

Marion County Board of Education

Monitoring:

Descriptor Term:

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Outside Applied Behavior Analysis Access

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Pursuant to *Tenn. Code Ann.* § 49-10-1501, et seq., the Board of Education adopts this policy to establish rigid operational procedures and professional guidelines allowing private pay providers access to students diagnosed with autism spectrum disorder or developmental delays during the school day. This policy ensures such access is balanced with the fundamental obligation of Marion County Schools to maintain an orderly learning environment and protect the integrity of core instructional delivery.

Definition

For purposes of this policy, a “private pay provider” means a licensed behavior analyst, licensed assistant behavior analyst, registered behavior technician, or other certified/licensed therapist contracted and privately compensated by a student's parent or legal guardian (or an external entity on their behalf) to provide applied behavior analysis services.

Access and Conditions

The District shall allow a private pay provider access to an enrolled student during the school day to deliver behavioral or developmental services, provided that:

1. **Eligible Diagnosis:** The student has been diagnosed with autism spectrum disorder or developmental delays and has either an IEP or a 504 plan.
2. **Parental Consent:** The student’s parent or legal guardian completes and signs a written consent form provided by the District, acknowledging private compensation and agreeing to the operational boundaries established herein.
3. **Needs Alignment:** The private pay services align with, and do not contradict, the student's documented educational and developmental needs.
4. **No Fee/Barriers:** The District shall not charge a fee or impose arbitrary barriers that hinder access, provided the provider remains in full compliance with the strict instructional and behavioral boundaries outlined in this policy.

The Director of Schools shall develop a memorandum of understanding (MOU) governing the access of any private pay provider or employing agency to Marion County Schools. The Director shall develop onboarding procedures to facilitate private pay providers understanding of this policy, the MOU, and the expectations for access to Marion County Schools. The Director shall also appoint a liaison in the Exceptional Education Department to coordinate communication between private pay providers and IEP teams and 504 committees.

Protection of Instructional Integrity and IEP Alignment

The presence of a private pay provider must not infringe upon the educational rights of the student or peers. The following instructional protections are strictly enforced:

- **Zero Disruption Standard:** Private pay services must be integrated into the school day without causing any disruption to the overall classroom environment, the teacher's ability to manage the classroom, or the delivery of instruction to other students.
- **Interference with Goals Prohibited:** Private pay services shall not interfere with, alter, or undermine the student's documented IEP goals or general education instructional objectives. If a provider's methods or interventions run counter to the district's established curriculum or instructional strategy, the district's educational plan takes absolute precedence.
- **Scheduling Constraints:** To prevent the fragmentation of the student's academic day and protect their access to the core curriculum, the school administration retains final authority over the timing and duration of the provider's sessions.
- **Supplement vs. Supplant:** 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 the District to meet its independent legal obligation to provide a Free Appropriate Public Education (FAPE).

Professional, Behavioral, and Operational Expectations

Private pay providers permitted onto school property act as guests and must strictly adhere to the following professional and environmental standards:

1. **Background Checks:** All private pay providers must clear a state and national fingerprint-based criminal history background check, and a check of the state's vulnerable person and sex offender registries, in compliance with *Tenn. Code Ann.* § 49-5-413, prior to entering school grounds.
2. **Non-Intrusive Presence:** Providers must maintain a non-intrusive presence in the classroom. They may not rearrange classroom spaces, direct or correct district staff, or introduce materials/equipment that cause physical or visual distractions in the learning environment.
3. **Observation and Interaction Limits:** Providers are permitted to interact with and observe **only** the specific student for whom they are contracted. Providers shall not interact with, evaluate, or intervene with other students in the classroom.
4. **Adherence to District Policy:** Private pay providers must abide by all District policies regarding student privacy (FERPA), safety, restraint protocols (including the Special Education Behavioral Supports Act), dress codes, and professional conduct.

Accommodations and Rights Protections

- **Reasonable Accommodations:** School administrators shall provide reasonable accommodations necessary for the delivery of these services, provided they do not place a burden on school operations or compromise classroom capacity or the District's own service delivery.
- **Non-Discrimination:** The District shall not discriminate against, deny educational benefits to, or retaliate against any student, parent, or private pay provider for seeking or delivering services under this policy.

Discontinuation and Immediate Termination for Breach

The District reserves the right to suspend or permanently terminate a private pay provider's access if a breach of this policy or a violation of the law occurs (collectively, a breach). Decisions regarding the immediate suspension of a provider are made initially at the building level by the school principal or their designee pending investigation into

whether a breach may have occurred. Grounds for immediate termination of access due to breach include, but are not limited to:

- **Instructional/Classroom Disruption:** Any single instance of material disruption to the classroom learning environment, peer group instruction, or general-education goals.
- **IEP Contradiction:** Persistent failure or refusal to align private strategies with the student's established IEP or 504 plan.
- **Safety & Conduct Violations:** Failure to follow scheduled times, front-office check-in protocols, or background check verification updates.
- **Privacy Violations:** Unauthorized interaction with, evaluation of, or data collection on students other than the designated client-student.

Upon determining that a breach has occurred, the school principal shall issue a written **Notice of Termination** to both the private pay provider and the student's parent/legal guardian within two (2) business days, detailing the specific grounds for the breach.

Internal Administrative Appeal Process

If a parent/legal guardian or the private pay provider disagrees with a building-level decision to deny, suspend, or terminate access, they may appeal the decision through the following internal administrative process:

1. **Filing the Appeal:** A written **Request for Reconsideration** must be submitted to the Office of the Director of Schools within ten (10) business days of receiving the written Notice of Access Termination. The request must include specific facts, documentation, or arguments refuting the alleged breach.
2. **Review Period:** The Director of Schools (or his designee) shall review the appeal, the principal's original determination, and any supporting documentation regarding classroom disruption or instructional interference.
3. **Administrative Hearing:** At the Director's discretion, an informal administrative hearing may be scheduled with the parent and provider to discuss the operational barriers or safety concerns.
4. **Final Determination:** The Director of Schools shall issue a written final decision within fifteen (15) business days of receiving the appeal. **The decision of the Director of Schools shall be final and binding** regarding the provider's physical access to District property, ensuring that local school administrative control over classroom environments is maintained.

Legal References:

1. Tennessee Public Chapter 1112 (Acts 2026)
2. Tenn. Code Ann. § 49-5-413 (Background Investigations)
3. Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq.