

House Bill 2596

Sponsored by Representatives NERON, DIEHL; Representative SCHARF, Senators FREDERICK, GELSER BLOUIN, WEBER (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: Causes this state to join a compact for school psychologists. (Flesch Readability Score: 69.7).

Enacts the School Psychologist Interstate Licensure Compact. Prescribes that the purpose of the Compact is to facilitate the interstate practice of school psychology in educational or school settings. Describes the rights and responsibilities under the Compact.

A BILL FOR AN ACT

1
2 Relating to an interstate compact for school psychologists.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1. The School Psychologist Interstate Licensure Compact is enacted into law**
5 **and entered into on behalf of this state with all other jurisdictions legally joining therein in**
6 **the form substantially as follows:**

SCHOOL PSYCHOLOGIST INTERSTATE LICENSURE COMPACT

SECTION 1. PURPOSE

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

18 **To facilitate the objectives described above, this Compact:**

19 **A. Enables school psychologists who qualify for receipt of an equivalent license to prac-**
20 **tice in other member states without first satisfying burdensome and duplicative require-**
21 **ments;**

22 **B. Promotes the mobility of school psychologists between and among the member states**
23 **in order to address workforce shortages and to ensure that safe and reliable school psycho-**
24 **logical services are available in each member state;**

25 **C. Enhances the public accessibility of school psychological services by increasing the**
26 **availability of qualified, licensed school psychologists through the establishment of an effi-**
27 **cient and streamlined pathway for licensees to practice in other member states;**
28

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

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

4 **E. Requires school psychologists practicing within a member state to comply with the**
 5 **scope of practice laws present in the state where the school psychological services are being**
 6 **provided;**

7 **F. Promotes cooperation between the member states in regulating the practice of school**
 8 **psychology within those states; and**

9 **G. Facilitates the relocation of military members and their spouses who are licensed to**
 10 **provide school psychological services.**

11 **SECTION 2. DEFINITIONS**

12 **A. “Active military member” means any person with full-time duty status in the armed**
 13 **forces of the United States, including members of the National Guard or in a reserve com-**
 14 **ponent of the Armed Forces of the United States.**

15 **B. “Adverse action” means disciplinary action or encumbrance imposed on a license by**
 16 **a state licensing authority.**

17 **C. “Alternative program” means a nondisciplinary, prosecutorial diversion, monitoring,**
 18 **or practice remediation process entered into in lieu of an adverse action that is applicable**
 19 **to a school psychologist and approved by the state licensing authority of a member state in**
 20 **which the participating school psychologist is licensed. This includes, but is not limited to,**
 21 **programs to which licensees with substance abuse or addiction issues may be referred in lieu**
 22 **of an adverse action.**

23 **D. “Commissioner” means the individual appointed by a member state to serve as the**
 24 **representative to the School Psychologist Interstate Licensure Compact Commission for that**
 25 **member state.**

26 **E. “Compact” means this School Psychologist Interstate Licensure Compact.**

27 **F. “Continuing professional education” means a requirement, imposed by a member state**
 28 **as a condition of license renewal, to provide evidence of successful participation in profes-**
 29 **sional educational activities relevant to the provision of school psychological services.**

30 **G. “Criminal background check” means the submission of fingerprints or other biometric**
 31 **information for a license applicant for the purpose of obtaining that applicant’s criminal**
 32 **history record information, as defined in 28 C.F.R. 20.3(d) and in effect on January 1, 2026,**
 33 **and the state’s criminal history record repository as defined in 28 C.F.R. 20.3(f) and in effect**
 34 **on January 1, 2026.**

35 **H. “Doctoral-level degree” means a graduate degree program that consists of at least 90**
 36 **graduate semester hours or equivalent in the field of school psychology and includes a**
 37 **supervised internship.**

38 **I. “Encumbered license” means a license that a state licensing authority has limited in**
 39 **any way other than through an alternative program, including temporary or provisional li-**
 40 **censes.**

41 **J. “Equivalent license” means a license to practice school psychology that a member**
 42 **state has identified as a license that may be provided to school psychologists from other**
 43 **member states pursuant to this Compact.**

44 **K. “Executive committee” means the chair, vice chair, secretary and treasurer of the**
 45 **School Psychologist Interstate Licensure Compact Commission and any other commissioners**

1 as may be determined by commission rule or bylaw.

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

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

6 N. "License" means a current license, certification, or other authorization granted by a
7 member state's state licensing authority that permits an individual to provide school psy-
8 chological services.

9 O. "Licensee" means an individual who holds a license from a member state to provide
10 school psychological services.

11 P. "Member state" means a state that has enacted this Compact and been admitted to
12 the School Psychologist Interstate Licensure Compact Commission in accordance with the
13 provisions herein and commission rules.

14 Q. "Model compact" means the model language for the School Psychologist Interstate
15 Licensure Compact on file with the Council of State Governments or other entity as desig-
16 nated by the School Psychologist Interstate Licensure Compact Commission.

17 R. "Practice of school psychology" means the delivery of school psychological services.

18 S. "Qualifying national exam" means a national licensing examination endorsed by the
19 National Association of School Psychologists and any other exam as approved by the rules
20 of the School Psychologist Interstate Licensure Compact Commission.

21 T. "Qualifying school psychologist education program" means an education program that
22 awards a specialist-level or doctoral-level degree or equivalent upon completion and is ap-
23 proved by the rules of the School Psychologist Interstate Licensure Compact Commission as
24 meeting the necessary minimum educational standards to ensure that its graduates are
25 ready, qualified, and able to engage in the practice of school psychology.

26 U. "Remote state" means a member state other than the home state where a licensee
27 holds a license through this Compact.

28 V. "Rule" means a regulation promulgated by an entity, including but not limited to the
29 School Psychologist Interstate Licensure Compact Commission and the state licensing au-
30 thority of each member state, that has the force of law.

31 W. "School psychological services" means academic, mental and behavioral health ser-
32 vices including assessment, prevention, consultation and collaboration, intervention, and
33 evaluation provided by a school psychologist in a school, as outlined in applicable professional
34 standards as determined by rule of the School Psychologist Interstate Licensure Compact
35 Commission.

36 X. "School psychologist" means an individual who has met the requirements to obtain a
37 home state license that legally conveys the professional title of school psychologist or its
38 equivalent, as determined by the rules of the School Psychologist Interstate Licensure
39 Compact Commission.

40 Y. "School Psychologist Interstate Licensure Compact Commission" means the joint
41 government agency established by this Compact whose membership consists of represen-
42 tatives from each member state that has enacted this Compact, and as further described in
43 section 7 of this Compact.

44 Z. "Scope of practice" means the procedures, actions, and processes a school psychologist
45 licensed in a state is permitted to undertake in that state and the circumstances under

1 which that licensee is permitted to undertake those procedures, actions, and processes. Such
 2 procedures, actions, and processes, and the circumstances under which they may be under-
 3 taken, may be established through means including, but not limited to, statute, regulations,
 4 case law, and other processes available to the state licensing authority or other government
 5 agency.

6 AA. “Specialist-level degree” means a degree program that requires at least 60 graduate
 7 semester hours or equivalent in the field of school psychology and includes a supervised
 8 internship.

9 BB. “State” means any state, commonwealth, district, or territory of the United States
 10 of America.

11 CC. “State licensing authority” means a member state’s regulatory body responsible for
 12 issuing licenses or otherwise overseeing the practice of school psychology.

13 DD. “State specific requirement” means a requirement for licensure covered in
 14 coursework or examination that includes content of unique interest to the state.

15 **SECTION 3. STATE PARTICIPATION IN THIS COMPACT**

16 A. To be eligible to join this Compact, and to maintain eligibility as a member state, a
 17 state must:

18 1. Enact a compact statute that is not materially different from the model compact, as
 19 defined in the rules of the School Psychologist Interstate Licensure Compact Commission;

20 2. Participate in the sharing of information with other member states as reasonably
 21 necessary to accomplish the objectives of this Compact, and as further defined in section 8
 22 of this Compact;

23 3. Identify and maintain with the commission a list of equivalent licenses available to
 24 licensees who hold a home state license under this Compact;

25 4. Have a mechanism in place for receiving and investigating complaints about licensees;

26 5. Notify the commission, in compliance with the terms of this Compact and the
 27 commission’s rules, of any adverse action taken against a licensee, or of the availability of
 28 investigative information that relates to a licensee or applicant for licensure;

29 6. Require that applicants for a home state license have:

30 a. Taken and passed a qualifying national exam, as defined by the rules of the commis-
 31 sion;

32 b. Completed a minimum of 1,200 hours of supervised internship, of which at least 600
 33 hours must have been completed in a school, prior to being approved for licensure; and

34 c. Graduated from a qualifying school psychologist education program; and

35 7. Comply with the terms of this Compact and the rules of the commission.

36 B. Each member state shall grant an equivalent license to practice school psychology in
 37 that state upon application by a licensee who satisfies the criteria of section 4.A of this
 38 Compact. Each member state shall grant renewal of the equivalent license to a licensee who
 39 satisfies the criteria of section 4.B of this Compact.

40 C. Member states may set and collect a fee for granting an equivalent license.

41 **SECTION 4. SCHOOL PSYCHOLOGIST PARTICIPATION IN THIS COMPACT**

42 A. To obtain and maintain an equivalent license from a remote state under this Compact,
 43 a licensee must:

44 1. Hold and maintain an active home state license;

45 2. Satisfy any applicable state specific requirements established by the member state af-

1 ter an equivalent license is granted;

2 3. Complete any administrative or application requirements that the School Psychologist
3 Interstate Licensure Compact Commission may establish by rule, and pay any associated
4 fees;

5 4. Complete any requirements for renewal in the home state, including applicable con-
6 tinuing professional education requirements; and

7 5. Upon application to receive a license under this Compact, undergo a criminal back-
8 ground check in the member state in which the equivalent license is sought in accordance
9 with the laws and regulations of the member state.

10 B. To renew an equivalent license in a member state other than the home state, a
11 licensee must only apply for renewal, complete a background check, and pay renewal fees
12 as determined by the member state's state licensing authority.

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

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

16 A. The licensee's permanent residence.

17 B. A member state that is the licensee's primary state of practice.

18 C. A member state where the licensee has relocated pursuant to a permanent change of
19 station.

20 **SECTION 6. DISCIPLINE/ADVERSE ACTIONS**

21 A. Nothing in this Compact shall be deemed or construed to limit the authority of a
22 member state to investigate or impose disciplinary measures on licensees according to the
23 laws of the state.

24 B. Member states shall be authorized to receive, and shall provide, files and information
25 regarding the investigation and discipline, if any, of licensees in other member states upon
26 request. Any member state receiving such information or files shall protect and maintain the
27 security and confidentiality thereof in at least the same manner that it maintains its own
28 investigatory or disciplinary files and information. Prior to disclosing any disciplinary or
29 investigatory information received from another member state, the disclosing state shall
30 communicate its intention and purpose for such disclosure to the member state that ori-
31 ginally provided that information.

32 **SECTION 7. ESTABLISHMENT OF THE SCHOOL PSYCHOLOGIST INTERSTATE**
33 **LICENSURE COMPACT COMMISSION**

34 A. The member states hereby create and establish a joint government agency whose
35 membership consists of all member states that have enacted this Compact, and this agency
36 shall be known as the School Psychologist Interstate Licensure Compact Commission. The
37 commission is an instrumentality of the member states acting jointly and not an
38 instrumentality of any one state. The commission shall come into existence on or after the
39 effective date of this Compact as set forth in section 11 of this Compact.

40 **B. Membership, Voting, and Meetings**

41 1. Each member state shall have and be limited to one delegate selected by that member
42 state's state licensing authority.

43 2. The delegate shall be the primary administrative officer of the member state's state
44 licensing authority or their designee who is an employee of the member state's state licens-
45 ing authority.

1 **3. The commission shall by rule or bylaw establish a term of office for delegates and may**
2 **by rule or bylaw establish term limits.**

3 **4. The commission may recommend removal or suspension of any delegate from office.**

4 **5. A member state's state licensing authority shall fill any vacancy of its delegate oc-**
5 **curring on the commission within 60 days of the vacancy.**

6 **6. Each delegate shall be entitled to one vote on all matters before the commission re-**
7 **quiring a vote by commission delegates.**

8 **7. A delegate shall vote in person or by such other means as provided in the bylaws. The**
9 **bylaws may provide for delegates to meet by telecommunication, videoconference, or other**
10 **means of communication.**

11 **8. The commission shall meet at least once during each calendar year. Additional**
12 **meetings may be held as set forth in the bylaws. The commission may meet by telecommu-**
13 **nication, videoconference or other similar 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 state;**

19 **5. Maintain its financial records in accordance with the bylaws;**

20 **6. Meet and take such actions as are consistent with the provisions of this Compact, the**
21 **commission's rules, and the bylaws;**

22 **7. Initiate and conclude legal proceedings or actions in the name of the commission,**
23 **provided that the standing of any member state's state licensing authority to sue or be sued**
24 **under applicable law shall not be affected;**

25 **8. Maintain and certify records and information provided to a member state as the**
26 **authenticated business records of the commission, and designate an agent to do so on the**
27 **commission's behalf;**

28 **9. Purchase and maintain insurance and bonds;**

29 **10. Borrow, accept, or contract for services of personnel, including, but not limited to,**
30 **employees of a member state;**

31 **11. Conduct an annual financial review, hire employees, elect or appoint officers, fix**
32 **compensation, define duties, grant such individuals appropriate authority to carry out the**
33 **purposes of this Compact, and establish the commission's personnel policies and programs**
34 **relating to conflicts of interest, qualifications of personnel, and other related personnel**
35 **matters;**

36 **12. Assess and collect fees;**

37 **13. Accept any and all appropriate gifts, donations, grants of money, other sources of**
38 **revenue, equipment, supplies, materials, and services, and receive, utilize, and dispose of the**
39 **same, provided that at all times the commission shall avoid any appearance of impropriety**
40 **or conflict of interest;**

41 **14. Lease, purchase, retain, own, hold, improve, or use any property, real, personal, or**
42 **mixed, or any undivided interest therein;**

43 **15. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any**
44 **property real, personal, or mixed;**

45 **16. Establish a budget and make expenditures;**

- 1 **17. Borrow money;**
- 2 **18. Appoint committees, including standing committees, composed of members, state**
3 **regulators, state legislators or their representatives, and consumer representatives, and**
4 **such other interested persons as may be designated in this Compact and the bylaws;**
- 5 **19. Provide and receive information from, and cooperate with, law enforcement agencies;**
- 6 **20. Establish and elect an executive committee, including a chair, a vice chair, a secre-**
7 **tary, a treasurer and any other commissioners as may be determined by commission rule**
8 **or bylaw;**
- 9 **21. Determine whether a state’s adopted language is materially different from the model**
10 **compact language such that the state would not qualify for participation in this Compact;**
11 **and**
- 12 **22. Perform such other functions as may be necessary or appropriate to achieve the**
13 **purposes of this Compact.**
- 14 **D. The Executive Committee**
- 15 **1. The executive committee shall have the power to act on behalf of the commission ac-**
16 **ording to the terms of this Compact. The powers, duties, and responsibilities of the exec-**
17 **utive committee shall include:**
- 18 **a. Oversee the day-to-day activities of the administration of this Compact, including**
19 **enforcement and compliance with the provisions of this Compact, its rules and bylaws, and**
20 **other such duties as deemed necessary;**
- 21 **b. Recommend to the commission changes to the rules or bylaws, changes to this Com-**
22 **compact legislation, fees charged to member states, fees charged to licensees, and other fees;**
- 23 **c. Ensure administration services for this Compact are appropriately provided, including**
24 **by contract;**
- 25 **d. Prepare and recommend the budget;**
- 26 **e. Maintain financial records on behalf of the commission;**
- 27 **f. Monitor compliance of this Compact by member states and provide compliance reports**
28 **to the commission;**
- 29 **g. Establish additional committees as necessary;**
- 30 **h. Exercise the powers and duties of the commission during the interim between com-**
31 **mission meetings, except for adopting or amending rules, adopting or amending bylaws, and**
32 **exercising any other powers and duties expressly reserved to the commission by rule or by-**
33 **law; and**
- 34 **i. Other duties as provided in the rules or bylaws of the commission.**
- 35 **2. The executive committee shall be composed of up to seven members:**
- 36 **a. The chair and vice chair of the commission shall be voting members of the executive**
37 **committee; and**
- 38 **b. The commission shall elect five voting members from the current membership of the**
39 **commission.**
- 40 **3. The commission may remove any member of the executive committee as provided in**
41 **the commission’s bylaws.**
- 42 **4. The executive committee shall meet at least annually.**
- 43 **a. Executive committee meetings shall be open to the public, except that the executive**
44 **committee may meet in a closed, nonpublic meeting as provided in subsection F.2 of this**
45 **section.**

1 **b. The executive committee shall give 30 days' notice of its meetings, posted on its**
 2 **website and as determined to provide notice to persons with an interest in the business of**
 3 **the commission.**

4 **c. The executive committee may hold a special meeting in accordance with subsection**
 5 **F.1.b. of this section.**

6 **E. The commission shall adopt and provide to the member states an annual report.**

7 **F. Meetings of the commission**

8 **1. All meetings shall be open to the public, except that the commission may meet in a**
 9 **closed, nonpublic meeting as provided in subsection F.2 of this section.**

10 **a. Public notice for all meetings of the full commission shall be given in the same manner**
 11 **as required under the rulemaking provisions in section 9 of this Compact, except that the**
 12 **commission may hold a special meeting as provided in subsection F.1.b of this section.**

13 **b. The commission may hold a special meeting when the commission must meet to con-**
 14 **duct emergency business by giving 48 hours' notice to all commissioners, on the**
 15 **commission's website, and other means as provided in the commission's rules. The**
 16 **commission's legal counsel shall certify that the commission's need to meet qualifies as an**
 17 **emergency.**

18 **2. The commission or the executive committee or other committees of the commission**
 19 **may convene in a closed, nonpublic meeting for the commission or executive committee or**
 20 **other committees of the commission to receive legal advice or to discuss:**

21 **a. Noncompliance of a member state with its obligations under this Compact;**

22 **b. The employment, compensation, discipline or other matters, practices, or procedures**
 23 **related to specific employees;**

24 **c. Current or threatened discipline of a licensee by the commission or by a member**
 25 **state's state licensing authority;**

26 **d. Current, threatened, or reasonably anticipated litigation;**

27 **e. Negotiation of contracts for the purchase, lease, or sale of goods, services, or real**
 28 **estate;**

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

30 **g. Trade secrets or commercial or financial information that is privileged or confidential;**

31 **h. Information of a personal nature where disclosure would constitute a clearly unwar-**
 32 **ranted invasion of personal privacy;**

33 **i. Investigative records compiled for law enforcement purposes;**

34 **j. Information related to any investigative reports prepared by or on behalf of or for use**
 35 **of the commission or other committee charged with responsibility of investigation or deter-**
 36 **mination of compliance issues pursuant to this Compact;**

37 **k. Matters specifically exempted from disclosure by federal or member state law; or**

38 **l. Other matters as promulgated by the commission by rule.**

39 **3. If a meeting, or portion of a meeting, is closed, the presiding officer shall state that**
 40 **the meeting will be closed and reference each relevant exempting provision, and such refer-**
 41 **ence shall be recorded in the minutes.**

42 **4. The commission shall keep minutes that fully and clearly describe all matters dis-**
 43 **cussed in a meeting and shall provide a full and accurate summary of actions taken, and the**
 44 **reasons therefore, including a description of the views expressed. All documents considered**
 45 **in connection with an action shall be identified in such minutes. All minutes and documents**

1 of a closed meeting shall remain under seal, subject to release only by a majority vote of the
 2 commission or order of a court of competent jurisdiction.

3 **G. Financing of the commission**

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

6 2. The commission may accept any and all appropriate revenue sources as provided in
 7 subsection C.13 of this section.

8 3. The commission may levy on and collect an annual assessment from each member
 9 state and impose fees on licensees practicing in the member states under an equivalent li-
 10 cense to cover the cost of the operations and activities of the commission and its staff, which
 11 must be in a total amount sufficient to cover its annual budget as approved each year for
 12 which revenue is not provided by other sources. The aggregate annual assessment amount
 13 for member states shall be allocated based upon a formula that the commission shall
 14 promulgate by rule.

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

18 5. The commission shall keep accurate accounts of all receipts and disbursements. The
 19 receipts and disbursements of the commission shall be subject to the financial review and
 20 accounting procedures established under its bylaws. However, all receipts and disbursements
 21 of funds handled by the commission shall be subject to an annual financial review by a cer-
 22 tified or licensed public accountant, and the report of the financial review shall be included
 23 in and become part of the annual report of the commission.

24 **H. Qualified Immunity, Defense, and Indemnification**

25 1. The members, officers, executive director, employees and representatives of the com-
 26 mission shall be immune from suit and liability, both personally and in their official capacity,
 27 for any claim for damage to or loss of property or personal injury or other civil liability
 28 caused by or arising out of any actual or alleged act, error, or omission that occurred, or
 29 that the person against whom the claim is made had a reasonable basis for believing oc-
 30 curred, within the scope of commission employment, duties, or responsibilities, provided that
 31 nothing in this paragraph shall be construed to protect any such person from suit or liability
 32 for any damage, loss, injury, or liability caused by the intentional or willful or wanton mis-
 33 conduct of that person. The procurement of insurance of any type by the commission shall
 34 not in any way compromise or limit the immunity granted hereunder.

35 2. The commission shall defend any member, officer, executive director, employee, and
 36 representative of the commission in any civil action seeking to impose liability arising out
 37 of any actual or alleged act, error, or omission that occurred within the scope of commission
 38 employment, duties, or responsibilities, or as determined by the commission that the person
 39 against whom the claim is made had a reasonable basis for believing occurred within the
 40 scope of commission employment, duties, or responsibilities, provided that nothing in this
 41 paragraph shall be construed to prohibit that person from retaining their own counsel at
 42 their own expense and provided further that the actual or alleged act, error, or omission did
 43 not result from that person's intentional or willful or wanton misconduct.

44 3. The commission shall indemnify and hold harmless any member, officer, executive di-
 45 rector, employee, and representative of the commission for the amount of any settlement

1 or judgment obtained against that person arising out of any actual or alleged act, error, or
 2 omission that occurred within the scope of commission employment, duties, or responsibil-
 3 ities, or that such person had a reasonable basis for believing occurred within the scope of
 4 commission employment, duties, or responsibilities, provided that the actual or alleged act,
 5 error, or omission did not result from the intentional or willful or wanton misconduct of that
 6 person.

7 4. Nothing herein shall be construed as a limitation on the liability of any licensee for
 8 professional malpractice or misconduct, which shall be governed solely by any other appli-
 9 cable state laws.

10 5. Nothing in this Compact shall be interpreted to waive or otherwise abrogate a member
 11 state's state action immunity or state action affirmative defense with respect to antitrust
 12 claims under the Sherman Act, the Clayton Act, or any other state or federal antitrust or
 13 anticompetitive law or regulation.

14 6. Nothing in this Compact shall be construed to be a waiver of sovereign immunity by
 15 the member states or by the commission.

16 **SECTION 8. FACILITATING INFORMATION EXCHANGE**

17 A. The School Psychologist Interstate Licensure Compact Commission shall provide for
 18 facilitating the exchange of information to administer and implement the provisions of this
 19 Compact in accordance with the rules of the commission and consistent with generally ac-
 20 cepted data protection principles.

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

24 1. Identifying information;

25 2. Licensure data;

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

27 4. Nonconfidential information related to alternative program participation, the beginning
 28 and ending dates of such participation, and other information related to such participation
 29 not made confidential under member state law;

30 5. Any denial of application for licensure, and the reasons for such denial;

31 6. The presence of investigative information; and

32 7. Other information that may facilitate the administration of this Compact or the pro-
 33 tection of the public, as determined by the rules of the commission.

34 C. Nothing in this Compact shall be deemed or construed to alter, limit, or inhibit the
 35 power of a member state to control and maintain ownership of its licensee information or
 36 alter, limit, or inhibit the laws or regulations governing licensee information in the member
 37 state.

38 **SECTION 9. RULEMAKING**

39 A. The School Psychologist Interstate Licensure Compact Commission shall exercise its
 40 rulemaking powers pursuant to the criteria set forth in this Compact and the rules adopted
 41 thereunder. Rules and amendments shall become binding as of the date specified in each rule
 42 or amendment. Such rules shall be binding on the State of Oregon only to the extent they
 43 are adopted as rules by the state's state licensing authority.

44 B. The commission shall promulgate reasonable rules to achieve the intent and purpose
 45 of this Compact. In the event the commission exercises its rulemaking authority in a manner

1 that is beyond purpose and intent of this Compact, or the powers granted hereunder, then
 2 such an action by the commission shall be invalid and have no force and effect of law in the
 3 member states.

4 C. If a majority of the legislatures of the member states rejects a rule, by enactment of
 5 a statute or resolution in the same manner used to adopt this Compact within four years
 6 of the date of adoption of the rule, then such rule shall have no further force and effect in
 7 any member state.

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

10 E. Prior to promulgation and adoption of a final rule or rules by the commission, and at
 11 least 30 days in advance of the meeting at which the rule will be considered and voted upon,
 12 the commission shall file a notice of proposed rulemaking:

13 1. On the website of the commission or other publicly accessible platform; and

14 2. On the website of each member state's state licensing authority or other publicly ac-
 15 cessible platform or the publication in which each state would otherwise publish proposed
 16 rules.

17 F. Upon determination that an emergency exists, the commission may consider and adopt
 18 an emergency rule with 48 hours' notice, with opportunity to comment, provided that the
 19 usual rulemaking procedures shall be retroactively applied to the rule as soon as reasonably
 20 possible, in no event later than 90 days after the effective date of the rule. For the purposes
 21 of this provision, an emergency rule is one that must be adopted immediately in order to:

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

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

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

26 4. Protect public health and safety.

27 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT**

28 **A. Oversight**

29 1. The executive and judicial branches of the state government in each member state
 30 shall enforce this Compact and take all actions necessary and appropriate to implement this
 31 Compact.

32 2. Venue is proper and judicial proceedings by or against the School Psychologist Inter-
 33 state Licensure Compact Commission shall be brought solely and exclusively in a court of
 34 competent jurisdiction where the principal office of the commission is located. The commis-
 35 sion may waive venue and jurisdictional defenses to the extent the commission adopts or
 36 consents to participate in alternative dispute resolution proceedings. Nothing herein shall
 37 affect or limit the selection or propriety of venue in any action against a licensee for pro-
 38 fessional malpractice, misconduct or any such similar matter.

39 3. The commission shall be entitled to receive service of process in any proceeding re-
 40 garding the enforcement or interpretation of this Compact and shall have standing to inter-
 41 vene in such a proceeding for all purposes. Failure to provide the commission service of
 42 process shall render a judgment or order void as to the commission, this Compact, or
 43 promulgated rules.

44 **B. Default, Technical Assistance, and Termination**

45 1. If the commission determines that a member state has defaulted in the performance

1 of its obligations or responsibilities under this Compact or the promulgated rules, the com-
 2 mission shall provide written notice to the defaulting state. The notice of default shall de-
 3 scribe the default, the proposed means of curing the default, and any other action that the
 4 commission may take, and shall offer training and specific technical assistance regarding the
 5 default.

6 2. The commission shall provide a copy of the notice of default to the other member
 7 states.

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

13 D. Termination of membership in this Compact shall be imposed only after all other
 14 means of securing compliance have been exhausted. Notice of intent to suspend or terminate
 15 shall be given by the commission to the defaulting state's governor, the majority and mi-
 16 nority leaders of the defaulting state's legislature, the defaulting state's state licensing au-
 17 thority and each of the member states' state licensing authorities.

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

21 F. Upon the termination of a state's membership from this Compact, that state shall
 22 immediately provide notice to all licensees within that state of such termination. The ter-
 23 minated state shall continue to recognize all licenses granted pursuant to this Compact for
 24 a minimum of six months after the date of said notice of termination.

25 G. The commission shall not bear any costs related to a state that is found to be in de-
 26 fault or that has been terminated from this Compact, unless agreed upon in writing between
 27 the commission and the defaulting state.

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

32 I. Dispute Resolution

33 1. Upon request by a member state, the commission shall attempt to resolve disputes
 34 related to this Compact that arise among member states and between member and non-
 35 member states.

36 2. The commission shall promulgate a rule providing for both mediation and binding dis-
 37 pute resolution for disputes as appropriate.

38 J. Enforcement

39 1. By majority vote as provided by rule, the commission may initiate legal action against
 40 a member state in default in the United States District Court for the District of Columbia
 41 or the federal district where the commission has its principal offices to enforce compliance
 42 with the provisions of this Compact and its promulgated rules. The relief sought may include
 43 injunctive relief. In the event judicial enforcement is necessary, the prevailing party shall
 44 be awarded all costs of such litigation, including reasonable attorney fees. The remedies
 45 herein shall not be the exclusive remedies of the commission. The commission may pursue

1 any other remedies available under federal law or the defaulting member state’s law.

2 2. A member state may initiate legal action against the commission in the United States
 3 District Court for the District of Columbia or the federal district where the commission has
 4 its principal offices to enforce compliance with the provisions of this Compact and its
 5 promulgated rules. The relief sought may include both injunctive relief and damages. In the
 6 event judicial enforcement is necessary, the prevailing party shall be awarded all costs of
 7 such litigation, including reasonable attorney’s fees.

8 3. No person other than a member state shall enforce this Compact against the com-
 9 mission.

10 **SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT**

11 A. This Compact shall come into effect on the date on which this Compact statute is
 12 enacted into law in the seventh member state.

13 1. On or after the effective date of this Compact indicated above, the School Psychologist
 14 Interstate Licensure Compact Commission shall convene and review the enactment of each
 15 of the charter member states to determine if the statute enacted by each such charter
 16 member state is materially different than the model compact statute.

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

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

23 2. Member states enacting this Compact subsequent to the charter member states shall
 24 be subject to the process set forth in section 7.C.21 of this Compact to determine if their
 25 enactments are materially different from the model compact statute and whether they
 26 qualify for participation in this Compact.

27 3. All actions taken for the benefit of the commission or in furtherance of the purposes
 28 of the administration of this Compact prior to the effective date of this Compact or the
 29 commission coming into existence shall be considered to be actions of the commission unless
 30 specifically repudiated by the commission.

31 a. Any state that joins this Compact subsequent to the commission’s initial adoption of
 32 the rules and bylaws shall be subject to the rules and bylaws as they exist on the date on
 33 which this Compact becomes law in that state. Any rule that has been previously adopted
 34 by the commission shall have the full force and effect of law on the day this Compact be-
 35 comes law in that state.

36 b. Any member state may withdraw from this Compact by enacting a statute repealing
 37 the same.

38 B. A member state’s withdrawal shall not take effect until 180 days after enactment of
 39 the repealing statute.

40 C. Withdrawal shall not affect the continuing requirement of the withdrawing state’s
 41 state licensing authority to comply with the investigative and adverse action reporting re-
 42 quirements of this Compact prior to the effective date of withdrawal.

43 D. Upon the enactment of a statute withdrawing from this Compact, a state shall im-
 44 mediately provide notice of such withdrawal to all licensees within that state.
 45 Notwithstanding any subsequent statutory enactment to the contrary, such withdrawing

1 state shall continue to recognize all licenses granted pursuant to this Compact for a mini-
 2 mum of six months after the date of such notice of withdrawal.

3 1. Nothing contained in this Compact shall be construed to invalidate or prevent any
 4 licensure agreement or other cooperative arrangement between a member state and a non-
 5 member state that does not conflict with the provisions of this Compact.

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

9 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

10 A. This Compact and the rulemaking authority of the School Psychologist Interstate
 11 Licensure Compact Commission shall be liberally construed so as to effectuate the purposes
 12 and the implementation and administration of this Compact. Provisions of this Compact ex-
 13 pressly authorizing or requiring the promulgation of rules shall not be construed to limit the
 14 commission’s rulemaking authority solely for those purposes.

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

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

29 **SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS**

30 A. Nothing herein shall prevent or inhibit the enforcement of any other law of a member
 31 state that is not inconsistent with this Compact.

32 B. Any laws, statutes, regulations, or other legal requirements in a member state in
 33 conflict with this Compact are superseded to the extent of the conflict.

34 C. All permissible agreements between the School Psychologist Interstate Licensure
 35 Compact Commission and the member states are binding in accordance with their terms.

36 D. Notwithstanding any term to the contrary in this Compact:

37 1. No term of this Compact may be construed to require the State of Oregon to make
 38 any payment to the commission or to any other person, entity, or public body, whether
 39 domiciled in the State of Oregon or in any other state, territory, or foreign country, other
 40 than pursuant to the laws of the State of Oregon regarding the appropriation and expendi-
 41 ture of the funds of the State of Oregon; and

42 2. The State of Oregon’s payment of any amounts due under this Compact to the com-
 43 mission or to any other person, entity, or public body, whether domiciled in the State of
 44 Oregon or any other state, territory, or foreign country, is conditioned on and subject to the
 45 State of Oregon’s receiving appropriations, limitations, allotments or other expenditure au-

1 **thority to allow the State of Oregon, in the exercise of its reasonable administrative dis-**
2 **cretion, to make such payment.**

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