



THE SCHOOL DISTRICT OF LEE COUNTY

Private Instructional Personnel (PIP) Request **Parent Information and Forms (Packet 2)**

It is the desire of The School District of Lee County to work collaboratively with families and community providers to meet the unique needs of all students, specifically our students with disabilities in accordance with Florida Statute 1003.572.

All private instructional personnel desiring to observe, collaborate and/or provide services in The School District of Lee County for students with Individualized Education Plans must complete an application and submit for approval. All families and individuals desiring to complete an application for private instructional personnel to observe, provide services and collaborate with The School District of Lee County staff and students with Individualized Education Plans must complete a new application annually or if changes occur with private personnel or schools. Each application received will be good for the regular school year during the year in which it is completed if no changes occur during that year.

If you have any questions while completing these request forms, please contact the Exceptional Student Education Administrator, at PrivateInstructionalPersonnel@leeschools.net or (239) 337-8295.



THE SCHOOL DISTRICT OF LEE COUNTY

THE LAWS GOVERNING THE COLLABORATION BETWEEN PUBLIC AND PRIVATE INSTRUCTIONAL PERSONNEL

Title: XLVIII – Early Learning-20 Education Code

Chapter: 1003 -Public K-12 Education

Florida Statute Section 1003.572.

Collaboration of public and private instructional personnel

(1) As used in this section, the term “private instructional personnel” means:

- (a) Individuals certified under s. 393.17 or licensed under chapter 490 or chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098.
- (b) Registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals described in paragraph (a) by assisting and supporting such individuals in the provision of applied behavior analysis services. To provide services under this section, a registered behavior technician must be employed by **a provider described in paragraph (a). (Effective July 1st, 2023; HB 795)**
- (c) Speech-language pathologists licensed under s. 468.1185.
- (d) Occupational therapists licensed under part III of chapter 468.
- (e) Physical therapists licensed under -chapter 486.
- (f) Psychologists licensed under chapter 490.
- (g) Clinical social workers licensed under chapter 491.

(2) The collaboration of public and private instructional personnel shall be designed to enhance but not supplant the school district's responsibilities under the Individuals with Disabilities Education Act (IDEA).¹ The school as the local education agency shall provide therapy services to meet the expectations provided in federal law and regulations and state statutes and rules. Collaboration of public and private instructional personnel will work to promote educational progress and assist students in acquiring essential skills, including, but not limited to, readiness for pursuit of higher education goals or employment. Where applicable, public and private instructional personnel shall undertake collaborative programming. Coordination of services and plans between a public school and private instructional personnel is encouraged to avoid duplication or conflicting services or plans.

(3) Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel must be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting according to the following requirements:

- (a) The student's public instructional personnel and principal consent to the time and place.
- (b) The private instructional personnel satisfy the requirements of s. 1012.32 or s. 1012.321.

For the purpose of implementing this subsection, a school district may not impose any requirements beyond those requirements specified in this subsection or charge any fees.

(4) The provision of private instructional personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate public education under IDEA.



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PRIVATE INSTRUCTIONAL PERSONNEL (PIP) COLLABORATION REQUEST

To be completed by the Student's Parent or Legal Guardian:

I have read Florida Statute 1003.572: Collaboration of public and private instructional personnel and request the following Private Instructional Personnel (PIP) be allowed to provide the service(s) indicated below for my child (Please X or ✓)

- Consultation
- Observation
- Direct Instruction

PLEASE PRINT

STUDENT NAME	
STUDENT ID NUMBER	
DATE OF BIRTH	
SCHOOL NAME	
GRADE	
DISABILITY FROM IEP	
PRIVATE PERSONNEL NAME (PIP)	
IF PIP is RBT or Assistant, SUPERVISORS NAME	
COMPANY NAME	
COMPANY PHONE NUMBER	
COMPANY EMAIL ADDRESS	

Remove the following providers that are no longer working with this client/Company;



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The Private Instructional Personnel above holds the following credential(s): (X or ✓ all that apply)

- Certified to provide Applied Behavior Analysis services under F.S. § 393.17; or chapter 490 or 491. (If certified under F.S. § 393.17, individuals must hold a certification from national behavior analyst certification Board, Inc. This individual must be a Board-Certified Behavior Analyst (BCBA) or a Board-Certified Assistant Behavior Analyst (BCaBA).
- Speech Language Pathologist, Licensed under F.S. § 468.1185
- Occupational Therapist, licensed under Part III of F.S. chapter 468
- Physical Therapist, licensed under F.S. chapter 486
- Psychologist, licensed under F.S. chapter 490
- Clinical Social Worker, licensed under F.S. chapter 491
- Registered Behavior Technician, under the supervision of a BCBA, BCaBA or a BCBA-D

This request will not be processed until it is completed with all required documentation on the checklist. I understand that this process is allowable due to state law and procedures may change in the future based on requirements of these laws.

Parent/Guardian Signature

Date

As the parent/guardian of _____ I understand that:

- Collaboration between school staff and the PIP does not change the District’s responsibility to provide the student with a free appropriate public education under the Individuals with Disabilities Education Act and that the school. The school alone will continue to be responsible to implement the student’s Individualized Education Plan, as well as other plans including, but not limited to, behavior and health plans;
- Lee County School District instructional staff and the building administration for the student, must consent to the time and location where services will be provided. I understand the building administrator must adhere to the collective bargaining agreement for instructional employees. Services may be delivered to student’s classroom with the permission of the Building Administration, subject to the Building Administration’s determination that such activities will not be detrimental to the educational process and/or to other students. If the Building Administration initially permits the PIP to provide services in the classroom, the Building Administration may rescind permission at a later date, if it is determined that the services are disrupting the educational process for the named student and/or other students in the classroom. The parent and PIP will be informed in writing if they are no longer allowed to provide services in the classroom and/or school setting by administration;
- The requirement to sign a release of information form so that the school staff and the PIP can communicate regarding services;



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COMMUNICATION AGREEMENT

As the Parent/Guardian of _____, I acknowledge that I understand that the Private Instructional Personnel (PIP) has agreed that as NON-DISTRICT EMPLOYEES they will:

1. Comply with Florida Statute 1003.572 requiring certification of licensure;
2. Maintain the confidentiality of student records as required by law including FERPA and/or HIPPA;
3. Submit to a fingerprint background screening by school district officials at their expense. The screening is required every five (5) years. Clearance must be obtained prior to services beginning; Vendors with expired badges will not be allowed on campus
4. Private provider is responsible for maintaining compliant certification; background check and vendor badge
5. Submit proof of certification/licensure;
6. Sign a confidentiality statement;
7. Sign communication agreement;
8. Adhere to School Board Policies and any of the school's procedures including, but not limited to, adhering to the school's procedures regarding safety and security to include entering the campus through the single point of entry, signing in and out every time the PIP is on campus, and adhering to scheduled time, and location of services to be provided;
9. Will not interrupt the teaching and learning occurring;
10. Seek any items necessary to complete their job directly from their employer. The PIP will not rely on the School District of Lee County to provide materials, services, or training in order to fulfill their job duties;
11. Will not use physical intervention with a student on any school campus;
12. Will immediately report any incident resulting in an injury to themselves or student(s), to the school administrator and their employer;
13. Comply with required supervision if the PIP is a Registered Behavior Technician (RBT); Assigned and submitted Analyst must be listed as a supervisor on the RBT's certification;
14. Understand that if the PIP is an RBT, all decisions regarding instruction and planning are the responsibility of the supervising Behavior Analyst;
15. Understand that collaboration requires:
 - a. Provision of a copy of the private plan of care/private behavior plan;
 - b. Provision of a copy of all data collected in the school setting as agreed upon between school and PIP; and
16. Arrange a schedule for services in collaboration with building-administration and instructional staff.
17. The PIP will not be present during state/district testing;
18. The PIP may attend field trips but will not be transported by the School District of Lee County;
19. The PIP will not act in place of the teacher or paraprofessional in the classroom and will not be left alone with the student to provide supervision;
20. The PIP is responsible for providing all items necessary to complete their job. The PIP will not rely on the School District of Lee County to provide materials, services, or training in order to fulfill their job duties;
21. The PIP will not intervene with other students in the classroom;
22. The PIP will not take any photographs, audio recordings or videos while in the school setting;
23. Violation of any policies and/or procedures may cause a denial of further access to the school's campus to provide services; It is the parent and outside providers responsibility to consider additional staff and follow the process for approval.
24. The parent will notify the school immediately if there is a change to the PIP provider; and/or, if the PIP is no longer providing services to the student; For all changes in providers, a new request must be submitted and processed before the PIP can be on campus;
25. Some goals that are appropriate in another setting may not be able to be implemented in a school setting;



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26. In the event that your client transfers to another School District of Lee County school building, it is the parents' and/or Private Instructional Personnel's responsibility to submit a transfer request to the district ESE office with the following information
 - a. Student Name
 - b. Student ID Number
 - c. Previous School of Enrollment
 - d. New School of Enrollment
 - e. PIP Company Name
 - f. PIP Provider Names
27. The schedule that was previously in place will need to be reviewed and agreed upon by the new building administration, school instructional staff and PIP in the new setting; and,
28. Medicaid billing by the school district will not impact Medicaid billing by the PIP.

The parent/guardian of the relevant minor and undersigned PIP and their employer hereby acknowledge that the PIP is not an employee, agent, or assignee of the School District of Lee County School Board. The parents/guardian of the relevant minor(s) and the PIP further agree that the undersigned PIP does not have an expectation of employment with the School Board. The parent and PIP agree that the undersigned PIP has no right or expectation to the benefits, rights, or protections of an employee of the School Board, including but not limited to wages, worker's compensation insurance, health insurance, disability insurance, fringe benefits, or any other benefits, rights or protections afforded to School Board employees by contract or law.

The parents/guardian of the relevant minor, the PIP and their employer, hereby agree and acknowledge that the School Board shall in no way be liable for any damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts or any other acts of the undersigned PIP. Furthermore, the parents/guardian of the relevant minor(s), hereby fully release the School Board from any and all damages of any nature whatsoever which relate to, are caused by, or are materially contributed to by the direct or indirect negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of undersigned PIP. This release of liability specifically includes, but is not limited to any and all claims concerning the School Boards' supervision, direction, or control of the undersigned PIP, as well as the allowance of the PIP to be present on School Board property or act on School Board Property.

The parents/guardians of the relevant minor, the PIP and their employer agree and acknowledge that the undersigned PIP shall indemnify, protect, and hold harmless the School Board for any and all damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the undersigned PIP. In the event that the School Board incurs any costs, legal fees, or losses resulting from claims or judgments arising out of the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts or any other acts of the undersigned PIP.

School Board will provide written notice of any costs, fees, and/or losses to the PIP and PIP agrees to fully reimburse School Board for the same within thirty (30) days of notice. . The undersigned PIP agrees that any amounts not reimbursed within the contractual thirty (30) day period, will incur monthly interest at the statutory rate applying to judgments in effect at the time that such cost, legal fee, or loss is presented to the PIP.

The School Board specifically reserves any and all rights, benefits and protections afforded to it by Florida Law, whether it be by statute, administrative law, regulation, general law or common law. These protections specifically include, but are not limited to those afforded by Section 768.28, Florida Statutes, sovereign immunity, and any other controlling legal precedent. The parents/guardian of the relevant minor(s) and the PIP agree that the provisions of this agreement and the application of any relevant laws are to be constructed in a manner that is most favorable to the School Board, so as to provide protection, indemnification, and a release of liability to the School Board.



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We, the parent/guardian(s) of _____, the PIP and their employer, have read the information contained within and agree with our responsibilities and acknowledge the indemnification section of this agreement.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Authorized Signature of PIP Employer

Authorized Printed Name of PIP Employer

Date

The following completed forms are attached to this agreement and are required prior to processing of the request.

- Complete Application (Packet 2)
- Approved Providers names (Already approved, Packet 1)
- Signed authorization for release of information form
- Private behavior plan or plan of care
- Private providers contact information – Attach page 8 and/or page 9 from Packet 1