

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

THIS AGREEMENT is entered into by and between The School Board of Osceola County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 817 Bill Beck Boulevard, Kissimmee, Florida 34744, hereinafter referred to as “School Board” or “School District” and _____
_____ (Therapist Name)
_____ (“Private Instructional Personnel¹”).
_____ (Agency Name)

WHEREAS the purpose of this Agreement is to provide compliance with §1003.572, Fla. Stat., which allows Private Instructional Personnel to deliver services to students enrolled in Osceola County Public Schools² at the student’s school of enrollment;

WHEREAS, under §1003.572, Fla. Stat., 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 §393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in §627.6686 and 641.31098; (b) speech-language analysis services licensed under §468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapists licensed under Chapter 468; (e) psychologists licensed under Chapter 490; (f) clinical social workers licensed under Chapter 491; or (g) registered behavior

¹ Private Instructional Personnel includes: (a) individuals certified under §393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in §§ 627.6686 and 641.31098; (b) speech language analysis services licensed under § 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapists licensed under Chapter 490; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491; (g) 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.

² This Agreement does not cover public charter schools in Osceola County. Parents and/or Private Instructional Personnel should contact the charter school directly for guidance on accessing a charter school student.

technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals described in subsection (a) by assisting and supporting such individuals in the provision of applied behavior analysis services. To provide services as a registered behavior technician (“RBT”), the RBT must be employed by an enrolled Medicaid provider.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement is from _____ to _____ [start date and end date].³
2. The Private Instructional Personnel will be permitted to deliver professional services to students enrolled in Osceola County Public Schools at each student’s school of enrollment.
3. Delivery of services shall occur during school hours and *may* occur during “Core Instructional Time,”⁴ subject to the following conditions:
 - a. If the Private Instructional Personnel’s delivery of services during Core Instructional Time would be appropriate for the student given the nature of the services provided and would not result in disruption to the effective operation of the affected classroom, Private Instructional Personnel may deliver services to the student during Core Instructional Time subject to the approval of the school principal and the student’s teacher or teachers.

³ Start date may not be earlier than the start of school for a given school year, and the end date may not be later than the last student attendance day for that school year.

⁴ “Core Instructional Time” shall mean instructional time devoted to Reading/Language Arts, Math, Science and Social Studies.

- b. For Private Instructional Personnel providing services in the classroom, the point of contact and communication regarding the served student shall be the student's parent, *i.e.*, the individual arranging for and providing compensation for the services. It is the parent or guardian's responsibility to communicate directly with Private Instructional Personnel concerning any services provided pursuant to this Agreement.
4. A Parental Consent Form must be initiated and completed by the parent for each student served under this Agreement. A copy of the form is attached as Exhibit "A" to this Agreement and made a part by attachment, reference, and adoption. All information required by the Parental Consent Form must be provided as a condition of access under this Agreement.
5. Private Instructional Personnel must complete the following prior to providing services pursuant to this Agreement:
 - a. submit to a finger 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, Fla. Stat., subject to exclusion from participation under this Agreement pursuant to §435.06, Fla. Stat., and upon clearance shall be issued an appropriate School District photo ID badge that shall be surrendered upon completion for the term of service; and

- c. understand that forfeiture of access privileges or such other action as deemed appropriate by the Superintendent,⁵ shall be taken if the District-issued ID badge is misused in any way;
 - d. present photo identification (such as valid Florida driver's license) as requested by school or 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 District Human Resources Department or other appropriate District office.
7. Private Instructional Personnel are independent contractors 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 of Osceola County, Florida, and/or its employees or agents, regarding the determination of services to be delivered and the delivery of such services. No Private Instructional Personnel providing services under this Agreement shall be considered an employee, agent, servant, or representative of the School Board and such persons are not authorized to represent themselves as employees, agents, servants, or representatives of the School Board, or to obligate or bind the School Board in any manner.
8. Florida law provides that the collaboration of public-school personnel and Private Instructional Personnel shall be designed to enhance, but not supplant, the school district's responsibilities under IDEA. The parent does not waive the student's right to a free and appropriate public education under the IDEA by engaging the services of a provider

⁵ Superintendent shall include Deputy Superintendent.

pursuant to this Agreement. Moreover, Florida law provides that collaboration of public and private personnel will work to promote educational progress and assist students in acquiring essential skills. Public and private instructional personnel shall undertake collaborative programming. Thus, the Private Instructional Personnel shall collaborate with the student's parent(s), teachers, and principal to avoid duplication or conflicting services or plans. Nothing in this section shall permit Private Instructional Personnel to interrupt classroom instruction while providing services, interfere with the authority of Board employees, and/or rely upon or require Board employees to act as a communication intermediary between Private Instructional Personnel and parents. Collaboration as contemplated in this section shall be subject to the stipulations contained in subsections (3) and (10) of this Agreement.

9. The Private Instructional Personnel providing services under this Agreement shall:
 - a. provide evidence of commercial general liability insurance on an occurrence basis with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability:
 - i. There shall be no exclusions for contracted liability;
 - ii. The School Board of Osceola County, Florida/School District of Osceola County, Florida, shall be named as an additional insured for claims arising out of this policy without limitation or exception.
 - b. shall provide evidence of workers' compensation insurance for all employees providing services under this Agreement, unless exempt by law.

- c. shall provide evidence of professional liability & errors and omissions coverage for each individual serving in a professional status. Liability shall be on a claims basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - d. 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.
 - e. all insurance required by this Agreement shall be subject to approval by the School Risk Management Department both as to coverage and the insurance carrier.
10. The Private Instructional Personnel providing services under this Agreement and the School Board specifically agree that:
- a. For services that are appropriately delivered outside of the classroom setting, the School Board/school shall provide a location at the student’s school for the delivery of services to the student.
 - b. For services the Private Instructional Personnel and the principal and teacher(s) agree shall occur during Core Instructional Time, services may be delivered in a student’s classroom. These services may not be delivered if such delivery disrupts or otherwise interferes with the education of other students in the classroom. Private Instructional Personnel shall not in any manner, either inside or outside of the classroom, interfere with the teacher’s authority and responsibility under Florida Statutes Section 1003.32 (2022), or otherwise attempt to undermine or interfere with the teacher’s judgment and performance of his/her duties as an educational

professional. Such behavior may result in the Private Instructional Personnel being prohibited from providing services in the student's classroom prospectively.

- c. Where Private Instructional Personnel are permitted to observe or deliver services in the student's classroom, this permission will be subject to the notice requirement of the collective bargaining agreement between the School Board and the Osceola County Education Association, and the frequency and duration of any observation(s) and/or delivery of services shall be determined by the school's principal and the classroom teacher in order to minimize classroom disruption.
 - d. Payment for services rendered by Private Instructional Personnel pursuant to this Agreement is solely the obligation of the student's parent or legal guardian.
 - e. If the School Board has developed a crisis intervention plan for a student as that term is defined in Florida Statutes §1003.573(6), Private Instructional Personnel shall not interfere with the implementation of the student's crisis intervention plan in the school setting.
11. Private Instructional Personnel providing services under this Agreement 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, both with respect to the student or students being served by the Private Instructional Personnel and with respect to all other students on the campus or campuses where Private Instructional Personnel are permitted to enter a classroom or area where other students are present pursuant to this Agreement. Private Instructional Personnel shall not collect, use, disseminate, or discuss information concerning another "non-client" student at any time

with any other individual nor shall the Private Instructional Personnel interact with any student in the classroom who is not the Private Instructional Personnel's client/patient.

12. No Private Instructional Personnel providing services under this Agreement shall obtain any audio or video recordings while on School Board property, at any time or for any purpose whatsoever.

13. Pursuant to Florida Statutes §1003.573, only authorized school personnel may restrain a student and seclusion of a student is prohibited by state law. Private Instructional Personnel may not execute a restraint of any student client while providing services under this Agreement and failure to abide by this restriction may result in exclusion of the provider from any and all public non-charter schools situated in Osceola County, Florida, prospectively. Further, Private Instructional Personnel may not interfere in the restraint of a student client undertaken by authorized school personnel where authorized school personnel have initiated a restraint pursuant to the authority conferred in §1003.573.

14. A waiver by any 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 this Agreement.

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

16. The Private Instructional Personnel providing services under this Agreement shall defend, fully indemnify, and hold harmless The School Board of Osceola County, Florida, and its officers, agents and employees for any expense, cost, loss, damage, claim, judgment, or claims bill incurred or rendered against same, including attorneys' 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, 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 Osceola County Public School 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. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the School Board to indemnify or hold harmless any party, including, but not limited to the Private Instructional Personnel.

17. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

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

19. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the School Board and Private Instructional Personnel or any other party or cause either party to be responsible in any way for the debts and obligations of the other party.

20. This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of last execution below.

The School Board of Osceola County, FL

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Private Instructional Personnel

Therapist
Signature: _____

Therapist
Print Name: _____

Title: _____

Date Signed: _____

Attest (Witness):

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Attest (Witness):

Signature: _____

Print Name: _____

Title: _____

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 an Osceola County Public School.

Parent/Guardian/Educational Surrogate Requesting Services

Parent / Guardian Signature

Print Parent / Guardian Name

Date: _____

EXHIBIT A

The School District of Osceola County, Florida
PARENTAL CONSENT FORM – PRIVATE INSTRUCTIONAL PERSONNEL

To be completed by the Parent/Guardian/Educational Surrogate

Student Last Name First M. School

Student ID # Grade DOB

Check Type of Therapy: BACB BCaBA RBT OT PT SLP Psychologist Clinical Social Worker

First and Last name of Private Provider Private Provider Address City State Zip

Private Provider Phone # Private Provider E-mail

Agency Issuing Certificate (License) Certificate (License) # (RBT #) Certificate (License) Expiration Date

Self Employed Yes No Employing Agency:

(**RBTs must indicate employing agency**) Agency Medicaid #:

Supervising Behavior Analyst Certification #

Name of Supervising Behavior Analyst – Supervising above listed RBT/ BCaBA Agency Address City State Zip

Supervising Behavior Analyst Phone # Supervising Behavior Analyst e-mail

Summary of Services to be provided:

Consent and Hold Harmless

I, consent to the above-named service provider to provide services to my child, at during the current school year.

I/We, the undersigned Parent(s), agree to defend, fully indemnify, and hold harmless The School District of Osceola County, Florida, and its employees for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against the School District of Osceola 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 actions 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