the views expressed. All documents considered in connection
15 with an action shall be identified in such minutes. All minutes and
16 documents of a closed meeting shall remain under seal, subject to release
17 only by a majority vote of the commission or order of a court of competent
18 jurisdiction.

19 G. Financing of the commission:

20 1. The commission shall pay, or provide for the payment of, the reasonable
21 expenses of its establishment, organization, and ongoing activities.

22 2. The commission may accept any and all appropriate revenue sources as
23 provided in subsection C.14. of this section.

24 3. The commission may levy on and collect an annual assessment from each
25 member state and impose fees on licensees practicing in the member states
26 under an equivalent license to cover the cost of the operations and activities
27 of the commission and its staff, which must be in a total amount sufficient

1 to cover its annual budget as approved each year for which revenue is not
2 provided by other sources. The aggregate annual assessment amount for
3 member states shall be allocated based upon a formula that the commission
4 shall promulgate by rule.

5 4. The commission shall not incur obligations of any kind prior to securing
6 the funds adequate to meet the same; nor shall the commission pledge the
7 credit of any of the member states, except by and with the authority of the
8 member state.

9 5. The commission shall keep accurate accounts of all receipts and
10 disbursements. The receipts and disbursements of the commission shall be
11 subject to the financial review and accounting procedures established under
12 its bylaws. However, all receipts and disbursements of funds handled by the
13 commission shall be subject to an annual financial review by a certified or
14 licensed public accountant, and the report of the financial review shall be
15 included in and become part of the annual report of the commission.

16 H. Qualified immunity, defense, and indemnification:

17 1. The members, officers, executive director, employees and representatives of
18 the commission shall be immune from suit and liability, both personally and
19 in their official capacity, for any claim for damage to or loss of property or
20 personal injury or other civil liability caused by or arising out of any actual
21 or alleged act, error, or omission that occurred, or that the person against
22 whom the claim is made had a reasonable basis for believing occurred
23 within the scope of commission employment, duties or responsibilities;
24 provided that nothing in this paragraph shall be construed to protect any
25 such person from suit or liability for any damage, loss, injury, or liability
26 caused by the intentional or willful or wanton misconduct of that person.
27 The procurement of insurance of any type by the commission shall not in

1 any way compromise or limit the immunity granted hereunder.

2 2. The commission shall defend any member, officer, executive director,
3 employee, and representative of the commission in any civil action seeking
4 to impose liability arising out of any actual or alleged act, error, or omission
5 that occurred within the scope of commission employment, duties, or
6 responsibilities, or as determined by the commission 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 responsibilities;
9 provided that nothing herein shall be construed to prohibit that person from
10 retaining their own counsel at their own expense; and provided further, that
11 the actual or alleged act, error, or omission did not result from that person's
12 intentional or willful or wanton misconduct.

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

22 4. Nothing herein shall be construed as a limitation on the liability of any
23 licensee for professional malpractice or misconduct, which shall be
24 governed solely by any other applicable state laws.

25 5. Nothing in this compact shall be interpreted to waive or otherwise abrogate
26 a member state's state action immunity or state action affirmative defense
27 with respect to antitrust claims under the Sherman Act, Clayton Act, or any

1 other state or federal antitrust or anticompetitive law or regulation.

2 6. Nothing in this compact shall be construed to be a waiver of sovereign
3 immunity by the member states or by the commission.

4 SECTION 8. FACILITATING INFORMATION EXCHANGE

5 A. The commission shall provide for facilitating the exchange of information to
6 administer and implement the provisions of this compact in accordance with the
7 rules of the commission, consistent with generally accepted data protection
8 principles.

9 B. Notwithstanding any other provision of state law to the contrary, a member state
10 shall agree to provide for the facilitation of the following licensee information as
11 required by the rules of the commission, including:

12 1. Identifying information;

13 2. Licensure data;

14 3. Adverse actions against a license and information related thereto;

15 4. Non-confidential information related to alternative program participation,
16 the beginning and ending dates of such participation, and other information
17 related to such participation not made confidential under member state law;

18 5. Any denial of application for licensure, and the reason(s) for such denial;

19 6. The presence of investigative information; and

20 7. Other information that may facilitate the administration of this compact or
21 the protection of the public, as determined by the rules of the commission.

22 C. Nothing in this compact shall be deemed or construed to alter, limit, or inhibit the
23 power of a member state to control and maintain ownership of its licensee
24 information or alter, limit, or inhibit the laws or regulations governing licensee
25 information in the member state.

26 SECTION 9. RULEMAKING

27 A. The commission shall exercise its rulemaking powers pursuant to the criteria set

1 forth in this interstate compact and the rules adopted thereunder. Rules and
2 amendments shall become binding as of the date specified in each rule or
3 amendment.

4 B. The commission shall promulgate reasonable rules to achieve the intent and
5 purpose of this interstate compact. In the event the commission exercises its
6 rulemaking authority in a manner that is beyond purpose and intent of this
7 interstate compact, or the powers granted hereunder, then such an action by the
8 commission shall be invalid and have no force and effect of law in the member
9 states.

10 C. If a majority of the legislatures of the member states rejects a rule, by enactment
11 of a statute or resolution in the same manner used to adopt the compact within
12 four (4) years of the date of adoption of the rule, then such rule shall have no
13 further force and effect in any member state.

14 D. Rules or amendments to the rules shall be adopted or ratified at a regular or
15 special meeting of the commission in accordance with commission rules and
16 bylaws.

17 E. Prior to promulgation and adoption of a final rule or rules by the commission,
18 and at least thirty (30) days in advance of the meeting at which the rule will be
19 considered and voted upon, the commission shall file a notice of proposed
20 rulemaking:

21 1. On the website of the commission or other publicly accessible platform; and
22 2. On the website of each member state licensing authority or other publicly
23 accessible platform or the publication in which each state would otherwise
24 publish proposed rules.

25 F. Upon determination that an emergency exists, the commission may consider and
26 adopt an emergency rule with forty-eight (48) hours' notice, with opportunity to
27 comment, provided that the usual rulemaking procedures shall be retroactively

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

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

5 2. Prevent a loss of commission or member state funds;

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

8 4. Protect public health and safety.

9 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

10 A. Oversight:

11 1. The executive and judicial branches of the state government in each
12 member state shall enforce this compact and take all actions necessary and
13 appropriate to implement the compact.

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

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

1 **B. Default, technical assistance, and termination:**

2 **1. If the commission determines that a member state has defaulted in the**
3 **performance of its obligations or responsibilities under this compact or the**
4 **promulgated rules, the commission shall provide written notice to the**
5 **defaulting state. The notice of default shall describe the default, the**
6 **proposed means of curing the default, and any other action that the**
7 **commission may take, and shall offer training and specific technical**
8 **assistance regarding the default.**

9 **2. The commission shall provide a copy of the notice of default to the other**
10 **member states.**

11 **C. If a state in default fails to cure the default, the defaulting state may be**
12 **terminated from the compact upon an affirmative vote of a supermajority of the**
13 **delegates of the member states, and all rights, privileges and benefits conferred**
14 **on that state by this compact may be terminated on the effective date of**
15 **termination. A cure of the default does not relieve the offending state of**
16 **obligations or liabilities incurred during the period of default.**

17 **D. Termination of membership in the compact shall be imposed only after all other**
18 **means of securing compliance have been exhausted. Notice of intent to suspend**
19 **or terminate shall be given by the commission to the governor, the majority and**
20 **minority leaders of the defaulting state's legislature, the defaulting state's**
21 **licensing authority, and each of the member states' licensing authorities.**

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

25 **F. Upon the termination of a state's membership from this compact, that state shall**
26 **immediately provide notice to all licensees within that state of such termination.**
27 **The terminated state shall continue to recognize all licenses granted pursuant to**

1 this compact for a minimum of six (6) months after the date of said notice of
2 termination.

3 G. The commission shall not bear any costs related to a state that is found to be in
4 default or that has been terminated from the compact, unless agreed upon in
5 writing between the commission and the defaulting state.

6 H. The defaulting state may appeal the action of the commission by petitioning the
7 United States District Court for the District of Columbia or the federal district
8 where the commission has its principal offices. The prevailing party shall be
9 awarded all costs of such litigation, including reasonable attorney's fees.

10 I. Dispute resolution:

11 1. Upon request by a member state, the commission shall attempt to resolve
12 disputes related to the compact that arise among member states and between
13 member and non-member states.

14 2. The commission shall promulgate a rule providing for both mediation and
15 binding dispute resolution for disputes as appropriate.

16 J. Enforcement:

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

27 2. A member state may initiate legal action against the commission in the

1 United States District Court for the District of Columbia or the federal
2 district where the Commission has its principal offices to enforce
3 compliance with the provisions of the compact and its promulgated rules.
4 The relief sought may include both injunctive relief and damages. In the
5 event judicial enforcement is necessary, the prevailing party shall be
6 awarded all costs of such litigation, including reasonable attorney's fees.

7 3. No person other than a member state shall enforce this compact against the
8 commission.

9 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

10 A. The compact shall come into effect on the date on which the compact statute is
11 enacted into law in the seventh member state.

12 1. On or after the effective date of the compact indicated above, the
13 commission shall convene and review the enactment of each of the charter
14 member states to determine if the statute enacted by each such charter
15 member state is materially different than the model compact statute.

16 a. A charter member state whose enactment is found to be materially
17 different from the model compact statute shall be entitled to the
18 default process set forth in Section 10 of this compact.

19 b. If any member state is later found to be in default, or is terminated or
20 withdraws from the compact, the commission shall remain in
21 existence and the compact shall remain in effect even if the number of
22 member states should be less than seven (7).

23 2. Member states enacting the compact subsequent to the charter member
24 states shall be subject to the process set forth in Section 7.C.22. of this
25 compact to determine if their enactments are materially different from the
26 model compact statute and whether they qualify for participation in the
27 compact.

1 3. All actions taken for the benefit of the commission or in furtherance of the
2 purposes of the administration of the compact prior to the effective date of
3 the compact or the commission coming into existence shall be considered to
4 be actions of the commission unless specifically repudiated by the
5 commission.

6 a. Any state that joins the compact subsequent to the commission's initial
7 adoption of the rules and bylaws shall be subject to the rules and
8 bylaws as they exist on the date on which the compact becomes law in
9 that state. Any rule that has been previously adopted by the
10 commission shall have the full force and effect of law on the day the
11 compact becomes law in that state.

12 b. Any member state may withdraw from this compact by enacting a
13 statute repealing the same.

14 B. A member state's withdrawal shall not take effect until one hundred eighty (180)
15 days after enactment of the repealing statute.

16 C. Withdrawal shall not affect the continuing requirement of the withdrawing
17 state's licensing authority to comply with the investigative and adverse action
18 reporting requirements of this compact prior to the effective date of withdrawal.

19 D. Upon the enactment of a statute withdrawing from this compact, a state shall
20 immediately provide notice of such withdrawal to all licensees within that state.
21 Notwithstanding any subsequent statutory enactment to the contrary, such
22 withdrawing state shall continue to recognize all licenses granted pursuant to this
23 compact for a minimum of six (6) months after the date of such notice of
24 withdrawal.

25 1. Nothing contained in this compact shall be construed to invalidate or
26 prevent any licensure agreement or other cooperative arrangement between
27 a member state and a non-member state that does not conflict with the

1 provisions of this compact.

2 2. This compact may be amended by the member states. No amendment to this
3 compact shall become effective and binding upon any member state until it
4 is enacted into the laws of all member states.

5 SECTION 12. CONSTRUCTION AND SEVERABILITY

6 A. This compact and the commission's rulemaking authority shall be liberally
7 construed so as to effectuate the purposes, and the implementation and
8 administration of the compact. Provisions of the compact expressly authorizing or
9 requiring the promulgation of rules shall not be construed to limit the
10 commission's rulemaking authority solely for those purposes.

11 B. The provisions of this compact shall be severable and if any phrase, clause,
12 sentence or provision of this compact is held by a court of competent jurisdiction
13 to be contrary to the constitution of any member state, a state seeking
14 participation in the compact, or of the United States, or the applicability thereof
15 to any government, agency, person or circumstance is held to be unconstitutional
16 by a court of competent jurisdiction, the validity of the remainder of this compact
17 and the applicability thereof to any other government, agency, person or
18 circumstance shall not be affected thereby.

19 C. Notwithstanding subsection B. of this section, the commission may deny a state's
20 participation in the compact or, in accordance with the requirements of Section
21 10.B. of this compact, terminate a member state's participation in the compact, if
22 it determines that a constitutional requirement of a member state is a material
23 departure from the compact. Otherwise, if this compact shall be held to be
24 contrary to the constitution of any member state, the compact shall remain in full
25 force and effect as to the remaining member states and in full force and effect as
26 to the member state affected as to all severable matters.

27 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE

1 LAWS

2 A. Nothing herein shall prevent or inhibit the enforcement of any other law of a
3 member state that is not inconsistent with the compact.

4 B. Any laws, statutes, regulations, or other legal requirements in a member state in
5 conflict with the compact are superseded to the extent of the conflict.

6 C. All permissible agreements between the commission and the member states are
7 binding in accordance with their terms.

8 SECTION 14. APPLICABILITY OF KENTUCKY STATE GOVERNMENT

9 In order to clarify the effect of certain provisions of this compact and to ensure that the
10 rights and responsibilities of the various branches of government are maintained, the
11 following shall be in effect in this state:

12 A. By entering into this compact, this state authorizes the state licensing authority as
13 defined in Section 2.CC. of this compact and as created by KRS 161.028 to
14 implement the provisions of this compact.

15 B. Notwithstanding any provision of this compact to the contrary:

16 1. When a rule is adopted pursuant to Section 9 of this compact, the state
17 licensing authority as defined by Section 2.CC. of this compact shall have
18 sixty (60) days to review the rule for the purpose of filing the rule as an
19 emergency administrative regulation pursuant to KRS 13A.190 and for
20 filing the rule as an accompanying ordinary administrative regulation,
21 following the requirements of KRS Chapter 13A. Failure by the state
22 licensing authority as defined by Section 2.CC. of this compact to
23 promulgate a rule adopted by the School Psychologist Interstate Licensure
24 Compact Commission as an administrative regulation pursuant to KRS
25 Chapter 13A shall result in withdrawal as set forth in Section 11 of this
26 compact. Nothing in these provisions shall negate the applicability of a
27 commission rule or Section 9 of this compact to this state;

1 2. If the proposed administrative regulation is found deficient and the
2 deficiency is not resolved pursuant to KRS 13A.330 or 13A.335, the
3 provisions of Section 10 of this compact shall apply. If the deficiency is
4 resolved in a manner determined by the commission to be inconsistent with
5 this compact or its rules, or if the procedures under Section 10 of this
6 compact fail to resolve an issue, the withdrawal provisions of Section 11 of
7 this compact shall apply; and

8 3. If a court of competent jurisdiction determines that the School Psychologist
9 Interstate Licensure Compact Commission created by Section 7 of this
10 compact exercises its rulemaking authority in a manner that is beyond the
11 scope of the purposes of this compact, or the powers granted under this
12 compact, then such an action by the commission shall be invalid and have
13 no force or effect.

14 C. Section 7.G. of this compact pertaining to the financing of the commission shall
15 not be interpreted to obligate the general fund of this state. Any funds used to
16 finance this compact shall be from money collected pursuant to KRS 161.028.

17 D. This compact shall apply only to those school psychologists who practice or work
18 under a compact privilege.