Bartlett City Board of Education		6066
Descriptor Term: **PRIVATE PAY PROVIDER**	Descriptor Code: **Student Services**	Issue Date: **07/23/2026**
	Rescinds:	Revised:

This Policy applies to "Private Pay Providers" of BCS students who have been diagnosed by a physician, psychologist, or psychiatrist with autism spectrum disorder or developmental delay.

Such "Private Pay Providers" may access the above referenced BCS students subject to the definitions and procedures described herein.[1]

DEFINITIONS

"Applied Behavior Analysis" means the design, implementation, and evaluation of environmental modifications by a behavior analyst to produce socially significant improvements in human behavior. This includes the empirical identification of functional relations between behavior and environmental factors, known as functional assessment and analysis.

"Licensed Behavior Analyst" ("LBA") means an individual who is certified as a Board Certified Behavior Analyst (BCBA) or a Board Certified Behavior Analyst-Doctoral (BCBA-D) and is licensed in this state to practice applied behavior analysis as an independent practitioner.

"Licensed Assistant Behavior Analyst" ("LABA") means an individual who is certified as a Board Certified Assistant Behavior Analyst (BCABA) and is licensed in this state to practice applied behavior analysis under the extended authority and supervision of a licensed Behavior Analyst.

"Private Pay Provider" means a licensed Behavior Analyst, Registered Behavior Technician, or Licensed Assistant Behavior Analyst who provides Applied Behavior Analysis to a student, is not employed or contracted directly by the LEA in which the student receiving Applied Behavior Analysis is enrolled, and is compensated privately by the student's family or by an external entity.

"Private Pay Services" means Applied Behavior Analysis provided by a Private Pay Provider on the grounds of the LEA in which the student receiving the Applied Behavior Analysis is enrolled.

"Registered Behavior Technician" ("RBT") means a paraprofessional who is certified by the Behavior Analyst Certification Board to implement Applied Behavior Analysis Services under the supervision and direction of a Board-Certified Behavior Analyst who retains responsibility for clinical oversight and outcomes.

ACCESS AND CONDITIONS

No "LABA" or "RBT" may provide Private Pay Services in any BCS school unless under the supervision of a parent or external entity contracted private pay "LBA".

The Superintendent shall develop a Memorandum of Understanding ("MOU") and onboarding procedures governing the access of any Private Pay Provider to Bartlett City Schools facilities

[1] T.C.A. 49-10-1502

and facilitating Private Pay Providers' understanding of the professional and operational expectations for access to Bartlett City Schools.

Bartlett City Schools shall allow a Private Pay Provider access to a BCS student during the school day to deliver behavioral or developmental services, provided that:

1. The student has been diagnosed with autism spectrum disorder or developmental delays and has either an IEP or a 504 plan.
2. The student's parent or legal guardian must complete and sign a written consent form provided by BCS acknowledging private selection and compensation, waiving liability on BCS arising solely from the acts/omissions of the Private Pay Provider and agreeing to the operational boundaries described in this Policy.
3. The Private Pay Services do not contradict the student's documented educational and developmental needs.
4. The District shall not charge a fee or impose arbitrary barriers that hinder access of any Private Pay Provider, provided the Provider remains in full compliance with the instructional and behavioral boundaries outlined in this Policy.

Before a Private Pay Provider may provide services to the student during the school day, a parent or guardian shall:

1. Provide BCS with a written diagnosis by a physician, psychologist, or psychiatrist of autism spectrum disorder or developmental delay;
2. Provide written consent to BCS acknowledging that the Private Pay Services have been selected by the parent or legal guardian for their student and are not being provided by BCS. The written consent provided must also include a waiver signed by the parent or legal guardian waiving any liability on BCS arising solely from the acts or omissions from the Private Pay Provider.

Before a Private Pay Provider may provide services to the student during the school day, the Private Pay Provider shall:

1. Coordinate with the student's IEP team and school staff to ensure that Private Pay Services are integrated effectively into the student's school day without disrupting the educational environment;
2. Execute a Memorandum of Understanding with the District that outlines the terms and expectations of the Private Pay Provider's presence and participation in the school environment;
3. Provide a copy of the contract between the Private Pay Provider and parents or external entity;
4. Provide proof of licensure or certification;
5. Provide proof of professional liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate covering acts or omissions which may give rise to liability. BCS shall be listed as an additional insured policy on such policy;
6. Provide written consent to comply with the background investigation requirements set forth in T.C.A. 49-5-413;
7. Provide written consent to adhere to the same student confidentiality laws, rules, regulations, and policies that BCS employees must follow;
8. Provide written consent to adhere to all District policies including, but not limited to, policies regarding student privacy, safety, restraint protocols, dress codes, and professional conduct;

9. Provide written consent to maintain a non-intrusive presence in the classroom that does not cause any disruption to the classroom environment, delivery of instruction, or any student's access to the curriculum; and
10. Provide written consent that failure to adhere to all District policies and procedures shall result in discontinuation of the Private Pay Provider's services in a BCS facility.

PROFESSIONAL EXPECTATIONS

Private Pay Providers permitted onto BCS property are guests who must strictly adhere to District policy and professional expectations. Private Pay Providers shall restrict their interactions to only the BCS student whose parents or external entity have contracted for service or BCS staff other and Administrators assigned to the student's IEP team.

All Private Pay Providers shall pass criminal history background checks in compliance with T.C.A. 49-5-413 prior to entering school grounds.

Private Pay Providers shall strive to maintain a non-intrusive presence in the classroom. The provision of Private Pay Services shall not disrupt the overall classroom environment, the delivery of instruction, or any student's access to their curriculum.

OPERATIONAL STANDARDS

Private Pay Services shall not interfere with, alter, or undermine the student's documented IEP goals or general education instructional objectives. If a Private Pay Provider's methods or interventions weaken the BCS curriculum, the BCS educational plan takes precedence.

To prevent the fragmentation of the student's academic day and ensure the student's continued access to the general education program or core curriculum, the school administration retains final authority over the timing and duration of the provider's sessions.

Private Pay Services must strictly supplement, not supplant, any services or requirements mandated by the student's IEP. These services shall not be used by BCS to meet its independent legal obligation to provide a Free Appropriate Public Education ("FAPE").

VIOLATIONS AND TERMINATION FOR BREACH

Violations in this Policy shall result in the parent or external entity Private Pay Provider being required to leave BCS premises and not return. The District reserves the right to suspend or permanently terminate a Private Pay Provider's access in response to a breach of this Policy or a violation of law. Decisions regarding immediate suspension of a Provider are made by the school Principal or his/her designee pending investigation into whether a breach may have occurred. Grounds for immediate exclusion from the premises due to breach include, but are not limited to:

1. Violation of the Parties' MOU;
2. Classroom disruption;
3. IEP contradiction;
4. Safety and conduct violations; and
5. Privacy violations.

Upon determining that a breach has occurred, the Principal will issue written communication noticing termination of the Private Pay Provider's access to the BCS facility and outlining the

reason for the termination. Such notice shall be issued to the Provider and the student's parent/guardian.

APPEALS

If a parent/guardian or the Private Pay Provider disagrees with a decision to deny, suspend, or terminate access during the school day, they may appeal the decision to the Superintendent within ten (10) business days of receiving the written termination notice from the Principal. The appeal should include specific facts or documents refuting the alleged breach.

The Superintendent or his/her designee shall review the appeal, the Principal's original determination, and any relevant supporting documentation. The Superintendent, or his/her designee, shall issue a written final decision within fifteen (15) business days of receiving the appeal. The decision of the Superintendent or his/her designee shall be final and binding regarding physical access to any BCS facility.