

**IDEA Florida  
Policy  
Procedures for Collaboration of Public and Private  
Instructional Personnel**

**Section 1: Introduction**

Florida law provides for the collaboration of public and private instructional personnel designed to enhance but not supplant a Local Education Agency's responsibilities under the Individuals with Disabilities Education Act (I.D.E.A). A parent can hire certain professionals to observe the student in the educational setting, collaborate with instructional personnel, and provide services in the educational setting, provided that:

- 1) the instructional personnel and principal consent to the time and place, and
- 2) the private instructional personnel satisfy the requirements of section 1012.32 or 1012.321, Florida Statutes. This program may not replace or interfere with the School's responsibilities under the IDEA.

**Section 2: Authorizing Statute**

Section 1003.572, Florida Statutes

**Section 3: Limitations**

Only the following professionals are eligible to participate:

- 1) 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.
- 2) Registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals described in paragraph 1) 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.
- 3) Speech-language pathologists licensed under s. 468.1185.
- 4) Occupational therapists licensed under part III of chapter 468.
- 5) Physical therapists licensed under chapter 486.
- 6) Psychologists licensed under chapter 490.
- 7) Clinical social workers licensed under chapter 491.

**Section 4: Procedures**

Adopted: September 15, 2021

Revised: October 14, 2022

4.1 The parent/guardian(s) must complete the first section of the application packet, Request for Collaboration of Public and Private Instructional Personnel. When completed, the form shall be submitted to the student's school.

4.2 The school shall review the student's schedule and complete the second section of the Request packet, Available Times for Collaboration. Please note that the times available to provide direct services to the student will be limited to non-instructional time, including lunch and special areas. When completed, the school shall retain a copy of the Request packet and return the original to the parent to give to the private instructional professional.

4.3 The private instructional professional shall complete the third section of the Request packet, Private Instructional Personnel Request to Provide Services, and submit it in person to the School's Human Resources Department. In addition to the form, all applicants will be required to submit proof that they have passed the ~~Hillsborough~~ local School District vendor background screening requirements and obtained an identification badge and proof of both licensure and insurance as outlined in the Request packet.

4.4 If the private instructional professional has provided all of the required documents, Human Resources will make two copies of the completed Request packet. One copy will be kept on file at Human Resources, the other copy will be provided to the parent/guardian, and the original will be returned to the school for placement in the student's education records.

4.5 After obtaining the identification badge from the District, the private instructional professional shall contact the school to coordinate contact with the student according to the approved schedule.

# Request for Collaboration of Public and Private Instructional Personnel

## Section 1 – Parent/Guardian Request and Consent

### **A. Student Information**

Name: \_\_\_\_\_ School/Center: \_\_\_\_\_  
(First) (MI) (Last)

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

### **B. Parent/Guardian Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
(First) (MI) (Last)

Address: \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

### **C. Private Instructional Personnel Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

Profession: \_\_\_\_\_ License #: \_\_\_\_\_

Licensing Agency: \_\_\_\_\_

License Expiration: \_\_\_\_\_

**D. Private Instructional Personnel Employer Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**E. Types of Services Requested (check those that apply)**

Observation: \_\_\_\_\_

Direct Provision: \_\_\_\_\_

**F. Consent**

By signing below, I/we consent to having the above-named private instructional personnel provide services to my/our child at school during regular school hours during the 2021-2022 school year. I/We understand that school staff and the private instructional professional will share private information about my/our child with each other and that services provided cannot replace those that the School must provide under the IDEA and my/our child's IEP.

I/We also agree to defend, fully indemnify, and hold harmless IDEA Florida, Inc., and its employees and agents for any expense, cost, loss, damage, claim, judgment incurred or rendered against IDEA Florida INC., including attorney's fees and investigation expenses on account of any intentional or negligent acts or omission of the private instructional personnel hired by me/us.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

## Section 2 – Available Times for Collaboration

### **A. Available Times for Observation**

<u>Day</u>	<u>Time(s)</u>	<u>Class(es)</u>	<u>Location</u>	<u>Teacher</u>
Monday	_____			
	_____			
Tuesday	_____			
	_____			
Wednesday	_____			
	_____			
Thursday	_____			
	_____			
Friday	_____			
	_____			

### **B. Available Times for Direct Provision of Services (non-instructional time only)**

<u>Day</u>	<u>Time(s)</u>	<u>Class(es)</u>	<u>Location</u>	<u>Teacher</u>
Monday	_____			
	_____			
Tuesday	_____			
	_____			
Wednesday	_____			
	_____			

Thursday

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Friday

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**C. Available Times for Consultation** (Requires confirmation at least 24 hours in advance)

<u>Day</u>	<u>Time(s)</u>	<u>Class(es)</u>	<u>Location</u>	<u>Teacher</u>
Monday	_____			
	_____			
Tuesday	_____			
	_____			
Wednesday	_____			
	_____			
Thursday	_____			
	_____			
Friday	_____			
	_____			

## Section 3 – Private Instructional Personnel Request to Provide Services

### A. Provider and Provider Employer

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

Profession: \_\_\_\_\_ License #: \_\_\_\_\_

Licensing Agency: \_\_\_\_\_ License Expiration: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### B. Required Documentation

All private instructional personnel seeking to provide professional services at a facility of IDEA IDEA Florida Inc., shall provide proof of the following:

1. Worker's Compensation Coverage (\$1,000,000)
2. General Liability Insurance (\$1,000,000 with School Board of IDEA Public Schools, named as additional insured).
3. Professional Liability/Errors and Omissions Insurance (\$1,000,000)
4. Driver's License
5. Professional License/Certification
6. Passage with the local School District of a background check pursuant to section 1012.32 or 1012.321, Florida Statutes, and issuance of a District Vendor ID. badge

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**C. Access to School**

By signing below, I agree that my provision of services is subject to the approval of the principal and teacher(s) as to time and place. I also agree to wear my **District-issued identification badge** and to sign in and out at the school office upon arrival and departure.

\_\_\_\_\_  
Initial

**D. Indemnification Agreement**

By signing below, I understand and agree that I am providing services as an independent contractor and shall be solely responsible for determining what those services will be. I will not be subject to the direct supervision or control of the School Board of IDEA Public Schools, its employees, or special service providers with respect to the provision of services. I am not an employee of IDEA Florida Inc., nor may I represent myself as one.

In addition, I shall defend, fully indemnify, and hold harmless Florida Inc., and its employees and agents for any expense, cost, loss, damage, claim, judgment, or claims bill incurred or rendered against same, including attorney’s fees and investigation expenses on account of any intentional or negligent acts or omissions by me or one of my employees arising out of the use of any facility or the provision of any service pursuant to this agreement.

\_\_\_\_\_  
Initial

**E. Confidentiality**

By signing below, I agree to comply with 20 USC 1232g (FERPA); 34 CFR §§99.31 and 99.33; section 1002.22, Florida Statutes; State Board of Education Rule 6A-1.0955; and any other law, rule, or regulation regarding the confidentiality of student information and records.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed