



2026 Inaugural Full Commission Meeting

January 22 & 23, 2026 | FULL COMMISSION MEETING PACKET

HOSTED BY THE



**National Center for
Interstate Compacts**
THE COUNCIL OF STATE GOVERNMENTS



Inaugural Meeting Agenda

Zoom link: <https://csg-org.zoom.us/j/86916715378?pwd=Wo4Fr7dSbguCCJRI8P5hjVM8ZrWryE.1>

Thursday, January 22, 2026:

- 10:00 am EST: Welcome and Introductions of Interim Staff (CSG) and NASP
- 10:20 am EST: Welcome and Call to Order
- 10:25 am EST: Roll Call
- 10:35 am EST: Overview of Agenda/Adoption*
- 10:45 am EST: Overview of Model Legislation
- 11:10 am EST: Discussion of Interim Legal Counsel and Interim Staff, Staff Hiring, and Commission Finances
- 12:00 pm EST: LUNCH
- 1:00 pm EST: Delegate Governance Structure Overview and Training
- 2:00 pm EST: Review and ex post adoption of Code of Conduct*
- 2:30 pm EST: 15-minute Break
- 2:45 pm EST: Discussion of Transition Plan and Identification of Additional Transition Issues/Adoption*
- 3:00 pm EST: Discussion of Nominations
- 3:15 pm EST: Questions from Delegates
- 4:00 pm EST: RECESS

Friday, January 23, 2026:

- 10:00 am EST: Welcome and Call to Order
- 10:05 am EST: Roll Call
- 10:10 am EST: Review of Day One of ICSP Inaugural Meeting
- 10:15 am EST: Legislative Update/Legislative Review/Legal opinion of Deviations
- 10:50 am EST: Review and Adoption of Rulemaking/Bylaws*
- 11:10 am EST: Discussion of Committee Structure and Function

11:15 am EST: Discussion of Executive Committee Roles
11:20 am EST: Nomination, Election, and Removal Process for Executive Committee Officers
11:30 am EST: Executive Officers Election*
12:00 pm EST: LUNCH
1:00 pm EST: Discussion of Compact Data System
1:30 pm EST: Meeting Summary and Next Steps
2:00 pm EST: Delegate Questions
2:15 pm EST: Public Comment
3:00 pm EST: ADJOURN

***Indicates agenda item requires a Commission vote**



The Interstate Compact for School Psychologists Model Language

This project was funded by the Department of War.

The following language must be enacted into law by a state to officially join the Interstate Compact for School Psychologists.

No substantive changes should be made to the model language. Any substantive changes may jeopardize the enacting state's participation in the Compact.

The Council of State Governments National Center for Interstate Compacts reviews state compact legislation to ensure consistency with the model language. Please direct inquiries to ICSP@csg.org.



INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS
DRAFT MODEL LANGUAGE

SECTION 1. PURPOSE

The purpose of this Compact is to facilitate the interstate practice of School Psychology in educational or school settings, and in so doing to improve the availability of School Psychological Services to the public. This Compact is intended to establish a pathway to allow School Psychologists to obtain equivalent licenses to provide School Psychological Services in any Member State. In this way, this Compact shall enable the Member States to ensure that safe and effective School Psychological Services are available and delivered by appropriately qualified professionals in their educational settings.

To facilitate the objectives described above, this Compact:

- A. Enables School Psychologists who qualify for receipt of an Equivalent License to practice in other Member States without first satisfying burdensome and duplicative requirements;
- B. Promotes the mobility of School Psychologists between and among the Member States in order to address workforce shortages and to ensure that safe and reliable School Psychological Services are available in each Member State;
- C. Enhances the public accessibility of School Psychological Services by increasing the availability of qualified, licensed School Psychologists through the establishment of an efficient and streamlined pathway for Licensees to practice in other Member States;
- D. Preserves and respects the authority of each Member State to protect the health and safety of its residents by ensuring that only qualified, licensed professionals are authorized to provide School Psychological Services within that State;
- E. Requires School Psychologists practicing within a Member State to comply with the Scope of Practice laws present in the State where the School Psychological Services are being provided;
- F. Promotes cooperation between the Member States in regulating the practice of School Psychology within those States; and
- G. Facilitates the relocation of military members and their spouses who are licensed to provide School Psychological Services.

SECTION 2. DEFINITIONS

- A. **“Active Military Member”** means any person with full-time duty status in the armed forces of the United States, including members of the National Guard and Reserve.
- B. **“Adverse Action”** means disciplinary action or encumbrance imposed on a License by a State Licensing Authority.
- C. **“Alternative Program”** means a non-disciplinary, prosecutorial diversion, monitoring, or practice remediation process entered into in lieu of an Adverse Action which is applicable to a School Psychologist and approved by the State Licensing Authority of a Member State in which the participating School Psychologist is licensed. This includes, but is not limited to, programs to which Licensees with substance abuse or addiction issues may be referred in lieu of an Adverse Action.
- D. **“Commissioner”** means the individual appointed by a Member State to serve as the representative to the Commission for that Member State.
- E. **“Compact”** means this School Psychologist Interstate Licensure Compact.
- F. **“Continuing Professional Education”** means a requirement, imposed by a Member State as a condition of License renewal to provide evidence of successful participation in professional educational activities relevant to the provision of School Psychological Services
- G. **“Criminal Background Check”** means the submission of fingerprints or other biometric- information for a License applicant for the purpose of obtaining that applicant’s criminal history record information, as defined in 28 C.F.R. § 20.3(d), and the State’s criminal history record repository as defined in 28 C.F.R. § 20.3(f).
- H. **“Doctoral Level Degree”** means a graduate degree program that consists of at least 90 graduate semester hours in the field of School Psychology including a supervised internship.
- I. **“Encumbered License”** means a License that a State Licensing Authority has limited in any way other than through an Alternative Program, including temporary or provisional licenses.
- J. **“Executive Committee”** means the Commission’s Chair, Vice Chair, Secretary and Treasurer and any other Commissioners as may be determined by Commission Rule or bylaw.
- K. **“Equivalent License”** means a license to practice School Psychology which a Member State has identified as a license which may be provided to School Psychologists from other Member States pursuant to this Compact.
- L. **“Home State”** means the Member State that issued the Home State License to the Licensee and is the Licensee’s primary state of practice.

- M. **“Home State License”** means the License that is not an Encumbered License issued by the Home State to provide School Psychological Services.
- N. **“License”** means a current license, certification, or other authorization granted by a Member State’s Licensing Authority that permits an individual to provide School Psychological Services.
- O. **“Licensee”** means an individual who holds a License from a Member State to provide School Psychological Services.
- P. **“Member State”** means a State that has enacted the Compact and been admitted to the Commission in accordance with the provisions herein and Commission Rules.
- Q. **“Model Compact”** means the model language for the School Psychologist Interstate Licensure Compact on file with the Council of State Governments or other entity as designated by the Commission.
- R. **“Practice of School Psychology”** means the delivery School Psychological Services.
- S. **“Qualifying National Exam”** means a national licensing examination endorsed by the National Association of School Psychologists and any other exam as approved by the Rules of the Commission.
- T. **“Qualifying School Psychologist Education Program”** means an education program which awards a Specialist-Level or Doctoral-Level degree or equivalent upon completion and is approved by the Rules of the Commission as meeting the necessary minimum educational standards to ensure that its graduates are ready, qualified, and able to engage in the Practice of School Psychology.
- U. **“Remote State”** means a Member State other than the Home State where a Licensee holds a License through the Compact
- V. **“Rule”** means a regulation promulgated by an entity, including but not limited to the Commission and the State Licensing Authority of each Member State, that has the force of law.
- W. **“School Psychological Services”** means academic, mental and behavioral health services including assessment, prevention, consultation and collaboration, intervention, and evaluation provided by a School Psychologist in a school, as outlined in applicable professional standards as determined by Commission Rule.
- X. **“School Psychologist”** means an individual who has met the requirements to obtain a Home State License that legally conveys the professional title of School Psychologist, or its equivalent as determined by the Rules of the Commission.

- Y. **“School Psychologist Interstate Licensure Compact Commission” or “Commission”** means the joint government agency established by this Compact whose membership consists of representatives from each Member State that has enacted the Compact, and as further described in Section 7.
- Z. **“Scope of Practice”** means the procedures, actions, and processes a School Psychologist licensed in a State is permitted to undertake in that State and the circumstances under which that Licensee is permitted to undertake those procedures, actions, and processes. Such procedures, actions, and processes, and the circumstances under which they may be undertaken, may be established through means including, but not limited to, statute, regulations, case law, and other processes available to the State Licensing Authority or other government agency.
- AA. **“Specialist-Level Degree”** means a degree program that requires at least 60 graduate semester hours or equivalent in the field of School Psychology including a supervised internship.
- BB. **“State”** means any state, commonwealth, district, or territory of the United States of America.
- CC. **“State Licensing Authority”** means a Member State’s regulatory body responsible for issuing Licenses or otherwise overseeing the Practice of School Psychology.
- DD. **“State Specific Requirement”** means a requirement for licensure covered in coursework or examination that includes content of unique interest to the State.
- EE. **“Unencumbered License”** means a License that authorizes a Licensee to engage in the full and unrestricted Practice of School Psychology.

SECTION 3. STATE PARTICIPATION IN THE COMPACT

- A. To be eligible to join this Compact, and to maintain eligibility as a Member State, a State must:
1. Enact a compact statute that is not materially different from the Model Compact as defined in the Commission’s Rules;
 2. Participate in the sharing of information with other Member States as reasonably necessary to accomplish the objectives of this Compact, and as further defined in Section 8;
 3. Identify and maintain with the Commission a list of Equivalent Licenses available to Licensees who hold a Home State License under this Compact;

4. Have a mechanism in place for receiving and investigating complaints about Licensees;
 5. Notify the Commission, in compliance with the terms of the Compact and the Commission's Rules, of any Adverse Action taken against a Licensee, or of the availability of investigative information which relates to a Licensee or applicant for licensure;
 6. Require that applicants for a Home State License have;
 - a. Taken and passed a Qualifying National Exam as defined by the Rules of the Commission;
 - b. Completed a minimum of 1200 hours of supervised internship, of which at least 600 must have been completed in a School, prior to being approved for licensure;
 - c. Graduated from a Qualifying School Psychologist Education Program;
 7. Comply with the terms of this Compact and the Rules of the Commission.
- B. Each Member State shall grant an Equivalent License to practice School Psychology in that state upon application by a Licensee who satisfies the criteria of Section 4.A. Each Member State shall grant renewal of the Equivalent License to a Licensee who satisfies the criteria of Section 4.B.
- C. Member States may set and collect a fee for granting an Equivalent License.

SECTION 4. SCHOOL PSYCHOLOGIST PARTICIPATION IN THE COMPACT

- A. To obtain and maintain an Equivalent License from a Remote State under this Compact, a Licensee must:
1. Hold and maintain an active Home State License;
 2. Satisfy any applicable State Specific Requirements established by the Member State after an Equivalent License is granted;
 3. Complete any administrative or application requirements which the Commission may establish by Rule, and pay any associated fees; and
 4. Complete any requirements for renewal in the Home State, including applicable Continuing Professional Education requirements.
 5. Upon their application to receive a license under this Compact, undergo a criminal background check in the Member State in which the Equivalent License is sought in accordance with the laws and regulations of such Member State.

- B. To renew an Equivalent License in a Member State other than the Home State, a Licensee must only apply for renewal, complete a background check, and pay renewal fees as determined by the Licensing Authority.

SECTION 5. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES

A Licensee who is an Active Military Member or is the spouse of an Active Military Member shall be deemed to hold a Home State License in any of the following locations:

- A. The Licensee's permanent residence;
- B. A Member State that is the Licensee's primary State of Practice
- C. A Member State where the Licensee has relocated pursuant to a Permanent Change of Station (PCS)

SECTION 6. DISCIPLINE/ADVERSE ACTIONS

- A. Nothing in this Compact shall be deemed or construed to limit the authority of a Member State to investigate or impose disciplinary measures on Licensees according to the State Practice Laws thereof.
- B. Member States shall be authorized to receive, and shall provide, files and information regarding the investigation and discipline, if any, of Licensees in other Member States upon request. Any Member State receiving such information or files shall protect and maintain the security and confidentiality thereof, in at least the same manner that it maintains its own investigatory or disciplinary files and information. Prior to disclosing any disciplinary or investigatory information received from another Member State, the disclosing state shall communicate its intention and purpose for such disclosure to the Member State which originally provided that information.

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

- A. The Member States hereby create and establish a joint government agency whose membership consists of all Member States that have enacted the Compact, and this agency shall be known as the School Psychologist Interstate Licensure Compact Commission. The Commission is an instrumentality of the Member States acting jointly and not an

instrumentality of any one state. The Commission shall come into existence on or after the effective date of the Compact as set forth in Section 11.

B. Membership, Voting, and Meetings

1. Each Member State shall have and be limited to one (1) delegate selected by that Member State's State Licensing Authority.
2. The delegate shall be the primary administrative officer of the Member State Licensing Authority or their designee who is an employee of the Member State Licensing Authority.
3. The Commission shall by Rule or bylaw establish a term of office for delegates and may by Rule or bylaw establish term limits.
4. The Commission may recommend removal or suspension of any delegate from office.
5. A Member State's Licensing Authority shall fill any vacancy of its delegate occurring on the Commission within 60 days of the vacancy.
6. Each delegate shall be entitled to one vote on all matters before the Commission requiring a vote by Commission delegates.
7. A delegate shall vote in person or by such other means as provided in the bylaws. The bylaws may provide for delegates to meet by telecommunication, videoconference, or other means of communication.
8. The Commission shall meet at least once during each calendar year. Additional meetings may be held as set forth in the bylaws. The Commission may meet by telecommunication, video conference or other similar electronic means.

C. The Commission shall have the following powers:

1. Establish the fiscal year of the Commission;
2. Establish code of conduct and conflict of interest policies;
3. Establish and amend Rules and bylaws;
4. Establish the procedure through which a Licensee may change their Home State;
5. Maintain its financial records in accordance with the bylaws;
6. Meet and take such actions as are consistent with the provisions of this Compact, the Commission's Rules, and the bylaws;
7. Initiate and conclude legal proceedings or actions in the name of the Commission, provided that the standing of any Member State Licensing Authority to sue or be sued under applicable law shall not be affected;
8. Maintain and certify records and information provided to a Member State as the authenticated business records of the Commission, and designate an agent to do so on the Commission's behalf;
9. Purchase and maintain insurance and bonds;
10. Borrow, accept, or contract for services of personnel, including, but not limited to, employees of a Member State;
11. Conduct an annual financial review;
12. Hire employees, elect or appoint officers, fix compensation, define duties, grant such individuals appropriate authority to carry out the purposes of the Compact, and establish the

Commission's personnel policies and programs relating to conflicts of interest, qualifications of personnel, and other related personnel matters;

13. Assess and collect fees;
14. Accept any and all appropriate gifts, donations, grants of money, other sources of revenue, equipment, supplies, materials, and services, and receive, utilize, and dispose of the same; provided that at all times the Commission shall avoid any appearance of impropriety and/or conflict of interest;
15. Lease, purchase, retain, own, hold, improve, or use any property, real, personal, or mixed, or any undivided interest therein;
16. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any property real, personal, or mixed;
17. Establish a budget and make expenditures;
18. Borrow money;
19. Appoint committees, including standing committees, composed of members, State regulators, State legislators or their representatives, and consumer representatives, and such other interested persons as may be designated in this Compact and the bylaws;
20. Provide and receive information from, and cooperate with, law enforcement agencies;
21. Establish and elect an Executive Committee, including a chair and a vice chair;
22. Determine whether a State's adopted language is materially different from the model compact language such that the State would not qualify for participation in the Compact; and
23. Perform such other functions as may be necessary or appropriate to achieve the purposes of this Compact.

D. The Executive Committee

1. The Executive Committee shall have the power to act on behalf of the Commission according to the terms of this Compact. The powers, duties, and responsibilities of the Executive Committee shall include:
 - a. Oversee the day-to-day activities of the administration of the compact including enforcement and compliance with the provisions of the compact, its Rules and bylaws, and other such duties as deemed necessary;
 - b. Recommend to the Commission changes to the Rules or bylaws, changes to this Compact legislation, fees charged to Member States, fees charged to Licensees, and other fees;
 - c. Ensure Compact administration services are appropriately provided, including by contract;
 - d. Prepare and recommend the budget;
 - e. Maintain financial records on behalf of the Commission;
 - f. Monitor Compact compliance of Member States and provide compliance reports to the Commission;

- g. Establish additional committees as necessary;
 - h. Exercise the powers and duties of the Commission during the interim between Commission meetings, except for adopting or amending Rules, adopting or amending bylaws, and exercising any other powers and duties expressly reserved to the Commission by Rule or bylaw; and
 - i. Other duties as provided in the Rules or bylaws of the Commission.
2. The Executive Committee shall be composed of up to 7 members:
 - a. The chair and vice chair of the Commission shall be voting members of the Executive Committee; and
 - b. The Commission shall elect 5 voting members from the current membership of the Commission.
 3. The Commission may remove any member of the Executive Committee as provided in the Commission's bylaws.
 4. The Executive Committee shall meet at least annually.
 - a. Executive Committee meetings shall be open to the public, except that the Executive Committee may meet in a closed, non-public meeting as provided in subsection F.2 below.
 - b. The Executive Committee shall give 30 days' notice of its meetings, posted on its website and as determined to provide notice to persons with an interest in the business of the Commission.
 - c. The Executive Committee may hold a special meeting in accordance with subsection F.1.b. below.
- E. The Commission shall adopt and provide to the Member States an annual report.
- F. Meetings of the Commission
1. All meetings shall be open to the public, except that the Commission may meet in a closed, non-public meeting as provided in subsection F.2 below.
 - a. Public notice for all meetings of the full Commission of meetings shall be given in the same manner as required under the Rulemaking provisions in Section 9, except that the Commission may hold a special meeting as provided in subsection F.1.b below.
 - b. The Commission may hold a special meeting when it must meet to conduct emergency business by giving 48 hours' notice to all commissioners, on the Commission's website, and other means as provided in the Commission's rules. The Commission's legal counsel shall certify that the Commission's need to meet qualifies as an emergency.
 2. The Commission or the Executive Committee or other committees of the Commission may convene in a closed, non-public meeting for the Commission or Executive Committee or other committees of the Commission to receive legal advice or to discuss:
 - a. Non-compliance of a Member State with its obligations under the Compact;
 - b. The employment, compensation, discipline or other matters, practices or procedures related to specific employees;

- c. Current or threatened discipline of a Licensee by the Commission or by a Member State's Licensing Authority;
 - d. Current, threatened, or reasonably anticipated litigation;
 - e. Negotiation of contracts for the purchase, lease, or sale of goods, services, or real estate;
 - f. Accusing any person of a crime or formally censuring any person;
 - g. Trade secrets or commercial or financial information that is privileged or confidential;
 - h. Information of a personal nature where disclosure would constitute a clearly unwarranted invasion of personal privacy;
 - i. Investigative records compiled for law enforcement purposes;
 - j. Information related to any investigative reports prepared by or on behalf of or for use of the Commission or other committee charged with responsibility of investigation or determination of compliance issues pursuant to the Compact;
 - k. Matters specifically exempted from disclosure by federal or Member State law; or
 - l. Other matters as promulgated by the Commission by Rule.
3. If a meeting, or portion of a meeting, is closed, the presiding officer shall state that the meeting will be closed and reference each relevant exempting provision, and such reference shall be recorded in the minutes.
 4. The Commission shall keep minutes that fully and clearly describe all matters discussed in a meeting and shall provide a full and accurate summary of actions taken, and the reasons therefore, including a description of the views expressed. All documents considered in connection with an action shall be identified in such minutes. All minutes and documents of a closed meeting shall remain under seal, subject to release only by a majority vote of the Commission or order of a court of competent jurisdiction.

G. Financing of the Commission

1. The Commission shall pay, or provide for the payment of, the reasonable expenses of its establishment, organization, and ongoing activities.
2. The Commission may accept any and all appropriate revenue sources as provided in Section 7.C(14).
3. The Commission may levy on and collect an annual assessment from each Member State and impose fees on Licensees practicing in the Member States under an Equivalent License to cover the cost of the operations and activities of the Commission and its staff, which must be in a total amount sufficient to cover its annual budget as approved each year for which revenue is not provided by other sources. The aggregate annual assessment amount for Member States shall be allocated based upon a formula that the Commission shall promulgate by Rule.
4. The Commission shall not incur obligations of any kind prior to securing the funds adequate to meet the same; nor shall the Commission pledge the credit of any of the Member States, except by and with the authority of the Member State.
5. The Commission shall keep accurate accounts of all receipts and disbursements. The

receipts and disbursements of the Commission shall be subject to the financial review and accounting procedures established under its bylaws. However, all receipts and disbursements of funds handled by the Commission shall be subject to an annual financial review by a certified or licensed public accountant, and the report of the financial review shall be included in and become part of the annual report of the Commission.

H. Qualified Immunity, Defense, and Indemnification

1. The members, officers, executive director, employees and representatives of the Commission shall be immune from suit and liability, both personally and in their official capacity, for any claim for damage to or loss of property or personal injury or other civil liability caused by or arising out of any actual or alleged act, error, or omission that occurred, or that the person against whom the claim is made had a reasonable basis for believing occurred within the scope of Commission employment, duties or responsibilities; provided that nothing in this paragraph shall be construed to protect any such person from suit or liability for any damage, loss, injury, or liability caused by the intentional or willful or wanton misconduct of that person. The procurement of insurance of any type by the Commission shall not in any way compromise or limit the immunity granted hereunder.
2. The Commission shall defend any member, officer, executive director, employee, and representative of the Commission in any civil action seeking to impose liability arising out of any actual or alleged act, error, or omission that occurred within the scope of Commission employment, duties, or responsibilities, or as determined by the commission that the person against whom the claim is made had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided that nothing herein shall be construed to prohibit that person from retaining their own counsel at their own expense; and provided further, that the actual or alleged act, error, or omission did not result from that person's intentional or willful or wanton misconduct.
3. The Commission shall indemnify and hold harmless any member, officer, executive director, employee, and representative of the Commission for the amount of any settlement or judgment obtained against that person arising out of any actual or alleged act, error, or omission that occurred within the scope of Commission employment, duties, or responsibilities, or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities, provided that the actual or alleged act, error, or omission did not result from the intentional or willful or wanton misconduct of that person.
4. Nothing herein shall be construed as a limitation on the liability of any licensee for professional malpractice or misconduct, which shall be governed solely by any other applicable state laws.
5. Nothing in this Compact shall be interpreted to waive or otherwise abrogate a Member State's state action immunity or state action affirmative defense with respect to antitrust claims under the Sherman Act, Clayton Act, or any other state or federal antitrust or anticompetitive law or regulation.
6. Nothing in this Compact shall be construed to be a waiver of sovereign immunity by the

Member States or by the Commission.

SECTION 8. FACILITATING INFORMATION EXCHANGE

- A. The Commission shall provide for facilitating the exchange of information to administer and implement the provisions of this compact in accordance with the Rules of the Commission, consistent with generally accepted data protection principles.
- B. Notwithstanding any other provision of State law to the contrary, a Member State shall agree to provide for the facilitation of the following Licensee information as required by the Rules of the Commission, including:
 - 1. Identifying information;
 - 2. Licensure data;
 - 3. Adverse Actions against a License and information related thereto;
 - 4. Non-confidential information related to Alternative Program participation, the beginning and ending dates of such participation, and other information related to such participation not made confidential under Member State law;
 - 5. Any denial of application for licensure, and the reason(s) for such denial;
 - 6. The presence of investigative information; and
 - 7. Other information that may facilitate the administration of this Compact or the protection of the public, as determined by the Rules of the Commission.
- C. Nothing in this compact shall be deemed or construed to alter, limit, or inhibit the power of a Member State to control and maintain ownership of its Licensee information or alter, limit, or inhibit the laws or regulations governing Licensee information in the Member State.

SECTION 9. RULEMAKING

- A. The Commission shall exercise its Rulemaking powers pursuant to the criteria set forth in this interstate compact and the Rules adopted thereunder. Rules and amendments shall become binding as of the date specified in each Rule or amendment.
- B. The Commission shall promulgate reasonable Rules to achieve the intent and purpose of this interstate compact. In the event the Commission exercises its Rulemaking authority in a manner that is beyond purpose and intent of this interstate compact, or the powers granted hereunder, then such an action by the Commission shall be invalid and have no force and effect of law in the Member States.
- C. If a majority of the legislatures of the Member States rejects a Rule, by enactment of a statute or resolution in the same manner used to adopt the compact within four (4) years of the date of adoption of the Rule, then such Rule shall have no further force and effect in any Member State.
- D. Rules or amendments to the Rules shall be adopted or ratified at a regular or special

meeting of the Commission in accordance with Commission Rules and Bylaws.

- E. Prior to promulgation and adoption of a final Rule or Rules by the Commission, and at least thirty (30) days in advance of the meeting at which the Rule will be considered and voted upon, the Commission shall file a notice of proposed rulemaking:
 - 1. On the website of the Commission or other publicly accessible platform; and
 - 2. On the website of each Member State Licensing Authority or other publicly accessible platform or the publication in which each State would otherwise publish proposed Rules.
- F. Upon determination that an emergency exists, the Commission may consider and adopt an emergency Rule with 48 hours' notice, with opportunity to comment, provided that the usual Rulemaking procedures shall be retroactively applied to the Rule as soon as reasonably possible, in no event later than ninety (90) days after the effective date of the Rule. For the purposes of this provision, an emergency Rule is one that must be adopted immediately in order to:
 - 1. Meet an imminent threat to public health, safety, or welfare.
 - 2. Prevent a loss of Commission or Member State funds.
 - 3. Meet a deadline for the promulgation of an administrative Rule that is established by federal law or Rule; or
 - 4. Protect public healthy and safety.

SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

A. Oversight

- 1. The executive and judicial branches of the State government in each Member State shall enforce this Compact and take all actions necessary and appropriate to implement the Compact.
- 2. Venue is proper and judicial proceedings by or against the Commission shall be brought solely and exclusively in a court of competent jurisdiction where the principal office of the Commission is located. The Commission may waive venue and jurisdictional defenses to the extent it adopts or consents to participate in alternative dispute resolution proceedings. Nothing herein shall affect or limit the selection or propriety of venue in any action against a licensee for professional malpractice, misconduct or any such similar matter.
- 3. The Commission shall be entitled to receive service of process in any proceeding regarding the enforcement or interpretation of the Compact and shall have standing to intervene in such a proceeding for all purposes. Failure to provide the Commission service of process shall render a judgment or order void as to the Commission, this Compact, or promulgated Rules.

B. Default, Technical Assistance, and Termination

- 1. If the Commission determines that a Member State has defaulted in the performance of its obligations or responsibilities under this Compact or the promulgated Rules, the Commission shall provide written notice to the defaulting State. The notice of default

shall describe the default, the proposed means of curing the default, and any other action that the Commission may take, and shall offer training and specific technical assistance regarding the default.

2. The Commission shall provide a copy of the notice of default to the other Member States.
- C. If a State in default fails to cure the default, the defaulting State may be terminated from the Compact upon an affirmative vote of a supermajority of the delegates of the Member States, and all rights, privileges and benefits conferred on that state by this Compact may be terminated on the effective date of termination. A cure of the default does not relieve the offending State of obligations or liabilities incurred during the period of default.
 - D. Termination of membership in the Compact shall be imposed only after all other means of securing compliance have been exhausted. Notice of intent to suspend or terminate shall be given by the Commission to the governor, the majority and minority leaders of the defaulting State's legislature, the defaulting State's Licensing Authority and each of the Member States' Licensing Authorities.
 - E. A State that has been terminated is responsible for all assessments, obligations, and liabilities incurred through the effective date of termination, including obligations that extend beyond the effective date of termination.
 - F. Upon the termination of a State's membership from this Compact, that State shall immediately provide notice to all Licensees within that State of such termination. The terminated State shall continue to recognize all Licenses granted pursuant to this Compact for a minimum of six (6) months after the date of said notice of termination.
 - G. The Commission shall not bear any costs related to a State that is found to be in default or that has been terminated from the Compact, unless agreed upon in writing between the Commission and the defaulting State.
 - H. The defaulting State may appeal the action of the Commission by petitioning the U.S. District Court for the District of Columbia or the federal district where the Commission has its principal offices. The prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees.
 - I. Dispute Resolution
 1. Upon request by a Member State, the Commission shall attempt to resolve disputes related to the Compact that arise among Member States and between Member and non-Member States.
 2. The Commission shall promulgate a Rule providing for both mediation and binding dispute resolution for disputes as appropriate.
 - J. Enforcement
 1. By majority vote as provided by Rule, the Commission may initiate legal action against a Member State in default in the United States District Court for the District of Columbia or the federal district where the Commission has its principal offices to enforce compliance with the provisions of the Compact and its promulgated Rules. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees. The remedies herein shall not be the exclusive remedies of the

Commission. The Commission may pursue any other remedies available under federal or the defaulting Member State's law.

2. A Member State may initiate legal action against the Commission in the U.S. District Court for the District of Columbia or the federal district where the Commission has its principal offices to enforce compliance with the provisions of the Compact and its promulgated Rules. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees.
3. No person other than a Member State shall enforce this compact against the Commission.

SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

- A. The Compact shall come into effect on the date on which the Compact statute is enacted into law in the seventh Member State.
 1. On or after the effective date of the Compact indicated above, the Commission shall convene and review the enactment of each of the Charter Member States to determine if the statute enacted by each such Charter Member State is materially different than the model Compact statute.
 - a. A Charter Member State whose enactment is found to be materially different from the model Compact statute shall be entitled to the default process set forth in Section 10.
 - b. If any Member State is later found to be in default, or is terminated or withdraws from the Compact, the Commission shall remain in existence and the Compact shall remain in effect even if the number of Member States should be less than seven.
 2. Member States enacting the Compact subsequent to the Charter Member States shall be subject to the process set forth in Section 7(C)(22) to determine if their enactments are materially different from the model Compact statute and whether they qualify for participation in the Compact.
 3. All actions taken for the benefit of the Commission or in furtherance of the purposes of the administration of the Compact prior to the effective date of the Compact or the Commission coming into existence shall be considered to be actions of the Commission unless specifically repudiated by the Commission.
 - a. Any State that joins the Compact subsequent to the Commission's initial adoption of the Rules and bylaws shall be subject to the Rules and bylaws as they exist on the date on which the Compact becomes law in that State. Any Rule that has been previously adopted by the Commission shall have the full force and effect of law on the day the Compact becomes law in that State.
 - b. Any Member State may withdraw from this Compact by enacting a statute repealing the same.
- B. A Member State's withdrawal shall not take effect until 180 days after enactment of the repealing statute.

- C. Withdrawal shall not affect the continuing requirement of the withdrawing State's Licensing Authority to comply with the investigative and Adverse Action reporting requirements of this Compact prior to the effective date of withdrawal.
- D. Upon the enactment of a statute withdrawing from this compact, a State shall immediately provide notice of such withdrawal to all Licensees within that State. Notwithstanding any subsequent statutory enactment to the contrary, such withdrawing State shall continue to recognize all licenses granted pursuant to this compact for a minimum of six (6) months after the date of such notice of withdrawal.
 - 1. Nothing contained in this Compact shall be construed to invalidate or prevent any licensure agreement or other cooperative arrangement between a Member State and a non-Member State that does not conflict with the provisions of this Compact.
 - 2. This Compact may be amended by the Member States. No amendment to this Compact shall become effective and binding upon any Member State until it is enacted into the laws of all Member States.

SECTION 12. CONSTRUCTION AND SEVERABILITY

- A. This Compact and the Commission's rulemaking authority shall be liberally construed so as to effectuate the purposes, and the implementation and administration of the Compact. Provisions of the Compact expressly authorizing or requiring the promulgation of Rules shall not be construed to limit the Commission's rulemaking authority solely for those purposes.
- B. The provisions of this Compact shall be severable and if any phrase, clause, sentence or provision of this Compact is held by a court of competent jurisdiction to be contrary to the constitution of any Member State, a State seeking participation in the Compact, or of the United States, or the applicability thereof to any government, agency, person or circumstance is held to be unconstitutional by a court of competent jurisdiction, the validity of the remainder of this Compact and the applicability thereof to any other government, agency, person or circumstance shall not be affected thereby.
- C. Notwithstanding subsection B of this Section, the Commission may deny a State's participation in the Compact or, in accordance with the requirements of Section 10.B, terminate a Member State's participation in the Compact, if it determines that a constitutional requirement of a Member State is a material departure from the Compact. Otherwise, if this Compact shall be held to be contrary to the constitution of any Member State, the Compact shall remain in full force and effect as to the remaining Member States and in full force and effect as to the Member State affected as to all severable matters.

SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

- A. Nothing herein shall prevent or inhibit the enforcement of any other law of a Member State

that is not inconsistent with the Compact.

- B. Any laws, statutes, regulations, or other legal requirements in a Member State in conflict with the Compact are superseded to the extent of the conflict.
- C. All permissible agreements between the Commission and the Member States are binding in accordance with their terms

Interstate Compact for School Psychologists Commission Administrative Policy Code of Conduct

I. Introduction

As a joint government entity created by the enactment of Interstate Compact for School Psychologists (Compact) by the member states, the Interstate Compact for School Psychologists Commission (Commission) affords great deference to its member states in selecting ICSP Commission Delegates (Delegates) to represent them. The diverse personal, educational, and professional backgrounds of Delegates are one of the Commission's greatest assets. However, this diversity means that some Delegates may have personal pecuniary interests which are affected by the outcomes of management and other decisions which must be made concerning the administration of the Compact Commission at times. This policy was implemented to ensure transparency, accountability, and integrity in the Commission's decision-making process.

II. Code of Conduct

Delegates and their Temporary Representatives appointed by the states are responsible for upholding the integrity of the Commission and its member states. No Delegate or Temporary Representative shall engage in criminal or unethical conduct prejudicial to the Commission, any other Delegate, or any other state.

No Delegate or Temporary Representative shall vote or participate in debate upon a matter in which they have a direct or indirect financial or other personal interest resulting in a personal benefit that conflicts with the fair and impartial conduct of official duties. The Executive Committee shall have the sole authority to consider allegations of breaches of this code, including appeals from Delegates alleged to be in violation herewith. In the case of a breach, the Executive Committee may direct the Chair to notify the appropriate appointing authority in the Delegate's home state.

III. Definition

A Conflict of Interest is a set of circumstances that creates a risk that professional judgement or actions regarding a primary interest will be unduly influenced by a secondary personal interest economic or otherwise.

IV. Disclosure of Conflicts of Interest

1. All Delegates and Temporary Representatives are required to complete a Code of Conduct form. The form constitutes an agreement by each Delegate and Temporary Representative to disclose personal interests that may impact the ability of a Delegate or Temporary Representative to conduct business in a "fair and impartial" manner and that the Delegate or Temporary Representative will recuse from debating or voting on such a matter in fulfilling the duties of an ICSP Delegate or Temporary Representative.

2. Completed Code of Conduct forms must be submitted to the Executive Director by January 31 of each year, regardless of whether there have been any changes in status from the previous year. If a Delegate or Temporary Representative is appointed after January 31, a completed Code of Conduct form must be submitted prior to participation in a Commission meeting. For the first year of implementation of this policy, all Delegates and Temporary Representatives must complete the form prior to the January 22 & 23 2026 Inaugural Meeting.
3. Completed Code of Conduct forms are public documents which may be disclosed by the Commission upon request.

V. Delegate and Temporary Representative Recusal

Prior to the discussion of an issue in which a Delegate or Temporary Representative believes a conflict of interest may exist, the Delegate or Temporary Representative must announce to the Committee or Commission meeting that they are recusing themselves from participating in the caucus and voting. Once recused, the Delegate or Temporary Representative will not be able to participate in the debate or the vote concerning the matter which led to the recusal.

VI. Concerns over Financial Disclosure and Conflict of Interest

Concerns over conflicts of interest should be brought to the attention of the Chair of the Commission for consideration by the Executive Committee. The Executive Committee will determine if any of the provisions of the Commission's Policy on Conflicts of Interest have been violated and decide the appropriate action, if any.

VII. Notification of Home State Appointing Authority

If any of the following conditions are met, the Commission may notify the appropriate appointing authority in the home state of the Delegate or Temporary Representative regarding its concern about the ability of the Delegate or Temporary Representative to perform his/her duties in a fair and impartial manner.

1. The Delegate or Temporary Representative has a substantial financial conflict of interest in the outcome of the matter, such as the awarding of a contract for services or employment;
2. The Delegate or Temporary Representative has a substantial positional conflict of interest in the outcome of the matter, such as a leadership position for another organization whose purpose is contrary to that of the Commission;
3. The Delegate or Temporary Representative has been found in violation of criminal or civil state or federal statute or regulation;
4. The Executive Committee determines that a Delegate or Temporary Representative is not performing their duties consistent with this policy.

Code of Conduct Form

Delegates or Temporary Representatives appointed by the states are responsible for upholding the integrity of the Commission and its member states. No Delegate or Temporary Representatives shall engage in criminal or unethical conduct prejudicial to the Commission, any other Delegate, or any other state. No Delegate or Temporary Representative shall have a direct or indirect financial interest that conflicts with the fair and impartial conduct of official duties. The Executive Committee, in consultation with Legal Counsel to the Commission, shall have the sole authority to consider allegations of breaches of this code, including appeals from Delegates alleged to be in violation herewith. In the case of a breach, the Executive Committee may direct the Chair to notify the appropriate appointing authority in the Delegate or Temporary Representative’s home state.

I, _____,
(print name)

_____ for the State of _____
(title—delegate or temporary representative)

hereby swear or affirm that I have read and understand the ICSP Commission Code of Conduct and will comply with said policy in all matters pertaining to my duties and obligations as a Delegate, Temporary Representative, or Officer of the Commission, including my obligation to recuse myself from consideration, debate or voting on any matter that conflicts with the fair and impartial conduct of my official duties.

(Signature)

Dated this ___ day of _____, 20__.

Proposed Transition Plan: Interstate Compact for School Psychologists (ICSP) Operations

The following will be completed during the inaugural ICSP Compact Commission Meeting:

Internal Procedure and Policies:

- Review and adopt code of conduct forms
- Discuss and adopt by-laws
- Adopt Rule on Rulemaking
- Discuss of committees' structure and function
- Election of Counseling Compact Executive Committee
- Discuss date of first Executive Committee meeting
- Appoint interim chair

Introductions and Commission Personnel:

- Introduce State Commissioners
- Governance and legislative review
- Discuss Counseling Compact Commission finances
- Discuss interim legal counsel
- Discuss interim chair
- Discuss Request for Proposal (RFP) for secretariat services and timeline
- Role of CSG for ICSP Commission
- Role of CSG under the current contract in support of the joint initiatives of the National Association of School Psychologists (NASP) and the Department of War (DoW)
 - State level technical assistance
 - State legislative technical assistance
 - Interim direction
 - Legal services
 - Continued outreach on status of state enactments of the ICSP
 - Continued maintenance of ICSP website
 - Temporary secretariat services

Subsequent meetings of the ICSP Commission will consider the following items for action:

- Discuss additional rules, bylaw amendments and policies
- Develop Memorandum of Understanding (MOU) for financial support
- Finalize and circulate RFPs for executive director and secretariat
- Develop and approve budget, including but not limited to the following items: staff salaries, benefits, travel, meetings, postage, secretariat services, legal services, and insurance
- Select secretariat for ICSP Commission
- Discuss ICSP Commission data system

2026 ICSP Legislative Update

2024 ICSP Legislative Enactments

- | | | |
|------------------|------------|-------------------------------|
| 1. West Virginia | HB 4951 | March 26 th , 2024 |
| 2. Colorado | HB 24-1096 | April 29 th , 2024 |

2025 ICSP Legislative Enactments

- | State | Bill Number | Date Enacted |
|--------------|--------------------|----------------------------------|
| 3. Kansas | HB 2069 | April 8 th , 2025 |
| 4. Nebraska | LB 84 | April 14 th , 2025 |
| 5. Alabama | SB 61 | April 22 nd , 2025 |
| 6. Georgia | HB 81 | April 28 th , 2025 |
| 7. Delaware | SB 107 | September 2 nd , 2025 |
-

ICSP Section 7-C-21

C. The Commission shall have the following powers:

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

ICSP Section 11-A-1

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

1. On or after the effective date of the Compact indicated above, the Commission shall convene and review the enactment of each of the Charter Member States to determine if the statute enacted by each such Charter Member State is materially different than the model Compact statute.
 - a. A Charter Member State whose enactment is found to be materially different from the model Compact statute shall be entitled to the default process set forth in Section 11.
 - b. If any Member State is later found to be in default, or is terminated, or withdraws from the Compact, the Compact Commission shall remain in existence and the Compact shall remain in effect even if the number of Member States should be less than seven.

Interstate Compact for School Psychologists (ICSP) Commission

Title of Rule: Rule on Rulemaking

Reason for Rule: To further outline and clarify the rule promulgation process of the ICSP Commission.

Chapter 1: Rulemaking

Authority: Section 11: Effective Date, Withdrawal, and Amendment

Section 7: Establishment of the School Psychologist Interstate Licensure Compact Commission

Section 9: Rulemaking

1.0 Purpose: Pursuant to Section 9, the Interstate Compact for School Psychologists Commission shall promulgate reasonable and lawful uniform rules to facilitate and coordinate implementation and administration of the Interstate Compact for School Psychologists. This rule will become effective upon passage by the Interstate Compact for School Psychologists Commission as provided in Section 9 of the Interstate Compact for School Psychologists

1.1 Definition(s):

(a) **“Commission”** means: the Interstate Compact for School Psychologists Commission, which is the national administrative body whose membership consists of all states that have enacted the Compact.

(b) **“Compact”** means: Interstate Compact for School Psychologists (ICSP).

(c) **“Delegate”** means: the appointed delegate from each state as described in Section 7 of the Compact and further rules promulgated by the Commission pursuant to the criteria set forth in Section 9.

(d) **“Member state”** means a state, the District of Columbia, or United States territory that has enacted this Compact legislation and which has not withdrawn pursuant to Section 11 or has not been discharged pursuant to Section 10 due to non-compliance with the provisions of Section 3.

33 (d) **“Rule”** means: a regulation, principle or directive promulgated by the
34 Commission pursuant to the criteria set forth in Section 9 that has the
35 force and effect of statutory law in a Member State and includes the
36 amendment, repeal, or suspension of an existing rule.

37 (e) **“Rules Committee”** means: a committee that is established as a
38 standing committee to develop reasonable and lawful uniform rules for
39 consideration by the Commission and subsequent implementation by the
40 states and to review existing rules and recommend necessary changes to
41 the Commission for consideration.

42 (f) **“Scope of Practice”** means: the procedures, actions, and processes a
43 School Psychologist licensed in a state is permitted to undertake in that
44 state and the circumstances under which the School Psychologist is
45 permitted to undertake those procedures, actions and processes. Such
46 procedures, actions and processes and the circumstances under which
47 they may be undertaken may be established through official means,
48 including, but not limited to, statute, rules and regulations, case law, and
49 other processes available to the State Regulatory Authority or other
50 government agency.

51
52 (g) **“State”** means: any state, commonwealth, territory, or possession of
53 the United States, the District of Columbia.

54 **1.2 Proposed rules or amendments:** rules shall be adopted by majority vote of the Member
55 States of the Commission pursuant to the criteria set forth in Section 9 and in the following
56 manner:

57 (a) New rules and amendments to existing rules proposed pursuant to Section 7 and
58 Section 9 and the Commission Bylaws shall be submitted to the Commission office for
59 referral to the Rules Committee as follows:

60 (1) Any Delegate may submit a proposed rule or rule amendment for referral to
61 the Rules Committee during the next scheduled Commission meeting. or

62 (2) Standing Committees of the Commission may propose rules or rule
63 amendments by majority vote of that Committee.

64 (3) The Commission or an authorized committee of the Commission may direct
65 revisions to a previously adopted rule or amendment for purposes of correcting
66 typographical errors, errors in format, errors in consistency, or grammatical
67 errors. Public notice of any revisions shall be posted on the website of the
68 Commission. The revision shall be subject to challenge by any person for a period
69 of thirty (30) days after posting. The revision may be challenged only on grounds
70 that the revision results in a material change to a rule. A challenge shall be made
71 in writing and delivered to the Chair of the Commission prior to the end of the
72 notice period. If no challenge is made, the revision will take effect without

73 further action. If the revision is challenged, the revision may not take effect
74 without the approval of the Commission.
75

76 **1.3 The Rules Committee:** shall prepare a draft of all proposed rules and provide the draft to
77 the Executive Committee to provide to all Delegates for review and comments. Based on the
78 comments made by the Delegates the Rules Committee shall prepare a final draft of the
79 proposed rule(s) or amendments for consideration by the Commission not later than thirty (30)
80 days prior to the next Commission meeting.

81 **1.4 Prior to promulgation and adoption of a final rule:** In accordance with Section 9 of the
82 Compact, the Commission shall publish the text of the proposed rule or amendment prepared
83 by the Rules Committee not later than thirty (30) days prior to the meeting at which the vote is
84 scheduled, on the official web site of the Commission and on the website of each member state
85 licensing board or other publicly accessible platform or the publication in which each state
86 would otherwise publish proposed rules. All written comments received by the Rules
87 Committee on proposed rules shall be made available to the public upon request. In addition to
88 the text of the proposed rule or amendment, the reason for the proposed rule shall be
89 provided.

90 **1.5 The Notice of Proposed Rulemaking shall include:**

- 91 (a) The proposed time, date and location of the meeting in which the rule shall be
92 considered and voted upon,
- 93 (b) The text of the proposed rule or amendment and the reason for the proposed rule.
- 94 (c) A request for comments on the proposed rule from any interested person; and
- 95 (d) The manner in which interested persons may submit notice to the Commission of
96 their intention to attend the public meeting and any written comments.
97

98 **1.6 Public Hearings:** The Commission shall grant an opportunity for a public hearing before it
99 adopts a rule or amendment if a hearing is requested by:

- 100 1. At least twenty-five (25) persons;
- 101 2. A state or federal governmental subdivision or agency; or
- 102 3. An association having at least twenty-five (25) members.

103 If no written notice of intent to attend the public hearing by interested parties is received, the
104 Commission may proceed with promulgation of the proposed rule without a public hearing.

105 If a hearing is held on the proposed rule or amendment, the Commission shall publish the place,
106 time, and date of the scheduled public hearing. If the hearing is held via electronic means, the
107 Commission shall publish the mechanism for access to the electronic hearing.

- 108 1. All persons wishing to be heard at the hearing shall notify the executive director of the
109 Commission or other designated member in writing of their desire to appear and testify
110 at the hearing not less than five (5) business days before the scheduled date of the
111 hearing.
112 2. Hearings shall be conducted in a manner providing each person who wishes to comment
113 a fair and reasonable opportunity to comment orally or in writing.
114 3. All hearings shall be recorded. A copy of the recording shall be made available on
115 request.
116 4. Nothing in this section shall be construed as requiring a separate hearing on each rule.
117 Rules may be grouped for the convenience of the Commission at hearings required by
118 this section.

119 Following the scheduled hearing date, or by the close of business on the scheduled hearing
120 date if the hearing was not held, the Commission shall consider all written and oral comments
121 received.

122 **1.7 Final adoption of rule:** The Commission shall, by majority vote of all Member States, take
123 final action on the proposed rule and shall determine the effective date of the rule, if any,
124 based on the rulemaking record and the full text of the rule.

- 125 1. If a majority of the legislatures of the Member States rejects a rule, by enactment of a
126 statute or resolution in the same manner used to adopt the Compact within 4 years of
127 the date of adoption of the rule, the rule shall have no further force and effect in any
128 member state.
129 2. Rules or amendments to the rules shall be adopted at a regular or special meeting of the
130 Commission.

131 **1.8 Status of Rules upon adoption of Compact additional member states and applicability:**

132 Any state that joins the Compact subsequent to the Commission's initial adoption of the rules
133 shall be subject to the rules as they exist on the date on which the Compact becomes law in
134 that state. Any rule that has been previously adopted by the Commission shall have the full
135 force and effect of law on the day the Compact becomes law in that state.

136

137 No Member State's rulemaking requirements shall apply under this compact.

138

139 The Rules of the Commission shall have the force of law in each Member State, provided
140 however that where the Rules of the Commission conflict with the laws of the Member State
141 that establish the Member State's Scope of Practice as held by a court of competent
142 jurisdiction, the Rules of the Commission shall be ineffective in that State to the extent of the
143 conflict.

144

145 **1.9 Emergency Rulemaking:** Upon determination that an emergency exists, the Commission
146 may consider and adopt an emergency rule without prior notice, opportunity for comment, or
147 hearing, provided that the usual rulemaking procedures provided in the Compact and in this
148 section shall be retroactively applied to the rule as soon as reasonably possible, in no event
149 later than ninety (90) days after the effective date of the rule. For the purposes of this
150 provision, an emergency rule is one that must be adopted immediately in order to:

- 151 1. Meet an imminent threat to public health, safety, or welfare,
- 152 2. Prevent a loss of Commission or member state funds; or
- 153 3. Meet a deadline for the promulgation of an administrative rule that is established by
154 federal law or rule.

155 **2.0 Non-substantive Rule Revisions:** The Commission or an authorized committee of the
156 Commission may direct revisions to a previously adopted Rule or amendment for purposes
157 of correcting typographical errors, errors in format, errors in consistency, or grammatical
158 errors. Public notice of any revisions shall be posted on the website of the Commission. The
159 revision shall be subject to challenge by any person for a period of thirty (30) days after
160 posting. The revision may be challenged only on grounds that the revision results in a
161 material change to a Rule. A challenge shall be made in writing and delivered to the
162 Commission prior to the end of the notice period. If no challenge is made, the revision will
163 take effect without further action. If the revision is challenged, the revision may not take
164 effect without the approval of the Commission.

166 The Commission shall exercise its rulemaking powers pursuant to the criteria set forth in
167 Section 9 of the Compact and the rules adopted thereunder. Rules and amendments shall
168 become binding as of the date specified in each rule or amendment.

ICSP Commission Bylaws

Article I: Commission Purpose, Function and Bylaws

- Section 1. Purpose
- Section 2. Functions
- Section 3. Bylaws

Article II: Membership

Article III: Executive Committee

- Section 1. Composition
- Section 2. Election and Succession
- Section 3. Duties
- Section 4. Removal of Executive Committee Members
- Section 5. Vacancies

Article IV: Commission Personnel

- Section 1. Duties of the Executive Director

Article V: Meetings of the Commission

- Section 1. Meetings and Notice.
- Section 2. Quorum
- Section 3. Voting
- Section 4. Procedure
- Section 5. Public Participation in Meetings

Article VI: Committees

Article VII: Finance

- Section 1. Fiscal Year
- Section 2. Budget
- Section 3. Accounting and Audit
- Section 4. Costs and Expense Reimbursement

Article VIII: Adoption and Amendment of Bylaws

Article IX: Qualified Immunity, Defense and Indemnification

Article X: Withdrawal and Termination

Article XI: Dissolution of the Commission

Article I: Commission Purpose, Function and Bylaws

Section 1. Purpose

Pursuant to the terms of the Interstate Compact for School Psychologists, (the “Compact”), Interstate Compact for School Psychologists Compact Commission (the “Commission”) is established as a joint public interstate agency of the member states to fulfill the Compact objectives through a means of joint cooperative action among the Member States. This is accomplished by developing a comprehensive process that facilitates the exchange of information in the areas of licensure and investigative authority of Member State Licensing Authorities and providing for a streamlined pathway to licensure for school psychologists by all member states, under the terms of the Compact.

Section 2. Functions

In pursuit of the fundamental objectives set forth in the Compact, the Commission shall, as necessary or required, exercise all of the powers and fulfill all of the duties delegated to it by its Member States. The Commission’s activities shall include, but are not limited to, all powers and duties as outlined in Section 7 of the Compact and as otherwise provided by the Compact, or as determined by the Commission to be warranted by, and consistent with, the objectives and provisions of the Compact. The provisions of the Compact shall be reasonably and liberally construed to accomplish the purposes of the Compact.

Section 3. Bylaws

As required by the Compact, these Bylaws shall govern the management and operations of the Commission. As adopted and subsequently amended, these Bylaws shall remain subject to the terms of the Compact.

Article II: Membership

The Commission membership shall be comprised as provided by the Compact. Each member state shall have and be limited to one delegate selected by that Member States’ Licensing Board. The delegates shall be the primary administrative officer of the Member State Licensing Board or their designee who is an employee of the administrator of the Member State Licensing Board. Each member state shall forward the name of its delegate to the executive director of

the Commission or designee by executing the nomination form which affirms that they are the appropriate appointing authority.

A delegate may designate a person to serve in place of the delegate as the delegate's temporary representative with respect to Commission business, including attending Commission meetings and voting. A delegate must notify the Chair of the Commission or designee of the identity of the temporary representative and the scope and duration of the representation, prior to the inaugural meeting and before each meeting wherein the temporary representative will be serving on behalf of the delegate. The temporary representative's service must be limited in scope and the Commission may determine the number of meetings at which the delegate may have an excused absence during their term.

The Chair of the Commission shall promptly advise the member state of the need to appoint a new delegate whenever a vacancy occurs. Any delegate may be removed or suspended from office as provided by the law of the state from which the delegate is appointed. The member state shall fill any vacancy occurring on the Commission with a successor delegate within no longer than 90 days.

Article III: Executive Committee

Section 1. Composition

The Commission shall establish an Executive Committee, which shall be empowered to act on behalf of the Commission between Commission meetings, except for rulemaking or amendment of the Compact. The Commission shall determine the procedures, duties and budget of the Executive Committee. The power of the Executive Committee to act on behalf of the Commission shall be subject to the Bylaws, Rules, and provisions of the Compact.

The Executive Committee shall consist of seven (7) voting members who are elected by the Commission from the current membership of the Commission. Of the seven (7) voting members elected to the Executive Committee, four (4) members shall be designated as Chair, Vice Chair, Secretary and Treasurer of the Commission and the remaining three (3) Members shall be members-at-large chosen from the current membership of the Commission and elected by the Commission. Officers and Members of the Executive Committee shall serve a term of two years or until a successor is elected.

The Commission may determine whether the temporary representative may vote on behalf of a delegate elected by the Commission to serve on the Executive Committee and the number of meetings at which the delegate may have an excused absence during their term.

Section 2. Duties and Qualifications

The Commission's officers shall perform all duties of their respective offices as the Compact and these Bylaws provide. Their duties shall include, but are not limited to, the following:

- A. Chair: The Chair, with the assistance of the Executive Director of the Compact, shall call and preside at Commission and Executive Committee meetings; prepare agendas for the meetings; act on Commission's behalf between Commission meetings.
- B. Vice Chair: The Vice Chair, with the assistance of the Executive Director of the Compact, shall perform the duties of the Chair in their absence or at the Chair's direction. In the event of a vacancy in the Chair's office, the Vice Chair shall serve until the Commission elects a new Chair.
- C. Treasurer: The Treasurer, with the assistance of the Executive Director of the Compact, shall monitor the Commission's fiscal policies and procedures and serve as chair of the Finance Committee.
- D. Secretary: The Secretary, with the assistance of the Executive Director of the Compact, shall keep minutes of all Commission meetings and shall act as the custodian of all documents and records pertaining to the status of the Compact and business of the Commission. The Commission may allow for the Executive Director, if hired, to serve as Secretary of the Commission provided that the Executive Director will not be a member of the Commission.

The Executive Committee shall:

- A. Recommend to the entire Commission changes to the rules or bylaws, changes to this Compact legislation, fees paid by Compact member states such as annual dues, and any commission Compact fee charged to licensees for the compact privilege;
- B. Ensure Compact administration services are appropriately provided, contractual or otherwise;
- C. Prepare and recommend the budget in consultation with the Treasurer;
- D. Maintain financial records on behalf of the Commission;
- E. Monitor Compact compliance of member states and provide compliance reports to the Commission;
- F. Establish additional committees as necessary; and
- G. Perform other duties as provided in rules or bylaws and administer the affairs of the Commission in a manner consistent with the Bylaws and purpose of the Commission.

Section 3. Removal of Executive Committee Members

Any Executive Committee member may be removed from office for good cause by a two-third (2/3rd) majority vote of the Commission.

Section 4. Vacancies and Elections

Upon the resignation, removal, or death of a member of the Executive Committee, such vacancy shall be announced to the Commission by the Chair or designee.

An Elections Committee shall send a call for nominations 30 days prior to the election, shall announce a slate of candidates to the Commission 20 days prior to the election, shall announce voting by electronic ballot 10 days prior to the election and shall verify and report the results of the election to the Commission.

Any election resulting in a tie vote will be decided by runoff election between the Delegates with the highest votes. No Commissioner shall be nominated or eligible to serve on the Executive Committee if from a member state in default of its obligations under the Compact.

Article IV: Commission Personnel

Section 1. Duties of the Executive Director

The Commission, through its Executive Committee, may contract for an Executive Director of the Compact. As the Commission's principal administrator, the Executive Director shall also perform such other duties as may be delegated by the Commission or required by the Compact and the Bylaws, including, but not limited to, the following:

- A. Serve at its discretion and act as Secretary to the Commission, but shall not be a Member of the Commission;
- B. Hire and supervise such other staff as may be authorized by the Commission;
- C. Establish and manage the Commission's office or offices as determined by the Commission;
- D. Recommend general policies and program initiatives for the Commission's consideration;
- E. Recommend for the Commission's consideration administrative personnel policies governing the recruitment, hiring, management, compensation and dismissal of Commission staff;
- F. Implement and monitor administration of all policies, programs, and initiatives adopted by the Commission;
- G. Prepare draft annual budgets, in consultation with the Treasurer, for the Commission's consideration;
- H. Monitor the Commission's financial performance for compliance with approved budgets and policies, and maintain accurate records of the Commission's financial account(s);
- I. Execute contracts on behalf of the Commission as directed;
- J. Receive service of process on behalf of the Commission;
- K. Prepare and disseminate all required reports and notices directed by the Commission;
- L. Assist the members of the Executive Committee in the performance of its duties;
- M. Speak on behalf and represent the Commission;
- N. In collaboration with legal counsel, ensure the legal integrity of the Commission; and
- O. Report about policy, regulatory, political, legal or other developments of relevance to the Commission's operation.

Article V: Meetings of the Full Commission

Section 1. Meetings and Notice

The Commission shall meet at least once a year at a time and place as determined by the Commission.

Additional meetings shall be held as determined by the Executive Committee. Members may participate in meetings in person or by electronic means as is necessary. Special meetings of the full Commission may be scheduled at the discretion of the Chair or shall be called upon the request of a majority of Delegates.

All Delegates shall be given notice of Commission meetings at least thirty (30) days prior to the scheduled date. Agendas shall be provided to all Delegates no later than seven (7) days prior to any meeting of the full Commission. If an amendment to an agenda is made after an agenda has been noticed, but forty-eight (48) hours prior to a regular meeting, or twenty-four (24) hours prior to a special meeting, then the agenda is amended upon the posting of the amended agenda.

The full Commission or any Committee of the Commission may vote to accept an agenda as amended. All Commission meetings shall be open to the public, except as set forth in Commission Rules or as otherwise provided by the Compact. Prior public notice of full Commission meetings shall be as follows: publication of notice of each meeting of the full Commission will be posted at least thirty (30) days prior to the meeting on the Commission website or another website designated by the Commission and distribution by e-mail to interested parties who have requested in writing to receive such meeting notices. A meeting may be closed to the public if the Commission determines by a majority vote of the Delegates that there exists at least one of the conditions for closing a meeting, as provided by the Compact or authorized Rules or as certified by legal counsel to the Commission.

Section 2. Quorum

A simple majority of Delegates shall constitute a quorum for the transaction of business, except as otherwise required in these Bylaws. The presence of a quorum must be established before any vote of the Commission can be taken.

Section 3. Voting

Each Member State represented at any meeting of the Commission by its Member is entitled to one vote. A Member or an Alternate Delegate shall vote for themselves and shall not delegate his or her vote to another Member. Members may participate in meetings by telephone or other means of telecommunication or electronic communication. Except as otherwise required

by the Compact or these Bylaws, any question submitted to a vote of the Commission shall be determined by a simple majority.

Section 4. Procedure

The rules contained in the then current edition of Robert's Rules of Order Newly Revised shall govern the parliamentary procedures of the commission and its committees in all cases not provided for in these Bylaws or in any policies and procedures or any special rules of order which are duly adopted by the Commission.

Section 5. Public Participation in Meetings

Upon prior written request to the Commission any person who desires to present a statement on a matter on the agenda shall be afforded an opportunity to present an oral statement at an open meeting. The Chair may, depending on the circumstances, allow any person who desires an opportunity to present a statement on a matter that is on the agenda even in the absence of a prior written request to the Commission. The Chair may limit the time and manner of public statements at any open meeting.

Article VI: Committees

The Commission may establish such committees as it deems necessary to carry out its objectives, which may include, but not be limited to Finance, Rules, Compliance, Training, Communications and Outreach, and Leadership Nomination. The composition, procedures, duties, budget and tenure of such committees shall be determined by the Commission. The Commission may dissolve any committee it determines is no longer needed.

After review of the bios of the eligible, interested candidates, the Executive Committee shall appoint the chair of each committee and establish the composition of each committee, except that the Treasurer shall serve as the chair of the Finance Committee and the Chair of the Commission shall chair the Executive Committee. The chairperson, vice-chairperson, and executive director of the commission shall be considered ex-officio members of each established committee. Members of any committee shall serve a two-year term as long as they remain eligible to serve. The Executive Committee may establish or appoint Committees and determine duties of Committees on behalf of the Commission and in accordance with the Compact and Bylaws. The Commission may dissolve any committee it determines is no longer needed.

All Committees shall give seven (7) days' notice of its meetings, posted on its website and as otherwise determined by the Commission to provide notice to persons interested in the business of the Commission.

Article VII: Finance

Section 1. Fiscal Year

The Commission's fiscal year shall be determined by the executive committee in consultation the finance committee. If necessary, membership assessments, in an amount to be determined by the commission, shall be paid on a date to be determined by the commission.

Section 2. Budget

The Commission shall operate on an annual budget cycle and shall, in any given year, adopt budgets for the following fiscal year or years as provided by the Compact and determined by the Commission.

Section 3. Accounting and Audit

The Commission, with the assistance of the Executive Director and secretariat, shall keep accurate and timely accounts of its internal receipts and disbursements of the Commission funds. The receipts and disbursements of Commission funds are to be audited annually by an independent certified or licensed accountant. The independent audit report shall be made available to the public.

Section 4. Cost and Expense Reimbursement

Subject to the availability of budgeted funds and unless otherwise provided by the Commission, Delegates shall be reimbursed for any actual and necessary expenses incurred pursuant to their attendance at all duly convened meetings of the Commission or its committees as provided by the Compact.

Article VIII: Adoption and Amendment of Bylaws

Any Bylaw may be adopted, amended or repealed by a simple majority vote of the Delegates, provided that written notice and the full text of the proposed action is provided to all Delegates at least thirty (30) days prior to the meeting at which the action is to be considered. Failing the required notice, a two-third (2/3rd) majority vote of the Delegates shall be required for such action.

Article IX: Qualified Immunity, Defense, and Indemnification

Section 1. Immunity

The Commission, its Delegates, officers, Executive Director, employees, and representatives shall be immune from suit and liability, either personally or in their official capacity, for any claim for

damage to or loss of property or personal injury or other civil liability caused or arising out of or relating to any actual or alleged act, error, or omission that occurred, or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided, that any such person shall not be protected from suit or liability, or both, for any damage, loss, injury, or liability caused by the intentional or willful and wanton misconduct of any such person.

Section 2. Defense

Subject to the provisions of the Compact and Rules promulgated thereunder, the Commission shall defend the Delegate of a Member State, his or her representatives or employees, or the Commission, and its representatives or employees in any civil action seeking to impose liability against such person arising out of or relating to any actual or alleged act, error or omission that occurred within the scope of Commission employment, duties, or responsibilities or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties or responsibilities; provided, that the actual or alleged act, error, or omission did not result from gross negligence or intentional wrongdoing on the part of such person.

Section 3. Indemnification

The Commission shall indemnify and hold the Delegate of a Member State, his or her representatives or employees, or the Commission, and its representatives or employees, harmless in the amount of any settlement or judgement obtained against such person arising out of or relating to any actual or alleged act, error, or omission that occurred within the scope of Commission employment, duties, or responsibilities that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided, that the actual or alleged act, error, or omission did not result from gross negligence or intentional wrongdoing on the part if such person. The Commission shall not bear any costs related to a State that is found to be in default or that has been terminated from the Compact, unless agreed upon in writing between the Commission and the defaulting State

Article X: Withdrawal and Termination

Member States may withdraw from the Compact only as provided by the Compact. The Commission may terminate a Member State only as provided by the Compact.

Article XI: Dissolution of the Commission

The Compact shall dissolve effective upon the date of the withdrawal or the termination by default of a member state, which reduces membership in the Compact to one member state.

Upon dissolution, the Compact becomes null and void and shall be of no further force or effect, and the business and affairs of the Commission shall be concluded in an orderly manner and according to applicable laws.

DRAFT

Elections Information

POSITIONS AND DUTIES

The Commission will elect two officers, five members-at-large to serve on the Executive Committee from among the current delegates to the Commission. All seven of those elected will be members of the Executive Committee.

Below are descriptions of the duties of the Executive Committee and its officers as written in Compact bylaws. The Commission's officers shall perform all duties of their respective offices as the Compact and these Bylaws provide. Their duties shall include, but are not limited to, the following:

- A. Chair:** The Chair shall call and preside at Commission and Executive Committee meetings; prepare agendas for the meetings; act on Commission's behalf between Commission meetings.
- B. Vice Chair:** The Vice Chair shall perform the duties of the Chair in their absence or at the Chair's direction. In the event of a vacancy in the Chair's office, the Vice Chair shall serve until the Commission elects a new Chair.
- C. Members-at-large (5 positions open):** fulfill duties of the Executive Committee as outlined below.

The powers, duties, and responsibilities of the Executive Committee shall include:

- a. Oversee the day-to-day activities of the administration of the compact including enforcement and compliance with the provisions of the compact, its Rules and bylaws, and other such duties as deemed necessary;
- b. Recommend to the Commission changes to the Rules or bylaws, changes to this Compact legislation, fees charged to Member States, fees charged to Licensees, and other fees;
- c. Ensure Compact administration services are appropriately provided, including by contract;
- d. Prepare and recommend the budget;
- e. Maintain financial records on behalf of the Commission;
- f. Monitor Compact compliance of Member States and provide compliance reports to the Commission;
- g. Establish additional committees as necessary;
- h. Exercise the powers and duties of the Commission during the interim between Commission meetings, except for adopting or amending Rules, adopting or amending bylaws, and exercising any other powers and duties expressly reserved to the Commission by Rule or bylaw; and
- i. Other duties as provided in the Rules or bylaws of the Commission.

Overview of Commission Finances and Management

Compact	Annual Budget	Secretariat	Funding Sources
Psychology	\$ 59,018.00 4	FSPPB	MOU with FSPPB
PT	\$ 60,733.00 1	FSPTB	Line of credit with FSPTB
Counseling	\$ 67,500.00 3	CAMS	Funding from ACA, NBCC
OT	\$ 50,808.28 4	ASMI	Funding from AOTA, NBCOT
Speech Pathology/Audiology	\$ 87,000.00 2	NCSB	Funding from ASHA, AAA
EMS	approx. \$150,000	NREMT	Grant from NREMT
Teaching	approx. \$120,000	TBD	Fees from licensees, funding from grant for NASTDEC

ICSP Executive Director

RFP Job Description

<u>Job Title</u>	<u>Group</u>	<u>Date Posted</u>
Director, ICSP Commission	ICSP Commission	
<u>Accountable to:</u> INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS COMMISSION/Chair/Executive Committee		<u>Authority</u> INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS Bylaws Article III
<u>Job Summary:</u> Serves as the lead staff executive for the INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS COMMISSION, a joint government agency of member states. Directs the day-to-day operations of the organization, including but not limited to projects, relationships and staff. Works in concert with the Commission leadership, and its Executive Board to fulfil the intent and purpose of the INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS COMMISSION (ICSP).		
<u>Tasks</u>	<u>Principle Responsibilities</u>	<u>Frequen cy</u>
1	Manages the day-to day operations of the INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS COMMISSION. Provides support to the Commission Chair, Delegates, Committee Chairs and Executive Committee in the execution of its responsibilities, under the Compact Bylaws. Works in consultation with Commission Chair to develop meeting agendas, materials, minutes, and reports. Provides executive level staff support and ensures effective planning, promotion, and execution of commission meetings.	20%
2	Conducts outreach and public relations related to the ICSP. Effectively manages external stakeholder relationships while representing the Commission. Serves as the ICSP training officer; provides training to member state boards of School Psychologists. Facilitates the orientation of new Commissioners. Develops and maintains a repository of informational, educational, and training materials regarding the ICSP. Provides external presentations and education and technical assistance for legislative enactments, as needed.	20%

3	Participates in the development and implementation of the ICSP strategic plan and objectives. Collaborates with the Executive Board in setting the overall strategic direction.	10%
4	In conjunction with the Commission and its committees, oversees and monitors regulatory compliance of member states with statute, bylaws, and rules.	15%
5	Responsible for supervising the staff and independent contractors of the Commission. Develops and submits to the Commission for consideration the administrative personnel policies governing the recruitment, hiring, management, compensation, and dismissal of Commission staff.	15%
6	In conjunction with the Treasurer and Executive Committee, responsible for managing the annual operating budget and reserves, and monitoring the Commissions financial performance. Maintains records of the Commission. May serve as Secretary to the Commission; coordinates Executive Committee elections.	20%

Job Specifications

(Education, Certification, Special Knowledge and Skills)

Bachelor's degree required, Master's or JD preferred. Background in business, management, healthcare administration or related field. Five or more years of member-based association management/governance and committee management experience preferred.

Knowledge of occupational licensure, administrative law and operations management preferred.

Excellent oral and written communication, presentation, technical, organizational, customer service, problem solving, analytical and critical thinking, and problem-solving skills are required.

Ability to work independently to resolve member issues and collectively to establish a positive working rapport with members and stakeholders. Facilitates effective meetings with stakeholders. Domestic travel will be required.

Ability to build, maintain, communicate, and manage professional relationships with members, stakeholders, and public and governmental agencies, with an emphasis on political awareness, public perceptions, and ICSP initiatives and details.

Interstate Compact for School Psychologists Commission Support Draft Request for Proposal (RFP) for Secretariat

Proposal Title and Purpose:

ICSP Commission Support

The purpose of this Request for Proposal (RFP) is to solicit a secretariat who will help commence, implement, and sustain the work of the Interstate Compact for School Psychologists (ICSP) Commission.

Background/Entity Descriptions:

The National Association of School Psychologists (NASP) has been working with The Council of State Governments (CSG) to develop the Interstate Compact for School Psychologists. NASP and CSG have worked closely with state boards and associations to introduce compact legislation.

The bill stipulates a minimum of 7 states must approve the legislation before the ICSP can be assembled and begin its operations. Two states approved the bill in 2024 and in the 2025 state legislative session, an additional five states approved the legislation.

Now that the minimum state requirement has been met, the ICSP Commission is being formed with one state regulatory representative being appointed from each jurisdiction who has passed the legislation. The ICSP Commission, a joint governmental agency composed of an elected representative from each state that passed compact legislation, will hold its inaugural meeting January 22 and 23, 2026.

The secretariat awarded this contract will be responsible for working with the ICSP Commission, the commission's executive committee, and its executive director to develop all necessary commission infrastructure, secure a national licensure data system which includes licensure information and disciplinary actions, and implement management of all activities.

Proposal Request Schedule:

The ICSP Commission seeks proposals from a secretariat to provide administrative and management services to help implement the Commission's responsibilities and strategic initiatives and handle day-to-day operations.

Deadline for proposal submission is xx/xx/xxxx

Terms of Contract:

The ICSP Commission desires to enter into an agreement with the successful awardee for a period of three (3) years, with the option to renew in one-year increments for an additional three (3) years. The anticipated commencement date is to be determined.

Project Goals:

Work with the ICSP Commission, its Executive Committee and other Committees, and its Executive Director to:

Provide all necessary management infrastructure including appropriate staffing, technology, and resources as needed

Convene meetings with ICSP Compact Commission as needed

Prepare an annual budget

Apply for grants

Establish national policies and procedures

Secure a national licensure data system (including disciplinary actions)

Work with each state board of school psychologists or state agency on the interface and implementation of the database

Develop all initial reporting templates

Develop all initial routine communication templates

Prepare all initial public facing communications

Process all practitioner requests for a compact license

Respond to all state boards of school psychologists administrators requests to confirm disciplinary action information

Prepare data and reports, as needed

Nothing herein shall inappropriately delegate Commission responsibilities to the secretariat. The Commission shall approve all actions taken by the secretariat as determined by the Commission.

Scope of Work:

The scope of all expectations for assistance with the work outlined in this RFP must be completed as follows:

Dates are subject to change at the Compact Commission's discretion

Budget:

The ICSP Compact Commission's budget for calendar year xxxx will be approximately xxxxxx. These monies will cover development and operational expenses with the understanding funding for the disciplinary action database is yet to be determined and will be provided separately.

Risks

Describe the mission and philosophy that distinguishes the company from competitors.

List the company's complete scope of services.

Describe the size of your company in employees and revenue.

B. Clients & References

Provide a list of the company's current clients in order of annual billings, length of time with the company, and the services provided.

Identify clients the company gained and lost during the last 12 months, describing why the company was selected or the relationship was severed.

List any current or past clients that are affiliated with AND the school psychologists profession.

Provide a minimum of three client references, ideally with prior experience of similar scope and magnitude to the services requested within this RFP. Include name, organization, phone number, email address, a brief description of the work completed on behalf of each client, and samples.

C. Relevant Experience & Strategic Approach

11. Provide a summary of the company's qualifications, experience, and competitive advantages in providing the services outlined in this RFP.

D. Project Management

Describe the company's approach to client relationships.

Provide detailed implementation plan for a contract awarded as a result of this RFP.

E. Staff & Partners

Provide a breakdown of the company's employees by function and location.

Provide a list of individuals who would service the ICSP

Commission's project if awarded, including staff responsibilities, locations, and brief bios.

F. Financial Proposal

Please bid your services for the administration and management services in one comprehensive amount with detailed costs for major components (such as the national licensure data system).

Describe the company's policy with regard to methods of compensation

Evaluation Metrics and Criteria:

Once the secretariat has been selected, the following evaluation criteria will be used to assess the secretariat's performance:

Is the secretariat responding to requests/needs of the ICSP Commission and its Executive Director in a timely manner?

Has the secretariat provided appropriate assistance to the ICSP Commission and its Executive Director to complete national policy and procedural documents?

Has the ICSP Compact disciplinary action database been secured by the secretariat?

Have the implementation timelines established in the contact been adhered to by the secretariat?

Is the secretariat proactive in working with the ICSP Commission and its Executive Director in addition to problem solving solutions to challenges?

In conjunction with the ICSP Commission and its Executive Director, what kind of marketing initiatives has the secretariat implemented to further educate and work with other state boards of school psychologists who may be interested in the compact legislative initiative?

Contact Information:

All questions and requests for clarification should be directed to the Chair of the Interstate Compact for School Psychologists Commission, (Name of Chair)

Email: xxxx@xxxx

Phone: xxx-xxx-xxxx