



SCHOOL DISTRICT OF MANATEE COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET

(Page 1 of 18)

Directions for Completing the PIP Packet:

1. The PIP/RBT* must complete Level 2 school district screening if providing therapy services **BEFORE** submitting the PIP packet, as copy of the badge will be required before the PIP/RBT* can be considered for approval.
2. Review the checklist on the following page to ensure all required documentation is gathered **BEFORE** submitting the PIP Packet to SDMC.
3. Parent/Legal Guardian and PIP/RBT* must read and complete the entire PIP Packet.
4. Parent/Legal Guardian and PIP/RBT* must initial all pages of the PIP Packet.

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 Level 2 school district screening process or if the PIP Packet is incomplete.**
2. Notification will be sent to the Parent/Legal Guardian, PIP/RBT* and school-based personnel once the packet is approved.
3. It is the responsibility of the PIP to contact the school-based team 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. Parent attendance is encouraged, but optional.

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)
- “SDMC” and/or “District” means School District of Manatee County
- “IEP” means Individual Education Plan as defined by the Individuals with Disabilities in Education Act (20 U.S.C. §1400 et. seq.)

DISTRICT OFFICE USE ONLY			
Approved Level 2:	<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: _____



SCHOOL DISTRICT OF MANATEE COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET

CHECKLIST

(Page 2 of 18)

NOTE: If a RBT will be providing services, both the supervising Behavior Analyst (“PIP”) and RBT must complete the Level 2 school district screening 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:

_____ Level 2 School District Screening - **Completed by PIP/RBT***

If the badge is expired, the PIP/RBT* will not be allowed to provide any services on any SDMC 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 "AUTHORIZATION FOR THE RELEASE" - **Completed by PARENT/GUARDIAN**

_____ Pages 5-6 “PIP INFORMATION” - **Completed by PARENT/GUARDIAN and PIP/RBT***

_____ Pages 7-13 “PIP AGREEMENT” - **Completed by PARENT/GUARDIAN and PIP/RBT***

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

_____ Proof of Commercial General Liability Insurance

_____ Proof of Professional Liability Insurance

_____ Proof SDMC is a Certificate Holder for Insurance

_____ Proof of Employment

_____ Proof of Licensure/Certification

_____ (Page 14) “CONFIDENTIALITY STATEMENT” - **Completed by PIP/RBT***

_____ (Page 15) “COMMUNICATION AGREEMENT” - **Completed by PIP/RBT***

_____ (Page 16-17) "SDMC PIP School Behavior Plan Summary" - **Completed by PIP/RBT* - See Attachments for Fillable Word Document**

_____ (Page 18) “INITIATION OF SERVICES” - **Completed by PIP/RBT* and School**

NOTE: It is understood that page 18 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* _____
*If applicable



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

(Page 3 of 18)

The 2023 Florida Statutes

[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.



AUTHORIZATION FOR THE RELEASE OF EDUCATIONAL, MEDICAL, PSYCHOLOGICAL OR OTHER TREATMENT RECORDS AND INFORMATION
[MUST BE WITNESSED BY A SCHOOL BOARD EMPLOYEE OR NOTARIZED]

(Page 4 of 18)

I, _____, the parent or guardian of _____, whose social security number is XXX-XX-_____ and whose date of birth is _____ (the "Child"), HEREBY AUTHORIZE the following custodians of the Child's records, to furnish and release as indicated below, any and all student or patient records pertaining to the Child, maintained in their respective custody and control, including, but not limited to any and all student records, medical evaluations, psychological evaluations and any other pertinent records that may be deemed necessary by the receiving party for the purpose of Review Evaluation Diagnosis Development of Education Plan Other. **Such authorization shall also provide for the oral exchange of information between the designated parties regarding the Child, if the requesting party is a health care professional.**

(CHECK ALL THAT APPLY)

The School Board of Manatee County, Florida ("SBMC") is authorized to release:

TO:

(NAME OF RECIPIENT)

(ADDRESS)

AND/OR

_____ **is authorized to release:**

TO: The School Board of Manatee County*

(NAME OF SCHOOL)

(SCHOOL CONTACT)

(SCHOOL ADDRESS)

The foregoing authorization shall expire after 2 years from the date of this authorization or until revoked by me in writing to the custodian of such records. **The records may be released upon receipt of a copy or fax of this authorization.**

DATED this _____ day of _____, 20_____.

WITNESS:

(Witness must be a SBMC employee)

PARENT or GUARDIAN

Name: _____
School or Dept/Title: _____

Name: _____

Identification Verified (Include No.):

(State issued Driver's License, State issued photo I.D. or Passport)

OR

===== **OR** =====
COUNTY OF _____)
STATE OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me OR has provided _____ as identification.

(SEAL)

NOTARY PUBLIC
STATE OF _____ AT LARGE
COMMISSION EXPIRES: _____

* Records received by SBMC shall become part of the Child's educational records and subject to release upon legitimate request.



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

(Page 5 of 18)

Parent/Guardian to Complete this Section

Student Name: _____ DOB: _____

School Name: _____ Student Grade: _____

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 (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



**SCHOOL DISTRICT OF MANATEE COUNTY
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET
RBT* INFORMATION**

(Page 6 of 18)

Parent/Guardian to Complete this Section

Student Name: _____ **DOB:** _____

School Name: _____ **Student Grade:** _____

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



SCHOOL DISTRICT OF MANATEE COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

(Page 7 of 18)

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 an School District of Manatee 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) calendar 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 District of Manatee County, Florida, (hereinafter “School Board”) Policies found under the “School Board” tab located at, <https://www.manateeschools.net/>;
- 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 toSDMC to continue providing services, if the licensure/certification expires within the current school year;
- The PIP/RBT* will submit to a Level 2 school district screening 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;



SCHOOL DISTRICT OF MANATEE COUNTY
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP
AGREEMENT

(Page 8 of 18)

- 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 Level 2 badge and will provide proof to the school where services are being rendered that the badge has been renewed if expired;
- The PIP/RBT* will present a valid photo identification (i.e. current driver’s license) as requested by SDMC staff while on SDMC property;
- The PIP/RBT* will check in at the front office upon arrival at the approved school, provide the required identification for security scan, display the visitor and Level 2 badge at all times while on the approved school’s campus, and sign-out upon exiting;
- The PIP/RBT* cannot be provided access to the student on an SDMC campus, until the PIP Packet is approved by SDMC 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 on permitted to be on SDMC property to provide services to the assigned student. The PIP/RBT* understands that if SDMC 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/guardian of the student;
- The Parties agree that the PIP/RBT* must refrain from any and all use of physical restraint with a student while on School District of Manatee 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 Manatee 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 Manatee 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. Collaboration of the school and the PIP/RBT* will work to promote educational progress and assist



SCHOOL DISTRICT OF MANATEE COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

(Page 9 of 18)

- 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/ revised before the PIP/RBT* provides services, after an IEP meeting if the IEP is amended (if the amendment impacts the same services the PIP/RBY* 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 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 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. SDMC standard frequency and duration for observations shall be



SCHOOL DISTRICT OF MANATEE COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

(Page 10 of 18)

once every semester or ninety (90) day period, for sixty (60) minutes, in order to minimize classroom disruption. SDMC standard frequency and duration may be modified on a case-by-case basis with approval from the school’s principal and relevant SDMC District staff. SDMC reserves the right to have an SDMC 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 and complete the SDMC PIP School Behavior Plan Summary
- The PIP/RBT* will provide a copy of all data collected in the school setting quarterly and any made revisions to the private BIP;
- 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 recording, videos, or participate in virtual supervision while in the school setting; this is to ensure the privacy of staff and other students.
- The parent/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 School District of Manatee 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, a new schedule and authorization form for the PIP/RBT* must be established with staff at the ESY site. Parents/Guardians may elect to provide a copy of the packet to the ESY site to expedite the process and establish a schedule for collaboration;



SCHOOL DISTRICT OF MANATEE COUNTY PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP AGREEMENT

(Page 11 of 18)

- In the event the student transfers to another school in Manatee County, it is the parent/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 Manatee County students 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 any and 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/guardian 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/RBT*. 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 PIP/RBT*; the care, custody, and/or control of the student if the



SCHOOL DISTRICT OF MANATEE COUNTY
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET PIP
AGREEMENT

(Page 12 of 18)

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 Parties agree and acknowledge that the undersigned PIP/RBT* 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/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 provide evidence of the following:
 - Commercial general liability insurance and Professional liability insurance.
 - The School District must be listed as a Certificate Holder for insurance:
The School District of Manatee County
215 Manatee Avenue West, Bradenton, FL, 34205-8897
 - 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
- 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 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 Manatee County, Florida.



**SCHOOL DISTRICT OF MANATEE COUNTY
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET
CONFIDENTIALITY STATEMENT**

(Page 14 of 18)

PIP/RBT* to Complete this Form

Student Name: _____ **DOB:** _____

School Name: _____ **Student Grade:** _____

As a PIP/RBT* providing services to the above-named student in an Manatee County Public School, I acknowledge that certain information about the SDMC student population is contained in records created and maintained by SDMC, for which I may access. I understand that this information is confidential and protected by School Board of Manatee 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 SDMC 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/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 SDMC, will be maintained and protected by SDMC in the same manner as SDMC 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 SDMC 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 on SDMC Property.

PIP Name

PIP Signature

Date

RBT* Name

RBT* Signature

Date

**SCHOOL DISTRICT OF MANATEE COUNTY
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET SCHOOL BEHAVIOR
PLAN SUMMARY
(Page 16 & 17 of 18)**

Date: _____

Student: _____ Private Behavior Analyst: _____ RBT: _____

(This section to be completed by PIP)

Ensure interventions are clearly identified and described in sufficient detail so anyone reading the plan can effectively implement the interventions.

Behaviors Targeted at School (with Operational Definitions & Function(s):
Triggers/Antecedents:
Proactive/Preventative Strategies (Antecedent Manipulations):
Educational/Teach Interventions (Replacement Skills):
Reinforcement of Replacement Skills:
Response to Target Behaviors/Reduction Procedures:
Consequence Strategies:
Data Collection Method:
Crisis Management:

Please ensure that any form of "blocking" or "removal" does not restrict the free movement of the head, arms, legs, or torso of the student. In the event of a crisis, only school staff will implement SDMC policies and procedures. At no time can any RBT use any physical restraint with a student on any school campus.

Signature of PIP: _____ Signature of PIP: _____

PIP SCHOOL BEHAVIOR PLAN SUMMARY (continued)

Student: _____

(This section to be completed by District BCBA

Questions for School Staff:

When and where does the student display the target behaviors at school?

Does the student have an FBA/BIP? ___ Yes ___ No

Plan Summary Reviewed by District BCBA

Date: _____

Strategies that cannot be implemented or are not applicable at school:



**SCHOOL DISTRICT OF MANATEE COUNTY
PRIVATE INSTRUCTIONAL PERSONNEL (“PIP”) PACKET
INITIATION OF SERVICES
(Page 18 of 18)**

PIP/RBT* and School to Complete this Form

Student Name: _____ DOB: _____

School Name: _____ Student Grade: _____

Review the sections below and complete the section(s) that is applicable to the above-named student:

- An observation has been requested before services by the PIP/RBT* are initiated. SDMC District staff have been contacted and agree to accompany the PIP/RBT* during the observation. The date/time and supporting District staff member to be present for the observation is as follows:

Date	Start Time	End Time	District Staff Member

- The PIP/RBT* met with school personnel on _____(DATE) and discussed the following:
 - The student’s SDMC IEP **(required)**
 - School staff collaborated with the PIP/RBT* and review the PIP’s/RBT’s* School Behavior Plan Summary for the student to ensure that private and school based interventions are aligned and there are no duplication of services or anticipated conflicts **(Required)**
 - The PIP’s/RBT’s* proposed interventions to ensure the interventions can be implemented in a school setting **(required)**
 - The communication plan between the PIP/RBT* with the school staff to ensure ongoing collaboration and communication **(required)**
 - School procedures as they relate to safety/security, check-in/check-out, confidentiality of student records **(required)**
 - The student’s SDMC Function Behavior Assessment and Behavior Intervention Plan (FBA/BIP), if applicable
- The PIP/RBT* School Behavior Plan Summary **(must be reviewed by the SDMC BCBA)**

The school administration and PIP/RBT* have agreed to the following time and place for the PIP/RBT* to provide services (to be completed by school staff):

	Monday	Tuesday	Wednesday	Thursday	Friday
Time					
Place					

PIP Name	PIP Signature	Date
RBT* Name	RBT* Signature	Date
Principal/Designee Name	Principal/Designee Signature	Date