



THE SCHOOL DISTRICT OF LEE COUNTY

Private Instructional Personnel (PIP) Request **Provider Forms (Packet 1)**

It is the desire of The School District of Lee County to work collaboratively with families and private 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 and/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 – Provider Approval

To be completed by Private Instructional Personnel/Company;

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

(Please X or ✓)

- Consultation
- Observation
- Direct Instruction

COMPANY NAME	
MEDICAID ID	
COMPANY ADDRESS	
COMPANY PHONE NUMBER	
COMPANY EMAIL ADDRESS (*)	
PRIVATE PERSONNEL NAME (PIP)	
PIP CERTIFICATION TYPE	
IF PIP is RBT or Assistant, SUPERVISING THERAPIST	
SUPERVISING THERAPIST CERTIFICATION TYPE	

(*) The email address provided above will be used for formal communication from Lee County Public Schools with your company. The email listed above will receive approval notifications for providers.



THE SCHOOL DISTRICT OF LEE COUNTY

COMMUNICATION AGREEMENT

As the Company providing services to OUR PRIVATELY INSURARED CLIENT and the Private Instructional Personnel (PIP) we agree that as a NON-DISTRICT EMPLOYEE the PIP 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;
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 District is responsible for providing the student with a free appropriate public education under the Individuals with Disabilities Education Act. 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 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 PIP agree that the PIP does not have an expectation of employment with the School Board. The PIP agree that they have 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 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.



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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.

Signature of Private Instructional Personnel

Printed Name of Private Instructional Personnel

Date

**Signature of Supervising Therapist
(only required if PIP is an RBT or Assistant)**

Printed Name of Supervising Therapist

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 this provider for students.

- Documentation of Licensure (Copy with appropriate supervision, for RBT or other assistants)
- Copy of Florida Schools Vendor Badge (Front side with expiration date visible)
- Signed communication agreement
- Signed confidentiality statement
- Proof of Employment, on company letterhead identifying the individual(s) employed (Everify and/or I9 not accepted)

Optional

Check All Boxes that Apply:

- The PIP or their employer carries professional Liability Insurance including sexual molestation coverage
- The PIP or their employer carries Workers' Compensation Insurance
- The PIP or their employer carries Medical Insurance



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CONFIDENTIALITY STATEMENT

As a Private Instructional Personnel (PIP) providing services to the above-named student in a School District of Lee County school building, I acknowledge that certain information about District’s students is contained in records created and maintained by the District for which I may access and this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPPA) (45 CFR parts 160-164) and related District policies as amended from time to time, currently available at www.leeschools.net. I further acknowledge that I might observe and/or overhear verbal conversations about District students that are confidential and protected by the above-named Acts and policies. This confidential information cannot be disclosed unless valid consent is obtained from eligible students or their legal guardians. I agree to protect these records in compliance with FERPA, HIPPA and District Policy.

I acknowledge that I may create and maintain records pertaining to the above-named student and these records, share with the District, will be maintained and protected by the District in the same manner as District created records.

I agree that I may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPPA (collectively, the “Confidential Records”). I represent, warrant, and agree that I will (1) hold the confidential records in strict confidence and will not use or disclose the confidential records except as (a) permitted or required for this individual student, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the confidential records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the confidential records are safeguarded.

To the extent permitted by law, nothing contained herein shall be construed as precluding either I or the District from releasing such information to the other so that each can perform its respective responsibilities.

I understand that a breach of this confidentiality statement shall constitute grounds for the District to terminate my access to the above-named student and/or any other student, at the student’s school.

Signature of Private Instructional Personnel

Printed Name of Private Instructional Personnel

Date

Signature of Supervising Therapist
(only required if PIP is an RBT or Assistant)

Printed Name of Supervising Therapist

Date



THE SCHOOL DISTRICT OF LEE COUNTY

Registered Behavior Technician (RBT) and ABA Therapist Form

I acknowledge that if a registered technician will be the Private Instructional Personnel, that additional requirements are required. The School District of Lee County certifies that RBT's can provide private services to students in our buildings under the direct supervision and support of a certified BCBA, BCaBA or a BCBA-D and that their employer must be a Medicaid provider. We understand that the RBT does not design intervention or assessment plans, the RBT's primary responsibility is the direct implementation of the behavior services as directed by their supervising behavior analyst.

Employer's Company Name _____

Registered Behavior Technician (RBT) Name	
RBT Phone Number	
RBT Email Address	
RBT Certification Number	
Supervising Behavior Analyst Name	
Supervising Behavior Analyst Phone Number	
Supervising Behavior Analyst Email Address	
Supervising Behavior Analyst Cert. Number	

The RBT named above and the certified supervising Behavior Analyst must hold the current credentials to provide the implementation of behavior-analytics services.

The BCBA must conduct an observation of the student in the educational setting prior to the RBT provide any school-based services. The RBT is a paraprofessional who practices under the close, ongoing supervision of a BCBA, BCaBA, or BCBA-D. The RBT does not design intervention or assessment plans. It is the responsibility of the RBT's supervising Behavior Analyst to determine which tasks an RBT may perform as a function of his or her training, experience, and competence. The supervising Behavior Analyst of the RBT is responsible for the work performed by the RBT on the cases they are overseeing.

Additionally, both the RBT and the BCBA, BCaBA, BCBA-D must submit their proof of licensure/certification with appropriate supervision for the RBT listed.



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PIP Contact Form (Non-ABA Therapy Providers)

To be completed by all other private providers that will be supporting students in the schools

Employer's Company Name _____

PIP Providers Name	
PIPs Phone Number	
PIPs Email Address	
PIPs Certification Type	
PIPs Certification Number	
If Assistant, Supervisors Name	
Supervisors Phone Number	
Supervisors Email Address	
Supervisors Certification Type	
Supervisors Certification Number	

The PIP named above and if appropriate, the supervisor must hold current credentials to provide the implementation of services.

Supervisors are required to actively participate in the collaborative process with the school and family. Supervisors will be expected to provide supervision on school campuses. Supervisors will be contacted when the assigned provider is not meeting the requirements of the collaborative process.

The assigned supervisor must conduct an observation of the student in the educational setting prior to the assistant provide any school-based services. The assistant practices under the close, ongoing supervision of a certified supervisor. The assistant does not design intervention or assessment plans. It is the responsibility of the supervising therapist to determine which tasks an assistant may perform as a function of his or her training, experience, and competence. The supervising therapist of the assistant is responsible for the work performed by the RBT on the cases they are overseeing.