

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

PRIVATE SERVICE PROVIDER ACCESS AGREEMENT

THIS AGREEMENT is entered into by and between The School Board of Duval County, Florida, a body politic and corporate, whose address is Duval County Public Schools, 1701 Prudential Drive, Jacksonville, Florida 32207, hereinafter referred to as “School Board” or “School District” and _____ (hereinafter referred to as “Private Service Provider”),” as appropriate.

Recitals

WHEREAS, under Section 1003.572, Florida Statutes, parent(s) are permitted to have Private Instructional Personnel¹ in the following areas provide services at the student’s school of enrollment: (a) individuals certified under s. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in ss. 627.6686 and 641.31098; (b) speech-language pathologists licensed under s. 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapists licensed under Chapter 486; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491; and

WHEREAS, the District desires to also permit other Private Service Providers, outside of those listed in Section 1003.572, to provide services at a student’s school of enrollment; and

WHEREAS, a purpose of this Agreement is to provide compliance with §1003.572, Fla. Stat., pursuant to which Private Instructional Personnel, as well as other Private Service Providers, will be permitted to deliver services to students enrolled in Duval County Public Schools² at each student’s school of enrollment.

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

1. That the foregoing recitals are true and correct, and that each recital is incorporated herein by reference.
2. That the term of the Agreement is from August 1, 2020 to July 31, 2021.

¹ Private Instructional Personnel includes: (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) speech language pathologist licensed under s. 468.1185; (c) occupational therapists licensed under part III of Chapter 468; (d) physical therapists licensed under Chapter 486; (e) psychologists licensed under Chapter 490; or (f) clinical social workers licensed under Chapter 491.

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

3. That the undersigned Private Service Provider will be permitted to deliver professional services to students enrolled in Duval County Public Schools at each student's school of enrollment. At no time shall the Private Service Provider be permitted or authorized to initiate and implement any restraint or seclusion procedures on a student. In addition, the Private Service Provider shall be subject to any and all School District policies and procedures applicable to persons entering School District buildings, including any procedures related to COVID-19.
4. That the times at which said services may be provided at a given school shall be subject to the specific approval of the school's principal and the student's teacher or teachers. No access to a student will be provided until compliance with the access terms contained herein have been verified by the School District. Further, it is understood that no access to a student will be provided during "Core Instructional Time".³ A Parental Consent (Private Service Provider) Form must be completed for each student served under this Agreement. A copy of the form is attached as Exhibit "A" to this Agreement and made a part hereof for all purposes 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. a. The location within a given school wherein the services are to be delivered shall be designated by the school's principal.
b. The time period when a student is to be served outside of his or her class shall be determined by the principal.
6. The Private Service Provider providing services under this Agreement shall:
 - a. submit to a fingerprint background screening by school district officials, at the expense of the person requesting access, unless that person has been previously screened at Level II, and is identified in the shared fingerprint database maintained by the Florida Department of Law Enforcement; and
 - b. comply with the background screening/background security check requirements set forth in §435.04, 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 of the term of service; and
 - c. understand that forfeiture of access privileges or other appropriate action may be taken if the District issued ID badge is misused in anyway; and
 - d. present photo identification (such as a valid Florida driver's license) as requested by school or school district personnel; and
 - e. sign in upon arrival at the designated school and sign out upon leaving; and
7. Clearance shall be handled by the District Human Resources Department or other appropriate District Office.
8. The Private Service Provider providing services under this Agreement is an independent

³ "Core Instructional Time" shall mean instructional time devoted to Reading/Language Arts, Math, Science and Social Studies.

contractor and shall be solely responsible for determining the services to be provided to a given student, shall be solely responsible for the delivery of such services to a given student, and shall not be subject to the direct supervision or supervisory control of The School Board of Duval County, Florida its employees or agents regarding the determination of services to be delivered and the delivery of such services.

9. Florida law provides that the collaboration of public school personnel and 1003.572 Private Instructional Personnel shall be designed to enhance, but not supplant, the school district's Responsibilities under IDEA, and that the provision of private instruction personnel by a parent does not constitute a waiver of the student's or parent's right to a free and appropriate education under IDEA. Moreover, Florida law provides that collaboration of public and private instructional personnel will work to promote the educational progress and assist students in acquiring essential skills. Public and private instructional personnel shall undertake collaborative programming. Thus, the Private Service Provider shall collaborate with the Student's parent(s), teachers, and principal to avoid duplication or conflicting services or plans.
10. No Private Service Provider 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.
11. The Private Service Provider providing services under this Agreement and the School Board specifically agree that:
 - a. the sole obligation undertaken by the School Board/school under this Agreement is to endeavor to provide a non-classroom area at a specific school that may be utilized by the Private Service Provider for the delivery of services.
 - b. Services will not be delivered in a student's classroom, unless the school's principal and the classroom teacher determine that such services may be delivered in the classroom without disruption to the educational process and without disrupting other students in the classroom. The availability of a non-classroom area shall be the decision of the school principal.
 - c. Classroom observation of a student is subject to reasonable advance notice of at least forty-eight (48) hours to the school's principal. The standard frequency and duration for observations shall be once in a sixty (60) day period for 60 minutes, in order to minimize classroom disruption of core classes or subjects. Any deviation from this standard will require the approval of the principal.
12. The Private Service Provider 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.

13. Each person providing services under this Agreement shall fully complete and execute Exhibit “A” which shall be maintained by the school at which services are provided.
14. The venue for any suit, court action, or litigation arising out of or under this Agreement shall be Duval County, Florida.
15. A waiver by either party of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of the Agreement.
16. The Private Service Provider Providing services under this Agreement shall defend, fully indemnify, and hold harmless The School Board of Duval County, Florida, and its employees for any expense, cost, loss, damage, claim, Judgment or claims bill incurred or rendered against same, including attorney’s fees and investigation expenses (pre-suit, suit, trial appeal, an post appeal proceedings) on account of any intentional or negligent acts or omissions of the Private Service Provider, 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 Duval County Public School students under this Agreement including any violation of provision 12 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.
17. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

The School Board of Duval County, Florida

By: _____
[School Principal – Pursuant to Board Policy 3.28]

Print Name: _____

School: _____

Title: Principal _____

Date Signed: _____

Private Service Provider

By: _____
Provider Signature

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 Service Provider may provide services to my child at a Duval County Public School.

Parent/Guardian/Educational Surrogate Requesting Services

Parent Signature

Print Name

Date Signed: _____