

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
PRIVATE INSTRUCTIONAL PERSONNEL
ACCESS AGREEMENT FOR SERVICES
PURSUANT TO FLORIDA STATUTE §1003.572
FOR ESE STUDENTS**

THIS AGREEMENT is entered into by and between The School Board of Pinellas County, Florida, a body politic and corporate, whose address is 301 4th Street SW, Largo, FL 33770, hereinafter referred to as "School Board" or "School District" and _____, whose address is _____, private instructional personnel providing services pursuant to Section 1003.572, Florida Statutes (hereinafter referred to as "PIP").

Recitals

WHEREAS, under Section 1003.572, Florida Statutes, parent(s) are permitted to have private instructional personnel in the following areas provide services at the student's school of enrollment: (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 an enrolled Medicaid provider. (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; or (g) clinical social workers licensed under Chapter 491; and

WHEREAS, a purpose of this Agreement is to provide compliance with §1003.572, Florida Statutes, pursuant to which private instructional personnel will be permitted to deliver services to students enrolled in the Pinellas County School District at a student's school of enrollment.

NOW THEREFORE, in consideration of the premises and mutual understandings herein stated, the parties hereto agree as follows:

1. The foregoing recitals are true and correct, and each recital is incorporated herein by reference.
2. The term of the Agreement is from _____ to _____.
3. PIP will be permitted to deliver professional services to _____, a student enrolled in the School District, as specified in the Parental Consent form attached as Exhibit "A", subject to the terms of this Agreement.
4. The times at which said services may be provided shall be subject to the specific approval of the school's principal and the student's teacher or teachers. No access to a student will be provided until compliance with the access terms contained herein have been verified by the School District. Further, it is understood that no student can be removed from their classroom during core subjects. The principal will have final say on if the provider will be given access to the student in their classroom during instructional time devoted to core subjects including Reading/Language Arts, Math, Science and Social Studies.
 - a. The location within a given school wherein the services are to be delivered shall be designated by the school's principal.

b. The time and frequency when a student is to be served shall be determined by the principal.

5. The PIP providing services under this Agreement shall:

a. submit to a fingerprint background screening by School District officials, at the expense of the person requesting access, unless that person has been previously screened at Level II, and is identified in the shared fingerprint database maintained by the Florida Department of Law Enforcement; and

b. comply with the background screening/background security check requirements set forth in §435.04, Florida Statutes, subject to exclusion from participation under this Agreement pursuant to §435.06, Florida Statutes, and upon clearance shall be issued an appropriate School District photo ID badge that shall be surrendered upon completion of the term of this Agreement; and

c. understand that forfeiture of access privileges or other appropriate action may be taken if the School District issued ID badge is misused in anyway; and

d. present photo identification (such as a valid Florida driver's license) as requested by School District personnel; and

e. sign in upon arrival at the designated school and sign out upon leaving.

6. Clearance shall be handled by the School District Human Resources Department or other appropriate School District Office.

7. PIP is an independent contractor and shall be solely responsible for determining the services to be provided to a given student, shall be solely responsible for the delivery of such services to a given student, and shall not be subject to the direct supervision or supervisory control of the School Board, its employees or agents regarding the determination of services to be delivered and the delivery of such services.

8. Florida law provides that the collaboration of public school personnel and 1003.572 private instructional personnel shall be designed to enhance, but not supplant, the School District's responsibilities under IDEA, and that the provision of private instruction personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate education under IDEA. Moreover, Florida law provides that collaboration of public and private instructional personnel will work to promote the educational progress and assist students in acquiring essential skills. Public and private instructional personnel shall undertake collaborative programming. Thus, the PIP shall collaborate with the student's parent(s), teachers, and principal to avoid duplication or conflicting services or plans.

9. PIP shall not be considered an employee, agent, servant, or representative of the School Board and are not authorized to represent themselves as employees, agents, or representatives of the School Board, or to obligate or bind the School Board in any manner.

10. The PIP providing services under this Agreement shall provide a certificate of insurance to the School District indicating proof of insurance coverage as follows:

a. commercial general liability insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability; and

- b. there shall be no exclusions for contracted liability; and
- c. the School Board of Pinellas County, Florida/School District of Pinellas County, Florida shall be named as an additional insured for claims arising out of this policy without limitation or exception; and
- d. workers' compensation insurance for all employees providing services under this Agreement, unless exempt by law; and
- e. professional liability & errors and omissions coverage for each individual serving in a professional status. Liability coverage shall be on a claims basis policy, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
- f. all coverage must be written by a carrier that has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company and is licensed in the State of Florida.

11. If this Agreement is being entered into by an agency rather than an individual provider, the agency agrees to provide a current list of all employees that will be providing services to a student at a particular school pursuant to this Agreement.

12. The PIP and the School Board specifically agree that:
- a. the sole obligation undertaken by the School Board under this Agreement is to endeavor to provide a non-classroom area at a specific school that may be utilized by the PIP for the delivery of services; and
 - b. services will not be delivered in a student's classroom, unless the school's principal and the classroom teacher determine that such services may be delivered in the classroom without disruption to the educational process and without disrupting other students in the classroom. The availability of a non-classroom area shall be the decision of the school principal.

13. PIP shall fully comply with the requirements of §1002.22, Fla. Stat; Fla. Admin Code R. 6A-1.0955; 20 U.S.C. 1232g (FERPA); 34 C.F.R. §99.31 and §99.33; and any other law or regulation, either federal or state, regarding confidentiality of student information and records. PIP has the consent of parent to receive personally identifiable information regarding the student named herein. PIP agrees that any such information provided may not be used for any purpose other than the purpose for which it was provided and may not be redisclosed to any party. PIP shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the School Board in writing.

If, in the course of performing services under this Agreement, PIP receives personally identifiable student information regarding other School District students, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes, PIP agrees that, in accordance with these laws, it may not use such information for any purpose and may not redisclose the information to any party. PIP shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the School Board in writing.

Notwithstanding any provision to the contrary contained in this Agreement between PIP and the School Board, PIP and its officers, employees, agents, representatives, contractors and sub-contractors shall indemnify and hold the School Board and its officers and employees harmless for any violation of these confidentiality covenants, including but not limited to defending the School

Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by PIP or if an officer, employee, agent, representative, contractor or sub-contractor of PIP shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligation under this Agreement and shall be fully binding upon PIP until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

14. Nothing in this Agreement shall be construed as providing PIP permission to record the student or other students on audio tape or video unless specifically authorized by the Principal.

15. Each person providing services under this Agreement shall fully complete and execute Exhibit "A" which shall be maintained by the school at which services are provided.

16. The PIP agrees to use only the materials and equipment owned by the PIP for instructional purposes and not seek to use materials or equipment owned by the School Board.

17. The PIP agrees to secure a working knowledge of, and abide by, all School Board policies, rules and procedures while present on School Board property. Policies may be found on the District's website.

18. The PIP agrees to use universal precautions at all times and use common sense awareness of safety concerns.

19. The venue for any suit, court action, or litigation arising out of or under this Agreement shall be Pinellas County, Florida.

20. A waiver by either party of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement.

21. PIP shall defend, fully indemnify, and hold harmless the School Board, and its employees for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorney's fees and investigation expenses (pre-suit, suit, trial appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the PIP, or negligent acts or omissions of its employees, agents, or servants arising out of the use of any facility, or the provision of any services pursuant to this Agreement and for any violation of the rights of Pinellas County School District students under this Agreement including any violation of provision 13 herein. This provision shall survive the termination of the Agreement and shall remain in full force and effect until the expiration of any statute of limitations.

22. Each person executing this Agreement on behalf of the PIP is duly authorized to execute this Agreement and same shall not be repudiated by reason of lack of authority in any event of any litigation arising out of the delivery of services by the Private Instructional Personnel providing services under this Agreement to any Pinellas County School District student.

23. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

Private Instructional Personnel:
By: _____

School Board of Pinellas County, Florida
By: _____

Title: _____

Title: Principal

Date Signed: _____

Date Signed: _____

Acknowledgement of Receipt of Copy

I acknowledge receiving a copy of this Agreement and understand the terms and conditions under which the person who I have selected as a Private Instructional Provider may provide services to my child at a Pinellas County School District school.

Parent/Guardian/Educational Surrogate Requesting Services:

Signed: _____

Print Name: _____

Date: _____

Pinellas County School District
301 4th St SW
Largo, FL 33770

PARENTAL CONSENT FORM - PRIVATE INSTRUCTIONAL PERSONNEL

Exhibit "A"

To be completed by the Parent/Guardian/Educational Surrogate:

Student First Name _____	Student Last Name _____	Date of Birth _____	Grade _____	School Name _____
First and Last Name of Private Provider _____		Private Provider Address _____ City _____ Zip _____		

Private Provider Phone Number _____	Private Provider E-mail _____
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Agency Name Issuing License _____	License Number _____	License Expiration Date _____
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Self Employed:	Yes ___	No ___	Employing Agency: _____
Primary Agency Contact Person _____		Agency Address _____ City, State Zip _____	

Primary Agency Contact Phone Number _____	Primary Agency Contact E-mail _____
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Summary of services to be provided: _____

Outcome/Goal: _____

Requested Terms of Service:

Initiation Date	Duration Date	Location:	Frequency	
			Min/Hrs	Day/Week/Month
FINAL APPROVAL BY PRINCIPAL BELOW:			Date:	Signature:

Consent and Hold Harmless

_____, consent to the above-named service provider to
 Print Name of Parent/Guardian/Educational Surrogate

provide services to my child _____ at _____ during the _____ school year.
 Print Name of Child Print Name of Current School

I/We, the undersigned Parent(s), agree to defend, fully indemnify, and hold harmless The School Board of Pinellas County, Florida, and its employees for any expense, cost, loss, damage, claim, Judgment or claims bill incurred or rendered against the School Board of Pinellas County, Florida, including attorney's fees and investigation expenses (pre-suit, suit, trial appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the Private Instructional Personnel hired by me/us, or negligent acts or omissions of its employees, agents, or servants arising out of the use of any facility, or the provision of any services to my child and for any violation of the rights of my child by the Private Instructional Personnel hired by me/us. This provision shall survive the termination of any Agreement between the School Board and the Private Instructional Personnel and shall remain in full force and effect until the expiration of any statute of limitations.

Parent/Guardian/Educational Surrogate Signature: _____	Parent/Guardian/Educational Surrogate Signature: _____
Print Name: _____ Date: _____	Print Name: _____ Date: _____

SCHOOL OFFICE USE ONLY APPROVALS:	
Background Screening (Level 2)	____ YES ____ NO Date Approved: _____
Insurance	____ YES ____ NO Date Approved: _____
Licensed Private Instruction Personnel per F.S. 1003.572	____ YES, Provider is both licensed by the State of Florida and is one of the Service Providers listed under Florida Statute 1003.572 ____ NO Date Approved: _____
Access Agreement	____ YES ____ NO Date Approved: _____
Parental Consent	____ YES ____ NO Date Approved: _____
Consent and Hold Harmless	____ YES ____ NO Date Approved: _____
The above named Private Instructional Personnel	____ is ____ is NOT approved to provide services to: Student Name _____ Current Year _____ School Year* _____ *Inclusive of Summer School/ESY as appropriate