

**Registered Behavior Technician (RBT)
Parent Packet**

APPLICATION TO ALLOW PRIVATE REGISTERED BEHAVIOR TECHNICIANS INTO A BROWARD COUNTY PUBLIC SCHOOL

To be completed by student's parent:

_____		_____
Print Student's Name		Current School
_____	_____	_____
Current Grade	Date of Birth	Primary Eligibility

I acknowledge that permission for a Registered Behavior Technician is an administrative decision. F.S. 1003.572 governs the collaboration between public and private instructional personnel and does not address Registered Behavior Technicians.

I request that the following Registered Behavior Technician (RBT) be allowed to provide the service(s) indicated below for my child:

- Consultation Observation Direct Instruction

_____	_____
Print Private RBT's Name	Street Address
_____	_____
Telephone Number	City, State, Zip

Email Address	

_____	_____
Print Supervising BCBA/BCaBA/BCB-D Name	Street Address
_____	_____
Telephone Number	City, State, Zip

Email Address	

The RBT named above and the certified Supervising Behavior Analyst, holds the current credentials to provide implementation of behavior-analytic services.

The Registered Behavior Technician™ (RBT®) is a paraprofessional who practices under the close, ongoing supervision of a BCaBA, BCBA, or BCBA-D. The RBT is primarily responsible for the direct implementation of behavior-analytic services. The RBT does not design intervention or assessment plans. It is the responsibility of the RBT Supervising Behavior Analyst to determine which tasks an RBT may perform as a function of his or her training, experience, and competence. The Supervising Behavior Analyst of the RBT is responsible for the work performed by the RBT on the cases they are overseeing.

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Print Student's Name _____

We (the parent of the above-named student, the Supervising Behavior Analyst, and the RBT) understand that the individual providing the services is required to:

- The packet will not be processed until it is complete with all required documents on the checklist. This process can take up to 30 school days and may require additional documents as determined by the school-based administration. Requests for additional documents may extend the timeline.
- Comply with Florida Statute 1003.572 requiring certification or licensure;
- Submit to a fingerprint background screening by school district officials at the expense of the person requesting access. The screening must have occurred within the last five (5) years. Clearance for both the Supervising Behavior Analyst and the RBT must be obtained prior to services beginning;
- Update vendor badge for both the Supervising Behavior Analyst and the RBT. Each Private Provider must provide the school with proof that the vendor badge has been renewed annually in August;
- Submit proof of licensure/certificate for the Supervising Behavior Analyst and the RBT annually in August;
- Sign a Confidentiality Statement annually in August;
- Sign a Communication Agreement annually in August;
- Conduct an observation by Supervising Behavior Analyst of the student in the educational setting prior to the Registered Behavior Technician providing any services in the school setting;
- Adhere to all student's assigned school's procedures including, but not limited to, adhering to the school's procedures regarding safety and security to include entering the campus through the single point of entry, signing in and out every time the RBT is on campus, and adhering to scheduled time and location of services to be provided.
- **At no time can any RBT use any physical intervention with a student on any school campus;**
- Participate in the process outlined on the Private RBT Initiation Checklist prior to services beginning; (a copy of this checklist will be completed with school staff)
- Provide a written tentative schedule for the provision of services during the school day to school-based administration at least one week prior to the start of each month;
- Provide a copy of the private plan of care/private behavior plan; and,
- Provide a copy of all data collected in the school setting agreed upon between the school and the PIP.

As the parent of the above-named student I understand that:

- The collaboration between school staff and the 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;
- My child's public instructional provider and the school's principal must consent to the time and location of where the services will be provided. In determining the time and date for services to be provided, the principal must adhere to the collective bargaining agreement for instructional employees. Services may be delivered in my child's classroom with the express permission of the principal, subject

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Print Student's Name

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 RBT 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 named student and/or other students in the classroom. The parent and RBT will be informed in writing if they are no longer allowed to provide services in the school setting;

- The parent(s) is required to sign a release of information form annually so that the school staff, Supervising Behavior Analyst and RBT can communicate regarding services;
- RBTs may not be present during state/district testing;
- At no time shall the RBT act in place of the teacher or ESP in the classroom and will not be left alone with the student to provide supervision;
- At no time shall a private RBT intervene with other students in the school setting;
- At no time shall a private RBT take any photographs, audio recordings or videos while in the classroom setting;
- If the Supervising Behavior Analyst/RBT violates any policies and/or procedures, they may be asked by school administration not to return to the school's campus to provide services. In event that the Supervising Behavior Analyst violates a policy or procedure, the RBT will be also have privileges removed;
- The parent will notify the school immediately if the Supervising Behavior Analyst or RBT are no longer providing services to the student and this PIP/RBT Packet is no longer in effect;
- Some goals that are appropriate in another setting may not be able to be implemented in a school setting;
- If your child's IEP team determines that Extended School Year (ESY) is needed for your child to receive FAPE, a new schedule for the RBT must be established with staff at the ESY site. Parents may elect to provide a copy of the packet to the ESY site to expedite the process and establish a schedule for collaboration;
- In the event that your child transfers to another Broward school, it is the parents' 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 by the teacher and administration in the new setting; and,
- Medicaid billing by the school district will not impact Medicaid billing by the private provider.

**APPLICATION TO ALLOW PRIVATE REGISTERED BEHAVIOR
TECHNICIANS INTO A BROWARD COUNTY PUBLIC SCHOOL**

Print Student's Name

The parents/guardian of the relevant minor(s) and undersigned RBT hereby acknowledge that the RBT is not an employee, agent, or assignee of the District School Board of Broward County (School Board). The parents/guardian of the relevant minor(s) and RBT further agree that the undersigned RBT does not have an expectation of employment with the School Board. The parent and RBT agree that the undersigned 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 parents/guardian of the relevant minor(s) and the RBT, hereby agree and acknowledge that 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 RBT. Furthermore, the parents/guardian of the relevant minor(s), 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 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 undersigned RBT, as well as the allowance of the RBT to be present on School Board property or act on School Board property.

The parents/guardian of the relevant minor(s), the Supervising Behavior Analyst and the RBT agree and acknowledge that the undersigned 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 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 RBT, then such 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 RBT. The undersigned 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 RBT.

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 parents/guardian of the relevant minor(s) and the RBT 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 undersigned 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 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.

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Print Student's Name

We, the parent(s) of the student, the PIP, and RBT, have read the information contained within and agree with our responsibilities and acknowledge the Indemnification section of this agreement.

The following completed forms are attached to this agreement. We understand that the agreement will not be processed until all forms are completed and provided to the Principal.

- ___ Application.
- ___ Documentation of Licensure (Supervising Behavior Analyst) and Registered Behavior Technician.
- ___ A copy of a Broward County issued vendor badge attached to the top of the packet. This verifies the individual has obtained Level 2 security clearance
- ___ Signed Authorization for Release of Information Form for both the Supervising Behavior Analyst and the Registered Behavior Technician.
- ___ Signed Confidentiality Statement from the Registered Behavior Technician and Supervising Behavior Analyst.
- ___ Signed Communication Agreement from the Registered Behavior Technician and Supervising Behavior Analyst.
- ___ Check all boxes that apply (optional – not required):
 - The PIP carries Professional Liability Insurance including sexual molestation coverage
 - The PIP carries Workers' Compensation Insurance or Medical Insurance
- ___ Private Behavior Plan or Plan of Care must contain the procedures and strategies to be used to implement the goals.
- ___ Proof of employment, on company letterhead, identifying the individual employed by the company matching the proof of insurance (optional – not required).

Parent's Signature

Date

Print Parent's Name

Registered Behavior Technician's Signature

Date

Print Registered Behavior Technician's Name

Supervising Behavior Analyst's Signature

Date

Print Supervising Behavior Analyst's Name

**CONFIDENTIALITY STATEMENT FOR REGISTERED BEHAVIOR TECHNICIANS
WHO HAVE ACCESS TO A BROWARD COUNTY PUBLIC SCHOOL**

Print Student's Name

Current School

As a Private Instructional Personnel providing services to the above-named student in a Broward County Public School, I acknowledge that certain information about District's students is contained in records created and maintained by the District for which I may access and this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. I further acknowledge that I might observe and/or overhear verbal conversations about District's students that are confidential and protected by the above-named Acts and policies. This confidential information cannot be disclosed unless valid consent is obtained from eligible students or their legal guardians. I agree to protect these records in compliance with FERPA, HIPAA, and District's policy.

I acknowledge that I may create and maintain records pertaining to the above-named student and these records, shared with the District, will be maintained and protected by the District in the same manner as District created records.

I agree that I may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to 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 the District 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 terminate my access, to the above-named student and/or any other student, at the students' school.

Registered Behavior Technician's Signature

Date

Print Registered Behavior Technician's Name

Supervising Behavior Analyst's Signature

Date

Print Supervising Behavior Analyst's Name

Principal's Signature

Date Signed Statement was Received

**COMMUNICATION AGREEMENT FOR REGISTERED BEHAVIOR TECHNICIANS
WHO HAVE ACCESS TO A BROWARD COUNTY PUBLIC SCHOOL**

Print Student's Name

Current School

As a non-School Board employee who is being granted access to a School Board employee's classroom, the following guidelines for positive communication and working environment will be adhered to:

- The RBT will not interrupt the teaching and learning occurring in the classroom setting that is being delivered by the teacher and/or the educational support personnel;
- The RBT will provide any feedback/suggestions on implementation of interventions and strategies to the classroom staff in writing or addressed during a pre-arranged conference/collaboration time;
- If the RBT has a concern regarding behavioral strategies in the classroom, the RBT agrees to present the concerns to the Supervising Behavior Analyst who will collaborate with school administration;
- The RBT will communicate any changes to the pre-approved/agreed upon schedule to the classroom teacher. If administration requests to be included in this communication regarding schedule changes, the RBT will comply;
- The RBT will not be present for any state or district testing;
- The RBT will not intervene with any other students in the classroom other than the individual student identified above;
- The RBT will not be responsible for supervision of the student identified above;
- The RBT will share a copy of their Plan of Care/Behavior Intervention Plan and any revisions;
- The RBT will not audiotape, audiofile, video or photograph while on the school campus; and,
- The RBT will provide copies of all data collected in the school setting as agreed upon between the RBT and the school.

Registered Behavior Technician's Signature

Date

Print Registered Behavior Technician's Name

Supervising Behavior Analyst's Signature

Date

Print Supervising Behavior Analyst's Name

Principal's Signature

Date Signed Statement was Received

PRIVATE REGISTERED BEHAVIOR TECHNICIAN INITIATION CHECKLIST
TO BE COMPLETED BY SCHOOL STAFF ONLY

Print Student's Name

Current School

Supervising Behavior Analyst conducted an observation of the student in the school setting.

Date of Observation _____

- ____ Private Supervising Behavior Analyst and school staff reviewed the School Board's IEP and PBIP (when applicable) and the private behavior plan.
- ____ School staff collaborated with ESLS Program Specialist for Behavior to ensure that private and school-based PBIPs (when applicable) are aligned and there are no anticipated conflicts between the plans.
- ____ In the event that there are any interventions on the private behavior plan that cannot be implemented in the school setting, the Supervising Behavior Analyst agrees not to allow the RBT to implement these interventions in the school setting.
- ____ A system is created for the exchange of information between the RBT and the school.
- ____ Reviewed school procedures to include school safety protocols.

Private Instructional Personnel's Signature

Date

Print Private Instructional Personnel's Name

Principal's Signature

Date



BROWARD COUNTY PUBLIC SCHOOLS
 Security Clearance Office 754-321-2374
 securityclearance.fp@browardschools.com



Registration site for fingerprinting and/or badging: <http://www.fieldprintbrowardschools.com/>
 Additional information can be found at <http://www.broward.k12.fl.us/police/secclear.html>

APPLICANT GROUP	FIELDPRINT CODE	FEE*
NEW Vendor – (PIP) Direct Contact	FPBCPSVenPIPIrCon	\$88.00
Vendor (PIP) - Direct Contact – Badge Renewal REQUIRED ANNUALLY	FPBCPSVenPIPIrConBRen	\$20.00
VENDOR (PIP) – DIRECT CONTACT BADGE REPLACEMENT	FPBCPSVenPIPIrConBRep	\$10.00

*Fees are subject to change. Please contact the number above to verify.

All vendors are required to be re-fingerprinted every five (5) years.