

Private Instructional Personnel (PIP) Parent Packet

The 2019 Florida Statutes

[Title XLVII](#)
K-20 EDUCATION CODE

[Chapter 1003](#)
PUBLIC K-12 EDUCATION

[View Entire Chapter](#)

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) Speech-language pathologist licensed under s. [468.1185](#).

(c) Occupational therapists licensed under part III of chapter 468.

(d) Physical therapists licensed under chapter 486.

(e) Psychologists licensed under chapter 490.

(f) 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). 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.

History.—s. 5, ch. 2013-236; s. 21, ch. 2014-184.

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APPLICATION TO ALLOW PRIVATE INSTRUCTIONAL PERSONNEL INTO A BROWARD COUNTY PUBLIC SCHOOL

To be completed by student's parent:

Print Student's Name

Current School

Current Grade

Date of Birth

Primary Eligibility

I have read Florida Statute 1003.572: Collaboration of public and private instructional personnel.

I request that the following Private Instructional Personnel (PIP) be allowed to provide the service(s) indicated below for my child:

☐

Consultation

☐

Observation

☐

Direct Instruction

Print Private Instructional Personnel's Name

Street Address

Telephone Number

City, State, Zip

Email Address

This PIP holds the following credential(s): (Check all that apply)

☐

Certified to provide Applied Behavior Analysis service under F.S. § 393.17; or chapter 490 or 491. (If certified under F.S. § 393.17, individual 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 Therapists, 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 Workers, licensed under F.S. chapter 491

☐

Mental Health Counselor, licensed under F.S. chapter 491

☐

Marriage & Family Therapist, licensed under F.S. chapter 491

NOTE: A Registered Behavior Technician has a separate packet to complete.

APPLICATION TO ALLOW PRIVATE INSTRUCTIONAL PERSONNEL INTO A BROWARD COUNTY PUBLIC SCHOOL

Print Student's Name

As the parent of the above-named student and the PIP, we understand that the PIP is required to:

- The packet will not be processed until it is complete with all required documents on the checklist. This process can take up to 30 school days and may require additional documents as determined by the school-based administration. Requests for additional documents may extend the timeline.
- Comply with Florida Statute 1003.572 requiring certification or licensure;
- Submit to a fingerprint background screening by school district officials at the expense of the person requesting access. The screening must have occurred within the last five (5) years. Clearance must be obtained prior to services beginning;
- Apply/update vendor badge annually in August;
- Submit proof of certification/licensure in August;
- Sign a confidentiality statement annually;
- Sign Communication Agreement annually;
- 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;
- **At no time can any PIP use any physical intervention with a student on any school campus;**
- Provide a copy of the private plan of care/private behavior plan;
- Provide a copy of all data collected in the school setting as agreed upon between school and PIP; and,
- Arrange a schedule for services with administration.

As the parent of the above-named student I understand that:

- The 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 and the school alone will continue to be responsible to implement the student's Individual Education Plan, as well as other plans including, but not limited to, behavior and health plans;
- My child's public instructional personnel and the school's principal must consent to the time and location of where services will be provided. In determining the time and date for services to be provided, the principal must adhere to the collective bargaining agreement for instructional employees. Services may be delivered in my child's classroom with the express permission of the principal, subject to the principal's determination that such activity will not be detrimental to the educational process and/or to other students. If the principal initially permits the PIP to provide services in the classroom, the principal may rescind permission if, at a later date, 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 settings;
- The parent(s) is required to sign a release of information form annually so that the school staff and the PIP can communicate regarding services;
- PIPs may not be present during state/district testing;
- At no time shall the PIP act in place of the teacher or ESP in the classroom and will not be left alone with the student to provide supervision unless previously agreed upon by school administration;
- At no time shall a PIP intervene with other students in the classroom;
- At no time shall a PIP take any photographs, audio recordings or videos while in the school setting;
- If the PIP violates any policies and/or procedures they may be asked not to return to the school's campus to provide services;

- 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;
- Some goals that are appropriate in another setting may not be able to be implemented in a school setting;
- If your child's IEP team determines that Extended School Year (ESY) is needed for your child to receive FAPE, a new schedule for the PIP must be established with staff at the ESY site. Parents may elect to provide a copy of the packet to the ESY site to expedite the process and establish a schedule for collaboration;
- In the event that your child transfers to another Broward school, it is the parents' responsibility to submit a copy of the packet to the new school with updated releases of information. The schedule that was previously in place will need to be reviewed and agreed upon by the teacher and administration in the new setting; and,
- Medicaid billing by the school district will not impact Medicaid billing by the private provider.

APPLICATION TO ALLOW PRIVATE INSTRUCTIONAL PERSONNEL INTO A BROWARD COUNTY PUBLIC SCHOOL

Print Student's Name

The parents/guardian of the relevant minor(s) and undersigned PIP hereby acknowledge that the PIP is not an employee, agent, or assignee of the District School Board of Broward County (School Board). The parents/guardian of the relevant minor(s) and 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(s) and the PIP, 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 the undersigned PIP. This release of liability specifically includes, but is not limited to, any and all claims concerning the School Board's 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/guardian of the relevant minor(s) and the PIP 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, then such PIP agrees to fully reimburse School Board for the same within thirty (30) days of the School Board's presentation of such costs, fees, or losses to the PIP. 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 construed 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.

The undersigned PIP agrees to secure a working knowledge of, and abide by, all School Board policies, rules, and procedures while present on School Board property. The undersigned PIP further understands that any observation, collaboration, or provision of private services under this agreement are subject to the consent of the applicable school principal and public instructional personnel as to time and place.

**APPLICATION TO ALLOW PRIVATE INSTRUCTIONAL
PERSONNEL INTO A BROWARD COUNTY PUBLIC SCHOOL**

Print Student's Name

We, the parent(s) of the student and the PIP, have read the information contained within and agree with our responsibilities and acknowledge the Indemnification section of this agreement.

The following completed forms are attached to this agreement. We understand that the packet will not be processed until all forms are completed and provided to the Principal. The approval process may take up to 30 school days. Any requests by administration for additional documentation may extend the timeline.

____ Application.

____ Documentation of Licensure.

____ A copy of a Broward County issued vendor badge attached to the top of the packet. This verifies the individual has obtained Level 2 security clearance.

____ Signed Authorization for the Release of Information Form.

____ Signed Confidentiality Statement.

____ Signed Communication Agreement.

____ Check all boxes that apply (optional - not required):

☐ The PIP carries Professional Liability Insurance including sexual molestation coverage

☐ The PIP carries Workers' Compensation Insurance or Medical Insurance

____ Private Behavior Plan or Plan of Care. When submitting a behavior plan, it must contain the procedures and strategies to be used to implement the goals.

____ Proof of employment, on company letterhead, identifying the individual employed by the company matching the proof of insurance (optional - not required).

Parent's Signature

Date

Print Parent's Name

Private Instructional Personnel's Signature

Date

Print Private Instructional Personnel's Name

**CONFIDENTIALITY STATEMENT FOR PRIVATE INSTRUCTIONAL PERSONNEL
WHO HAVE ACCESS TO A BROWARD COUNTY PUBLIC SCHOOL**

Print Student's Name

Current School

As a Private Instructional Personnel providing services to the above-named student in a Broward County Public School, 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 (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. I further acknowledge that I might observe and/or overhear verbal conversations about District's 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, HIPAA, and District's policy.

I acknowledge that I may create and maintain records pertaining to the above-named student and these records, shared 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 HIPAA (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 students' school.

Private Instructional Personnel's Signature

Date

Print Private Instructional Personnel's Name

Principal's Signature

Date Signed Statement was Received

**COMMUNICATION AGREEMENT FOR PRIVATE INSTRUCTIONAL PERSONNEL
WHO HAVE ACCESS TO A BROWARD COUNTY PUBLIC SCHOOL**

Print Student's Name

Current School

As a non-School Board employee who is being granted access to a School Board employee's classroom, the following guidelines for positive communication and working environment will be adhered to:

- The PIP will not interrupt the teaching and learning occurring in the classroom setting that is being delivered by the teacher and/or the educational support personnel;
- The PIP will provide any feedback/suggestions on implementation of interventions and strategies to the classroom staff in writing or addressed during a pre-arranged conference/collaboration time;
- The PIP will communicate any changes to the pre-approved/agreed upon schedule to the classroom teacher. If administration requests to be included in this communication regarding schedule changes, the PIP will comply;
- The PIP will not be present for any state or district testing;
- The PIP will not intervene with any other students in the classroom other than the individual student identified above;
- The PIP will not be responsible for supervision of the student identified above;
- The PIP will share a copy of their private Plan of Care/Behavior Intervention Plan and any revisions;
- The PIP will not audiotape, audiofile, video or photograph while on the school campus; and,
- The PIP will provide copies of all data collected in the school setting as agreed upon between the PIP and the school.

Private Instructional Personnel's Signature

Date

Print Private Instructional Personnel's Name

Principal's Signature

Date Signed Statement was Received

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**AUTHORIZATION FOR RELEASE AND/OR REQUEST
FOR INFORMATION**

I hereby request and authorize: _____
(Name of Person, School, or Department)

_____ to engage
(Street Address) (City) (State) (Zip) (Telephone #)

in verbal and/or written communication with and release records to : _____
(Name of Person, Job Title and/or School/Agency/Entity)

(Street Address) (City) (State) (Zip) (Telephone #)

regarding the **information checked below** concerning my child* _____, whose date of birth is _____. I understand that information concerning psychiatric, psychological, medical diagnosis, drug or alcohol abuse, economic status, and educational information regarding my child will be released and/or communicated if indicated below. I further understand that this information might contain information regarding my family, in addition to my child.

<input type="checkbox"/> Treatment Plans	<input type="checkbox"/> Substance Abuse Treatment Records
<input type="checkbox"/> Treatment / Discharge Summaries	<input type="checkbox"/> Social and/or Developmental History
<input type="checkbox"/> Health / Medical Records	<input type="checkbox"/> Psychological and/or Psychiatric Evaluations
<input type="checkbox"/> Case / Progress / Therapy Notes	<input type="checkbox"/> Restorative Support Services
<input type="checkbox"/> Student Identification Number	<input type="checkbox"/> Social Support Services (Food, Clothing, Shelter)
Academic / School-related Records	<input type="checkbox"/> Medical Services
<input type="checkbox"/> Grades	<input type="checkbox"/> Substance Abuse Treatment Records
<input type="checkbox"/> Test Scores	<input type="checkbox"/> HIV/AIDS test results or related conditions (to disclose or
<input type="checkbox"/> Attendance	receive this information, specific individuals must be named
<input type="checkbox"/> Suspensions / Expulsions	above)
<input type="checkbox"/> Exceptional Student Education / Section 504 Records	
<input type="checkbox"/> Other _____	

For the Purpose of: _____

I acknowledge that all information I authorize to be released or requested will be held strictly confidential and cannot be released by the recipient without an additional written consent. I understand this authorization will expire one (1) year after the date signed, or on _____, 20_____, whichever is earlier. A copy of this authorization is valid in lieu of the original. I further understand I may withdraw my consent in writing at any time.

Print Name of Parent / Guardian / Eligible Student Signature of Parent / Guardian / Eligible Student Date

Relationship to Child

*Eligible students (age 18 or over) may authorize the release of their education records.

(USE THIS SPACE IF CONSENT IS WITHDRAWN)

I hereby withdraw my previous consent to the release of information about my child.

Date Consent is Withdrawn Signature of Parent / Guardian / Eligible Student

Form #4301
REV 07/18
Risk Management



BROWARD COUNTY PUBLIC SCHOOLS
Security Clearance Office 754-321-2374
securityclearance.fp@browardschools.com



Registration site for fingerprinting and/or badging: <http://www.fieldprintbrowardschools.com/>
Additional information can be found at <http://www.broward.k12.fl.us/police/secclear.html>

APPLICANT GROUP	FIELDPRINT CODE	FEE*
NEW Vendor – (PIP) Direct Contact	FPBCPSVenPIPDDirCon	\$88.00
Vendor (PIP) - Direct Contact – Badge Renewal REQUIRED ANNUALLY	FPBCPSVenPIPDDirConBRen	\$20.00
VENDOR (PIP) – DIRECT CONTACT BADGE REPLACEMENT	FPBCPSVenPIPDDirConBRep	\$10.00

*Fees are subject to change. Please contact the number above to verify.

All vendors are required to be re-fingerprinted every five (5) years.