



# THE SCHOOL DISTRICT OF OSCEOLA COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (PIP) PACKET

### Frequently Used Terms:

- “PIP” means a Private Instructional Personnel defined by Section 1003.572, Florida Statutes.
- “RBT” means a Registered Behavior Technician. An RBT is required to be supervised and employed by a BCBA or another individual licensed under Chapter 490 or Chapter 491 of the Florida Statutes for applied behavior analysis services.
- **(NOTE: If hiring an RBT, both the supervising BCBA ("PIP") and RBT must complete this packet)**
- “SDOC” and/or “District” means School District of Osceola County
- “IEP” means Individual Education Plan as defined by the Individuals with Disabilities in Education Act
- “ESY” means Extended School Year.

### Processing the PIP Packet:

1. **IMPORTANT:** Approval of a PIP Packet can take up to thirty (30) calendar days. PIP Packets are processed in the order they are received. Delays may occur if the PIP/RBT has not completed the vendor, and fingerprinting process or if the PIP Packet is incomplete.
2. Notification will be sent to the Parent/Legal Guardian and school-based personnel once the packet is approved.
3. It is the responsibility of the Parent/Legal Guardian to contact the school to schedule a meeting to discuss the student’s IEP, services the PIP will be providing, time and place the PIP will provide the services, school safety procedures, student confidentiality, and other appropriate matters.

### Directions for Completing the PIP Packet:

1. The PIP/RBT must complete the fingerprinting /badging process and be an approved vendor with the School District of Osceola Schools before submitting the PIP packet.
2. Review the packet to ensure all required documentation is gathered before submitting the PIP Packet to SDOC.
3. Parent/Legal Guardian are the only ones allowed to speak to the ESE department about the PIP packet.
4. Parent/Legal Guardian and PIP/RBT must read and complete the entire PIP Packet.
5. Parent/Legal Guardian and PIP/RBT must submit the packet to: [eseprivateprovider@osceolaschools.net](mailto:eseprivateprovider@osceolaschools.net). If the PIP/RBT submits a packet they must cc the Parent/Legal Guardian in the email.
6. Parent/Legal Guardian will receive emails from [eseprivateprovider@osceolaschools.net](mailto:eseprivateprovider@osceolaschools.net) . It is important to ensure this email address is not blocked or sent to spam folder.

DISTRICT OFFICE USE ONLY			
Approved Vendor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	_____
PIP Packet Complete:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	_____
PIP Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	_____
Approved/Denied By:	Name: _____		Title: _____
Contacted Parent/PIP:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	_____
Contacted School Staff:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	_____



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET  
CHECKLIST**

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**NOTE: If a RBT will be providing services, both the supervising Behavior Analyst (“PIP”) and RBT must complete the vendor registration, fingerprinting/badging, and this packet, including initialing ALL pages, and providing the supervising analyst's and the RBT’s information wherever required.**

The following are required to be completed before submitting a PIP Packet for review:

SDOC VENDOR REGISTRATION, FINGERPRINTING, AND BADGING - **Completed by PIP/RBT**

For information to begin the process as a vendor/contractor, email the request for the fingerprinting packet and payment instructions to: [fingerprints@osceolaschools.net](mailto:fingerprints@osceolaschools.net)

**NOTE:** Fingerprinting clearance and approved vendor status are valid for five (5) years from the date of fingerprinting. When the fingerprinting record expires, the PIP/RBT\* will need to complete the fingerprinting/badging process again. If the badge expires, the PIP/RBT\* will not be allowed to provide any services on any SDOC campus.

All pages INITIAL EACH PAGE - **Completed by PARENT/GUARDIAN and PIP/RBT**

Page 3 READ [SECTION 1003.572, FLA. STAT.](#) - **Completed by PARENT/GUARDIAN and PIP/RBT**

Pages 4-5 “PARENT/GUARDIAN CONSENT FORM” - **Completed by PARENT/GUARDIAN**

Pages 6-7 “PIP INFORMATION” - **Completed by PARENT/GUARDIAN and PIP/RBT**

Pages 8-14 “PIP AGREEMENT” - **Completed by PARENT/GUARDIAN and PIP/RBT**

**Additional Documentation required to be submitted by PIP/RBT Pursuant to this Section:**

Copy of current Florida issued Contractor Badge (Front and Back)

Proof of Worker’s Compensation Insurance (see guidelines)

Proof of Professional Liability Insurance. Add SDOC as a Certificate Holder for Insurance (see insurance example)

Proof of Licensure/Certification

[Click here for PIP Insurance Examples](#)

(Page 15) “CONFIDENTIALITY STATEMENT” - **Completed by PIP/RBT**

(Page 16) “COMMUNICATION AGREEMENT” - **Completed by PIP/RBT**

**NOTE:** It is understood that page 17 cannot be completed until after approval of the PIP packet, however, it must be completed before services commence.

***The PIP Packet is only valid until the end of the current school year (inclusive of ESY, if applicable)***

Parent \_\_\_\_\_ PIP \_\_\_\_\_ RBT \_\_\_\_\_



THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET  
SECTION 1003.572, FLORIDA STATUTES

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## The 2023 Florida Statutes

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[Title XLVIII](#)

[Chapter 1003](#)

[View Entire Chapter](#)

EARLY LEARNING-20 EDUCATION CODE PUBLIC K-12 EDUCATION

**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).

(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). 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; s. 1, ch. 2022-46; s. 1, ch. 2023-281.



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET  
PARENT/GUARDIAN CONSENT FORM**

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Parent/Guardian to Complete this Form

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Student Grade: \_\_\_\_\_

School Name: \_\_\_\_\_ Student ID: \_\_\_\_\_

I, \_\_\_\_\_ (Parent/Legal Guardian Name), swear or affirm that I have the authority under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) to release the above-named student records. I hereby authorize The School District of Osceola County (SDOC) to engage in verbal and/or written communication with and disclose the above-named student’s educational record(s) to the following person/company:

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

PIP Email: \_\_\_\_\_

RBT Name: \* \_\_\_\_\_ RBT Phone: \* \_\_\_\_\_

RBT Email: \* \_\_\_\_\_

\_\_\_\_\_ (Parent/Guardian Initials) 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. The following educational records may be disclosed. **Place an “x” next to the records that can be released/discussed:**

- Academic information including**, but not limited to, registration information, grades, standardized tests results, progress reports, report cards, transcripts, attendance, and class schedule.
- Disciplinary information including**, but not limited to referrals, discipline investigations, threats assessments, and classroom behavior reports.
- Health information including**, but not limited to, immunizations, physicals, screening, mental health documentation, and any documented medical diagnosis.
- ESE information** including, but not limited to, current and prior IEP, matrix, and evaluations.
- Other:** \_\_\_\_\_

The records may be released by (choose all that apply):  Mail  Secure Email  Fax  In-Person

\_\_\_\_\_ (Parent/Guardian Initials) I understand that I may revoke this consent at any time by notifying SDOC in

**writing.** Revocation will be effective upon receipt except to the extent that action has been taken in reliance on this consent. In addition, this authorization will expire **one (1) year** after the date signed, or on 6/30/2024, whichever occurs **first**.





THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL ("PIP") PACKET  
PIP INFORMATION

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Parent/Guardian to Complete this Section

DOB: \_\_\_\_\_

Student Name: \_\_\_\_\_

Student Grade: \_\_\_\_\_

School Name: \_\_\_\_\_

Student ID: \_\_\_\_\_

I have read Section 1003.572, Florida Statutes, and I request the following PIP be allowed to provide the following services for the student named above:

Consultation

Observation

Direct Instruction

_____ Parent Name	_____ Parent Signature	_____ Date
_____ Parent Name	_____ Parent Signature	_____ Date

PIP to Complete this Section

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

PIP Email: \_\_\_\_\_ PIP Company: \_\_\_\_\_

Company's Contact: \_\_\_\_\_

Company Contact's Email: \_\_\_\_\_

The PIP listed above is (check one):

Owner of Company

Employee of Company

Independent Contractor of Company

This PIP holds the following credentials. Place an "x" to all that apply (proof of credentials must be attached to this Agreement):

- Individual 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.
- Speech-language pathologists licensed under s. 468.1185.
- Occupational therapists licensed under part III of chapter 468.
- Physical therapists licensed under chapter 486.
- Psychologists licensed under chapter 490.
- Clinical social workers licensed under chapter 491.

\_\_\_\_\_  
Agency Issuing Professional License

\_\_\_\_\_  
Professional License Number

\_\_\_\_\_  
Professional License Expiration Date



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL ("PIP") PACKET  
RBT\* INFORMATION**

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**Parent/Guardian to Complete this Section**

Student Name: \_\_\_\_\_

DOB: \_\_\_\_\_

School Name: \_\_\_\_\_

Student Grade: \_\_\_\_\_

Student ID: \_\_\_\_\_

I have read Section 1003.572, Florida Statutes, and I request the following RBT\* be allowed to provide the following services for the student named above:

Consultation

Observation

Direct Instruction

\_\_\_\_\_  
Parent Name

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Name

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

**RBT\* to Complete this Section**

RBT\* Name: \_\_\_\_\_ RBT Phone: \_\_\_\_\_

RBT\* Email: \_\_\_\_\_

Supervising\* Company: \_\_\_\_\_

Company's\* Contact: \_\_\_\_\_

Company Contact's\* Email: \* \_\_\_\_\_

The RBT\* listed above is (check one):

- Owner of Company     Employee of Company     Independent Contractor of Company

**The RBT\* holds the following credentials (proof of credentials must be attached to this Agreement):**

- Registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of a BCBA by assisting and supporting such individuals in the provision of applied behavior analysis services. To provide services, a registered behavior technician must be employed by BCBA.

\_\_\_\_\_  
Agency Issuing Professional License

\_\_\_\_\_  
Professional License Number

\_\_\_\_\_  
Professional License Expiration Date



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET  
PIP AGREEMENT**

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*Parent/Guardian and PIP/RBT to Complete this Section*

We, the parent/guardian and PIP/RBT (collectively “the Parties”), understand and agree to the provisions contained in this “PIP Agreement.” Further, the Parties understand that violation of any of the provisions contained herein may result in the removal of the PIP’s/RBT’s privilege of providing services on a School District of Osceola County campus (items that require submission of documents with this PIP Packet are highlighted):

- The Parties will submit a completed packet for approval. The packet will not be processed until it is complete with all required documents on the checklist (see page 2 for the checklist). This process can take up to thirty (30) Calander days and may require additional documents. Requests for additional documentation may extend the timeline.
- The PIP Packet is required to be submitted each school year in order for the PIP/RBT to provide services.
- The parties will adhere to the School Board of Osceola County, Florida, (hereinafter “School Board”) Rules found under the “Leadership” tab located at: [The School District of Osceola County, Florida / District Home](#)
- The PIP/RBT will adhere to any school procedures including, but not limited to, adhering to the school’s procedures regarding the safety and security of the school campus (i.e. entry, sign-in/sign-out, etc.).
- The Parties understand that if the PIP/RBT violates any policies and/or procedures, they may be asked not to return to the school’s campus to provide services. In the event the PIP is an RBT and the RBT’s supervising BCBA violates a policy or procedures, the RBT and BCBA will have privileges removed.
- The PIP/RBT will comply with Section 1003.572, Florida Statutes, requiring certification or licensure and will submit said proof with this PIP Packet. The PIP/RBT will submit proof of licensure/certification annually within the existing school year. The PIP/RBT understands that it is the responsibility of the PIP/RBT to provide updated licensure to SDOC to continue providing services, if the licensure/certification expires within the current school year.
- The PIP/RBT will 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 the PIP Packet being submitted.





## THE SCHOOL DISTRICT OF OSCEOLA COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

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- The PIP/RBT will comply with background screening requirements set forth in Section 1003.572, Florida Statutes (incorporating Sections 1012.32 and 1012.321, Florida Statutes). Security clearance will be determined in accordance with School Board Policies and Florida Statutes.
- The PIP/RBT will maintain an up-to-date Florida issued contractor badge and will provide proof to the school where services are being rendered that the vendor badge has been renewed if expired.
- The PIP/RBT will present a valid photo identification (i.e., current driver’s license) as requested by SDOC staff while on SDOC property.
- The PIP/RBT will check in at the front office upon arrival at the approved school, provide the required identification for security scan, obtain a visitor’s badge, always display the visitor and vendor badge while on the approved school’s campus, and sign-out upon exiting.
- The PIP/RBT cannot be provided access to the student on an SDOC campus, until the PIP Packet is approved by SDOC, and the time and place of services is agreed to by the student’s school. The PIP/RBT and school should attempt to limit services during core instructional time.
- The Parties understand that the PIP/RBT is not permitted to be on SDOC property to provide services to the assigned student. The PIP/RBT understands that if SDOC staff observe the PIP/RBT not providing services to the student as agreed upon, the observation may be reported to the PIP’s/RBT’s\* company and/or Parent/Legal Guardian of the student.
- The Parties agree that the PIP/RBT must refrain from all use of physical restraint with a student while on The School District of Osceola County property. The refrainment includes, but is not limited to, the use of physical restraint included in de-escalation programs, whether or not the PIP/RBT is currently certified. In the event that crisis intervention procedures are necessary for the student’s safety, or the safety of others, trained School District of Osceola County staff will determine to what extent crisis intervention is needed and will implement said procedures.
- The PIP/RBT will provide services to enhance, but not supplant, School District of Osceola County responsibilities under the Individuals with Disabilities in 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.



# THE SCHOOL DISTRICT OF OSCEOLA COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

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- PIP/RBT 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, the school and the PIP/RBT shall undertake collaborative programming. Coordination of services and plans between a school and PIP/RBT is encouraged to avoid duplication or conflicting services or plans.
- The collaboration between school staff and the PIP/RBT 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.
- The PIP/RBT, school administration classroom teacher(s), and any other school-based staff deemed appropriate, must create an agreed upon schedule describing the services to be provided and the time and place for the PIP/RBT to provide said services while the student is at school. This schedule must be completed/reviewed/revise before the PIP/RBT provides services. If the IEP is amended (if the amendment impacts the same services the PIP/RBT provides to avoid duplication of services), and throughout the school year as deemed appropriate by the parties and/or school.
- The school administration and classroom teacher(s), and any other school-based staff deemed appropriate, 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 school administration must adhere to the collective bargaining agreement for instructional employees. Services may only be delivered in the student’s classroom/other school settings according to the student’s schedule. Services will be provided with the express permission of the principal and instructional staff, 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 later, it is determined that the services are disrupting the educational process for the 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 PIP/RBT will adhere to the scheduled times and locations of services provided as agreed to by the school administration, classroom teacher(s), and the PIP/RBT.
- The PIP/RBT will provide reasonable advance notice of at least forty-eight (48) hours to the school's principal for classroom observations, SDOC standard frequency and duration for observations shall be once every semester or ninety (90) day period, for sixty (60) minutes, in order to minimize classroom disruption.



## THE SCHOOL DISTRICT OF OSCEOLA COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

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SDOC standard frequency and duration may be modified on a case-by-case basis with approval from the school’s principal and relevant SDOC District staff. SDOC reserves the right to have an SDOC staff member with the same or similar credentials as the PIP/RBT accompany the PIP/RBT for an observation (NOTE: this requirement is for observations only and does not include pre-arranged scheduled services to be conducted by the PIP/RBT).

- The PIP/RBT will provide a copy of the private plan of care/private behavior plan with the applicable sections highlighted to be implemented within the educational setting.
- The PIP/RBT will provide a copy of all data collected in the school setting as agreed upon between school and PIP/RBT.
- The PIP/RBT may not be present during state/district testing.
- At no time shall the PIP/RBT act in place of the classroom teacher(s) or other school personnel and will not be left alone with the student to provide supervision unless previously agreed upon by school administration and the parent/guardian.
- At no time shall a PIP/RBT intervene with other students in the classroom.
- At no time shall a PIP/RBT take any photographs, audio recordings or videos while in the school setting.
- The parent/legal guardian will notify the school immediately if there is a change to the PIP/RBT provider; and/or, if the PIP/RBT is no longer providing services to the student. If another PIP/RBT will be providing services, the Parties must complete and submit a new packet to The School District of Osceola County.
- The Parties understand that some goals that are appropriate in another setting may not be able to be implemented in a school setting, and therefore, the PIP/RBT understands the PIP’s/RBT’s services may need to be updated so the services are conducive to the school setting.
- If the student’s IEP team determines that Extended School Year (ESY) is needed for the student to receive FAPE. The RBT schedule will remain the same as during the regular school year, taking into consideration that the ESY schedule will not reflect a typical school day.



# THE SCHOOL DISTRICT OF OSCEOLA COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

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- In the event the student transfers to another School District of Osceola County Public School, it is the Parent/Legal Guardian 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 as detailed herein in the new setting.
- Medicaid billing by the school district will not impact Medicaid billing by the private provider.
- The parties understand that anything the PIP/RBT observes regarding other School District of Osceola County student is confidential and protected by School Board Policies, Florida Statutes, the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Parts 160-164).
- The Parties will report all concerns about the student directly to the appropriate school staff for discussion and remedy, if appropriate.
- The PIP/RBT 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/RBT 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.
- The Parties acknowledge that the PIP is not an employee, agent, or assignee of the School Board. The Parties further agree that the PIP/RBT does not have an expectation of employment with the School Board. The Parties agree that the undersigned PIP/RBT 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 PIP/RBT will provide proof of employment on company letterhead.
- 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/RBT. Furthermore, the Parents/Legal Guardian hereby fully release the School Board from 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/RBT. This release of liability specifically includes but is not limited to all claims concerning the School Board’s supervision, direction, or control of the PIP/RBT; the care, custody, and/or control of the student if the PIP/RBT provides services outside of the classroom; and the allowance of the PIP/RBT to be present on School Board property or action School Board property.



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET**

**PIP AGREEMENT**

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- The Parties agree and acknowledge that the undersigned PIP/RBT shall indemnify, protect, and hold harmless the School Board for 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/RBT. 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/RBT, then such PIP/RBT 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/RBT. The undersigned PIP/RBT 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/RBT.
  
- The PIP/RBT providing services under this Agreement will providing evidence of the following:
  - Commercial general liability insurance on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and two Million Dollars (\$2,000,000.00) aggregate, covering bodily injury, including death, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability.

The School Board must be listed as a Certificate Holder for insurance:  
**The School District of Osceola County, Florida**  
**817 Bill Beck Boulevard Kissimmee, FL 34744**
  - Workers' compensation insurance in statutory amounts in an amount not less than One Million dollars (\$1,000,000.00) each accident/disease for the PIP/RBT and all employees providing services under this Agreement.
  - Professional liability insurance for all claims as a result of an action, lack of action, error or omission by PIP/RBT, its employees or subcontractors in an amount not less than One Million Dollars (\$1,000,000.00) each claim and Two Million Dollars (\$2,000,000.00) aggregate.
  - 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
  - All insurance required shall be subject to approval by the School Board Risk Management Department as to coverage and the insurance carrier.



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET**

**PIP AGREEMENT**

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- The School Board specifically reserves 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 parties 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 venue for any suit, court action or litigation arising out of this PIP Packet, or services rendered by the PIP/RBT, where the School Board is listed as a party, shall be in Osceola County, Florida.

**I acknowledge receiving and reviewing this PIP Agreement and understand the terms and conditions set forth herein for the student listed below:**

**Student Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**School Name:** \_\_\_\_\_ **Student Grade:** \_\_\_\_\_

**Student ID:** \_\_\_\_\_

_____	_____	_____
Parent Name	Parent Signature	Date

_____	_____	_____
Parent Name	Parent Signature	Date

_____	_____	_____
PIP Name	PIP Signature	Date

_____	_____	_____
RBT* Name	RBT* Signature	Date



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL ("PIP") PACKET  
CONFIDENTIALITY STATEMENT**

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**PIP/RBT to Complete this Form**

**DOB:** \_\_\_\_\_

**Student Name:** \_\_\_\_\_ **Student Grade:** \_\_\_\_\_

**School Name:** \_\_\_\_\_ **Student ID:** \_\_\_\_\_

As a PIP/RBT providing services to the above-named student in The School District of Osceola County Public School, I acknowledge that certain information about the SDOC student population is contained in records created and maintained by SDOC. I understand that this information is confidential and protected by School Board of Osceola County, Florida ("School Board"), Policies, Florida Statutes, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Parts 160-164).

I further acknowledge that I might observe and/or overhear verbal conversations about another SDOC student that are confidential and protected by the above-named statutes and/or regulations. The confidential information cannot be disclosed unless valid consent is obtained from eligible students or the student's Parent/Legal Guardian. I agree to protect these records in compliance with School Board Policies, Florida Statutes, FERPA, and HIPAA.

I acknowledge that I may create and maintain records pertaining to the above-named student and these records, when shared with SDOC, will be maintained and protected by SDOC in the same manner as SDOC educational records. I agree that I may also receive and/or have access to, records or record systems that are subject to School Board Policies, Florida Statutes, 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 SDOC 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 immediately terminate my access to the above-named student and/or any other student, served by the SDOC-on-SDOC Property.

_____	_____	_____
PIP Name	PIP Signature	Date
_____	_____	_____
RBT* Name	RBT* Signature	Date



**THE SCHOOL DISTRICT OF OSCEOLA COUNTY  
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET  
COMMUNICATION AGREEMENT**

(Page 16 of 16)

PIP/RBT to Complete this Form

DOB: \_\_\_\_\_

Student Name: \_\_\_\_\_

Student Grade: \_\_\_\_\_

School Name: \_\_\_\_\_

Student ID: \_\_\_\_\_

As a non-School Board of Osceola County, Florida (“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/RBT 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/RBT will provide any feedback/suggestions on implementation of interventions and strategies to the classroom staff and resource compliance specialist in writing. The RCS will coordinate with district BCBA and pertinent members a pre-conference to coordinate and discuss strategies.
- The PIP/RBT will be responsible for supervision of the student identified above if providing services outside of the classroom; school staff will be present to provide supervision at all other times.
- The PIP/RBT will not be present for any State or District testing.
- The PIP/RBT will not intervene with any other students in the classroom other than the student identified above.
- The PIP/RBT will not audiotape, audio file, video, photograph, etc. while on the school campus.
- The PIP/RBT will provide copies of all data collected in the school setting as agreed upon by the student’s school-based team and PIP/RBT.

***For RBTs Only\****

- The supervising BCBA will share a copy of the Plan of Care with the student's school-based team. The team will collaborate with supervising BCBA and RBT to review students’ school BIP to agree upon the plan of care to be implemented by the RBT. Coordination of services and plans between public school and private instructional personnel is encouraged to avoid duplication or conflicting services or plans.
- If the PIP/RBT have a concern regarding behavioral strategies in the classroom, the PIP/RBT agrees to present the concerns to school administration, resource compliance specialist and the supervising BCBA who will convene to address the concerns.

\_\_\_\_\_  
PIP Name

\_\_\_\_\_  
PIP Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RBT\* Name

\_\_\_\_\_  
RBT\* Signature

\_\_\_\_\_  
Date