

Administrative Directive Title: Services Provided by Private Pay Providers During the School Day	AD Number: 6.4053.1	Adopted: July 2026
Policy References: Board Policy 6.4053.1- Outside Applied Behavior Analysis Therapy		Revised:

These procedures establish the process for requesting, reviewing, coordinating, and monitoring access by private pay providers who deliver applied behavior analysis to students with autism spectrum disorder or developmental delays during the school day. This directive applies only to private pay services as defined by T.C.A. § 49-10-1501 *et seq.* Requests for other privately funded therapies or services will be considered under other applicable District procedures and law.

A. REQUESTS FOR SERVICES DURING THE SCHOOL DAY

A parent/legal guardian seeking access for a private pay provider shall submit a written request to the Special Education Director. The request may be submitted using the District's request form or by email or letter and should include:

1. The student's name, school, and grade;
2. The name and contact information of the proposed provider or provider organization;
3. The name and contact information of the supervising licensed behavior analyst, if known;
4. A general description of the requested applied behavior analysis services, including the proposed frequency, duration, location, and anticipated start date; and
5. A statement that the student has autism spectrum disorder or developmental delays and that the proposed provider is under contract with the parent/legal guardian.

A request will not be denied solely because it is not submitted on the District's form if it contains enough information to begin the review. The Special Education Director or designee should acknowledge receipt and provide the required forms and instructions within five (5) business days.

While the District will not require disclosure of the financial terms of the parent-provider contract, it will require confirmation that the proposed provider is under contract with the parent/legal guardian for services.

B. REQUIRED DOCUMENTATION PRIOR TO SERVICES

Before services begin, the Special Education Director or designee shall confirm receipt of the following:

1. The parent's written consent acknowledging that the private pay services were selected by the parent/legal guardian and are not being provided by the District;

2. The parent's waiver of District liability arising solely from the acts or omissions of the private pay provider, using language that preserves District liability as required by state law;
3. A fully executed MOU between the District and the private pay provider or provider organization, together with any required acknowledgment by each individual provider assigned to the student;
4. Confirmation that the proposed provider is under contract with the parent/legal guardian;
5. Proof of current licensure or certification for each individual who will provide services;
6. Documentation demonstrating compliance with the background investigation requirements of Tenn. Code Ann. § 49-5-413;
7. Proof of professional insurance from the private pay provider listing the school district as an additional insured party; and
8. Identification of the supervising licensed behavior analyst and confirmation of the supervisory relationship for services delivered by a licensed assistant behavior analyst or registered behavior technician.

The District shall notify the parent/legal guardian and provider if documentation is incomplete and identify what remains necessary. The review shall focus on the statutory requirements and information reasonably necessary to coordinate access.

C. SCHOOL-LEVEL COORDINATION

After the required documentation is received, the Special Education Director or designee shall notify the principal and identify the District contact responsible for school-level coordination. The school contact shall coordinate with the parent/legal guardian, private pay provider, appropriate school staff, and the student's IEP team (when applicable). A student is not required to have an IEP to receive private pay services under these procedures.

Coordination shall address:

1. The identity and role of each provider and the supervising licensed behavior analyst;
2. The proposed schedule, frequency, duration, and location of services;
3. How the student will transition to and from services without unnecessary loss of instruction;
4. Communication channels among the provider, parent/legal guardian, teacher, IEP team when applicable, and designated District contacts;
5. Access to relevant student information when authorized by the parent/legal guardian and permitted by law;
6. The provider's proposed materials, equipment, reinforcement items, or electronic devices;
7. Emergency, evacuation, lockdown, and student-safety expectations; and
8. Any other operational issue necessary to integrate the services into the school day.

The parties shall document the agreed schedule and location in a student-specific coordination plan. If the requested schedule or location cannot reasonably be accommodated, the District contact shall explain the operational or educational concern and work with the provider and parent/legal guardian to

65 identify a reasonable alternative. Scheduling decisions must be individualized and must not be used to
66 prevent access.

67 **D. INSTRUCTIONAL AND IEP SAFEGUARDS**

68 Pursuant to State law, private pay services must supplement the student's educational program. These
69 services shall not supplant or be used to meet any requirement in the student's IEP and do not alter the
70 District's responsibility to provide a free appropriate public education. District personnel remain
71 responsible for educational programming, instruction, placement, accommodations, discipline, and
72 implementation of the student's IEP or Section 504 plan.

73 When appropriate, the private pay provider shall coordinate with the IEP team and school staff so
74 that services do not disrupt instruction, limit access to the general curriculum, or consistently interrupt
75 the student's schedule. Information received from a private pay provider that may be relevant to Child
76 Find, evaluation, reevaluation, or the student's educational program shall be forwarded to the appropriate
77 District team for consideration.

78 **E. PROVIDER ORIENTATION AND ACCESS**

79 Before entering a school to provide services, each private pay provider shall complete an orientation
80 conducted by the District. Orientation may be provided electronically or in person and shall address:

- 81 1. Check-in, identification badge, visitor-management, and check-out procedures;
- 82 2. Professional conduct, dress, communication, and use of electronic devices;
- 83 3. Student confidentiality, authorized records access, and restrictions on photographing, recording,
84 or livestreaming;
- 85 4. Mandatory reporting and procedures for reporting injuries, behavioral incidents, confidentiality
86 concerns, or safety concerns;
- 87 5. Emergency, evacuation, lockdown, and communicable-disease procedures;
- 88 6. Restrictions on interacting with, evaluating, recording, or collecting data regarding other
89 students; and
- 90 7. The identity of the provider's school-level contact and the process for resolving routine concerns.

91 Providers shall enter only at approved times and locations, display required identification, and follow
92 staff directions relating to immediate safety and school operations. Access to keys, secure areas, District
93 networks, devices, or storage is not included unless separately authorized.

94 **F. DAILY SERVICE EXPECTATIONS**

95 The provider shall maintain a professional, nonintrusive presence while on school campus during the
96 school day, and shall not direct or correct District employees or interfere with instruction or school
97 operations. This expectation includes, but is not limited to:

- 98 1. The provider shall limit services, evaluation, recording, and data collection to the student for
99 whom access has been approved.

2. Incidental interaction with others is permitted only as reasonably necessary to deliver the authorized services, follow staff directions, or participate in ordinary school routines.
3. The District shall not direct the provider to perform services or duties for another student, employee, or visitor.
4. The provider shall use only materials and equipment that have been approved through the coordination process and shall not introduce food, devices, or other items that create an unaddressed safety, allergy, confidentiality, or instructional concern.
5. A provider shall not photograph, audio record, video record, livestream, or otherwise electronically capture students, staff, curriculum, or school activities unless specifically authorized in writing by the District and all legally required consents have been obtained.
6. The provider shall notify the school contact as soon as practicable of an absence, anticipated late arrival, substitution, or requested schedule change. The District is not required to provide makeup time when a session is missed.

G. SAFETY AND INCIDENT RESPONSE

Private pay providers shall follow District emergency instructions and immediately report any injury, elopement, threat, suspected abuse or neglect, confidentiality breach, or other significant incident to the designated school administrator. This internal report does not replace any independent mandatory reporting obligation imposed by State law.

A private pay provider shall not use restraint or isolation on District property except as permitted by applicable law and expressly addressed in the MOU. Any physical intervention shall be reported immediately to the building administrator and documented as required by law and District procedure. In an emergency, District personnel retain authority over school safety and emergency response.

H. CONFIDENTIALITY, RECORDS, AND DATA

Private pay providers shall follow the same student confidentiality laws, rules, regulations, and policies applicable to District employees. District personnel may disclose student information only as authorized by the parent/legal guardian and permitted by law. Providers shall use reasonable safeguards to protect information maintained on paper or electronic devices and shall immediately report any suspected loss, unauthorized disclosure, or security breach.

Provider-created records remain subject to the provider's legal and professional obligations. Records submitted to or maintained by the District will be maintained pursuant to the applicable education-records, retention, and public-records requirements. Provider data concerning the authorized student shall not identify other students.

I. CHANGES AND CONTINUING ELIGIBILITY

The parent/legal guardian or provider shall promptly notify the Special Education Director or designee of:

1. A change in the individual provider, provider organization, or supervising licensed behavior analyst;
2. A lapse, suspension, restriction, or revocation affecting required licensure, certification, background check verification, or insurance;

3. A material change in the requested frequency, duration, location, or nature of services; or
4. Termination of the parent-provider contract.

The District will require updated documentation at the beginning of each school year and may request updated or additional documentation at any other time. A student's change in school, classroom, schedule, educational placement, or program may require an updated coordination plan but does not, by itself, terminate access.

J. CONCERNS AND CORRECTIVE ACTION

Routine concerns should first be addressed by the designated school contact and the provider's supervising licensed behavior analyst or organizational contact. The concern, requested correction, responsible person, and expected timeline should be documented when the matter cannot be resolved promptly.

When appropriate, the District shall provide written notice and a reasonable opportunity to correct a concern before terminating access. Corrective action should ordinarily be limited to the individual provider or student-specific service affected unless the circumstances reasonably support broader action.

Pursuant to Board Policy 6.4053, the District may immediately suspend access when reasonably necessary to protect student safety, confidentiality, or school security, or to prevent a material disruption. The District may also terminate a private pay provider's access for cause, pursuant to Board Policy 6.4053, the applicable MOU, and these procedures. The Director of Schools or designee shall provide the parent/legal guardian and provider written notice stating the factual basis, scope, and effective date of a suspension or termination and information regarding the appeal process established by Board policy.

Legal References

TCA 49-10-1501, et seq.
20 U.S.C. §§ 1400 et seq.