

Registered Behavior Technician (RBT) Parent/Legal Guardian Application Packet



For the purpose of this application packet, references to District School Board of Brevard County (School Board) will mean any of its School sites, and/or any site that it has entered a contract to use for School Board business and/or events.

Updated Packet Effective July 1, 2023



APPLICATION TO ALLOW A PRIVATE REGISTERED BEHAVIOR TECHNICIAN (RBT) INTO A BREVARD COUNTY PUBLIC SCHOOL

To be completed by student's parent/legal guardian and/or Supervising BCBA/BCaBA/BCBA-D:

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

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

- Consultation
- Observation/Data Collection
- Direct Behavioral Support

Dates of Use	Days of Week	Hours of Use by Applicant	Services to be Provided
	S M T W TH F S	From: To:	
	S M T W TH F S	From: To:	
	S M T W TH F S	From: To:	
	S M T W TH F S	From: To:	

My child's RBT 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 and the instructional needs of the student. Services may be delivered in my child's classroom with the express permission of the principal, subject to the principal's determination that such activity will not be detrimental to the educational process and/or to other students.

Print Private RBT's Name	Street Address
Telephone Number	City, State, Zip
Email Address	
Print Supervising BCBA/BCaBA/BCBA-D Name	Street Address
Telephone Number	City, State, Zip
Email Address	



Print Student's Name: _____

1. The RBT named above and the certified Supervising Behavior Analyst each hold the current credentials to provide implementation of behavior-analytic services.
2. The 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's 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.
3. We (the parent/legal guardian of the above-named student, the Supervising Behavior Analyst, and the RBT) understand that the individual RBT providing the services is required to:
 - a. Comply with section 1003.572, Florida Statutes, requiring certification or licensure;
 - b. 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;
 - c. 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;
 - d. Submit proof of licensure/certificate for the Supervising Behavior Analyst and the RBT annually in August or upon renewal during the school year;
 - e. Sign a Confidentiality Statement and renew the Confidentiality Statement annually prior to providing services;
 - f. Sign a Communication Agreement and renew the Communication Agreement annually prior to providing services;
 - g. Conduct an observation by Supervising Behavior Analyst of the student in the educational setting prior to the RBT providing any services in the school setting;
 - h. Adhere to all student's assigned school 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.;
 - i. At no time can any RBT use any physical restraint with a student on any school campus;
 - j. Provide a written schedule to include specific dates/times for the provision of services during the school day to school-based administration at least one week prior to the start of each month;
 - k. Provide a completed Application for Use of School Building Facilities to cover the current school year;
 - l. Provide a certificate of professional liability insurance including sexual molestation coverage; and,
 - m. Provide a certificate of general liability insurance that names the School Board of Brevard County as a certificate holder and additional insured.



Print Student's Name: _____

4. As the parent/legal guardian of the above-named student I understand that:
- a. 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 (FAPE) under the Individuals with Disabilities Education Act (IDEA) and that the school and the school alone will continue to be responsible to implement the student's Individual Educational Plan (IEP), as well as other plans including, but not limited to, behavior intervention and health care plans;
 - b. My child's private RBT 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 and the instructional needs of the student. Services may be delivered in my child's classroom with the express permission of the principal, subject 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/legal guardian and RBT will be informed in writing if he/she is no longer allowed to provide services in the school setting.
 - i. The parent/legal guardian is required to sign a Release of Information form annually so that the school staff, Supervising Behavior Analyst, and RBT can communicate regarding services;
 - ii. RBTs may not be present during state or district testing;
 - iii. At no time shall the RBT act in place of the teacher or instructional assistant in the classroom and will not be left alone with the student to provide supervision;
 - iv. At no time shall the private RBT intervene with other students in the classroom;
 - v. At no time shall the private RBT take any photographs, audio recordings or videos while in the classroom setting, on the school campus or school transportation;
 - vi. At no time shall the RBT use their knowledge of non-client students or access to the school to solicit services to non-client students or parents of non-client students.;
 - vii. 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 the event that the Supervising Behavior Analyst violates a policy or procedure, the RBT will also have his/her privileges removed with Brevard Public Schools; and,
 - viii. The parent/legal guardian will notify the school immediately if the Supervising Behavior Analyst or RBT are no longer providing services to the student and this packet is no longer in effect.



Print Student's Name: _____

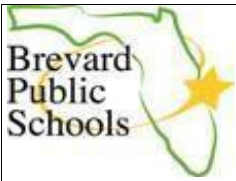
5. The parent/legal guardian of the relevant minor(s) and undersigned RBT hereby acknowledge that the RBT is not an employee, agent, or assignee of the District School Board of Brevard County (School Board). The parent/legal guardian of the relevant minor(s) and RBT further agree that the undersigned RBT does not have an expectation of employment with the School Board. The parent/legal guardian 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.
6. The parent/legal guardian of the relevant minor and undersigned 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 parent/legal guardian of the relevant minor, hereby fully releases 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.
7. The parent/legal guardian of the relevant minor, the Supervising Behavior Analyst and undersigned 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.
8. 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 parent/legal 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.
9. The undersigned RBT agrees to secure a working knowledge of, and abide by, all School Board policies, rules, and procedures while present on property owned or operated by the School Board. 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.



Print Student's Name: _____

10. If the department of education indicates that the district is not in compliance with Section 1003.572, Florida Statutes, with this procedure, the Board declares that this procedure shall be suspended immediately and RBTs will no longer be permitted on school property. The district shall post notice of such procedure suspension and prohibition in a conspicuous place on its website.
11. We have read the above information and agree with our responsibilities and acknowledge the indemnification section of this agreement.
12. 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.
 - RBT, Parent/Legal Guardian Application Packet
 - Documentation of Licensure/Certification (Supervising Behavior Analyst and Registered Behavior Technician)
 - Documentation that explicitly indicates that the Supervising Behavior Analyst and RBT have undergone background screening that meets the Level 2 screening standards under Sections 1012.32 and 1012.321, Florida Statutes, and the screening occurred within the last five (5) years. This background screening needs to be completed by the Brevard County School District and updated annually in August.
 - 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
 - Completed Application for Use of School Building Facilities (obtain form from school administrator)
 - Proof of certificate of professional liability insurance including sexual molestation coverage for both the Supervising Behavior Analyst and the Registered Behavior Technician
 - Proof of certificate of general liability insurance that names the School Board of Brevard County as a certificate holder and additional insured for both the Supervising Behavior Analyst and Registered Behavior Technician

Must be completed and submitted ten (10) business days prior to the start of services.



Print Student's Name: _____

Parent/Legal Guardian Signature

Date

Print Parent/Legal Guardian 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

For Official Use:

Principal's signature confirms that school has reviewed, and the above documents have been complete:

Principal's Signature

Date

Scan documents to District Portal
Send original copies of entire packet to Risk Management



THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

AUTHORIZATION FOR RELEASE AND EXCHANGE OF INFORMATION

I, _____, authorize the release of information between and
Parent/Legal Guardian/Student Name (Print)

among the identified school and agency members which will be planning services for:

_____	_____
Student Name	Student Number
_____	_____
Date of Birth	School

The purpose of the Authorization Form is to enable persons and/or agencies to better serve the student/family through coordinated service planning and delivery. Representatives of the following agencies are authorized to share information regarding this student.

- School Board of Brevard County, FL
- _____
- _____ (Outside Agency must be listed here)
- _____
- _____

The information which may be disclosed/exchanged includes medical, educational, psychological, social information, and additional information, such as:

This release authorizes an exchange of information between listed members in order to give the most complete and thorough services available. It does not authorize release to any other person or agency except those agencies listed above. This form will remain in effect until the student reaches the age of majority at which time the student is responsible for providing consent.

The information disclosed is protected by federal law. Federal regulation (34 CFR Part 99) prohibits agencies from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations.

Parent/Legal Guardian Signature Date

Adult Student (18 and over) Date



The School Board of Brevard County, Florida

CONFIDENTIALITY AGREEMENT STATEMENT

To Whom It May Concern:

In recognizing Brevard Public Schools' (BPS) position of special trust with members of the public, and to protect the safety and rights of students, teachers, and staff, BPS makes every reasonable and responsible effort to assure that information about students, teachers, and staff remains confidential. It is only through continued public confidence that confidentiality guidelines are indeed being upheld, that the public maintains its confidence in BPS.

You have requested to observe, assess, discuss and/or treat a specific BPS student. Your request to be on a BPS campus for the purpose of observing, assessing, discussing, and/or treating a specific student is granted only with your understanding that you must agree to the statements as written on this form and you must sign this form documenting your agreement. After signing the form, please give it to a school representative. By signing this form, you agree that you will not disclose information about any students, teachers, or other school staff outside of an approved BPS scheduled meeting for the specific purpose of assisting an individual student. All information, including information obtained from any file, data source, and/or observation, is to be held in strict confidence. You are not to access the records of any student other than the specified student for whom you have parental/legal guardian permission to observe, assess, discuss, and/or treat. You must provide written documentation to the school principal that the parent/legal guardian has given you consent to observe, assess, discuss and/or treat the student for whom this form is being completed.

Confidentiality applies to all information gathered during review, observation, assessment, discussion, and/or treatment including, but not limited to, the following:

1. Student names, addresses, and phone numbers
2. Student exceptionalities
3. Student functioning and behavior
4. Student progress and data
5. Teacher name, address, personal phone number
6. Teacher behavior

Please note that you are required to sign-in and sign-out every time you visit the school in compliance with the school's procedures.

Please complete the information below. Your signature documents that you agree to comply with these confidentiality guidelines and that all information obtained will be held in highest confidence.

Name of Student to be Observed/Assessed/Treated

Name of School Student Attends

Printed Name of Observer/Evaluator/Provider

() _____
Telephone # of Observer/Evaluator/Provider

Address of Observer/Evaluator/Provider

City

Zip

Observer/Evaluator/Provider Signature

Date

Updated Packet Effective July 1, 2023

File original in student's cumulative file



The School Board of Brevard County, Florida

CONFIDENTIALITY AGREEMENT STATEMENT

To Whom It May Concern:

In recognizing Brevard Public Schools' (BPS) position of special trust with members of the public, and to protect the safety and rights of students, teachers, and staff, BPS makes every reasonable and responsible effort to assure that information about students, teachers, and staff remains confidential. It is only through continued public confidence that confidentiality guidelines are indeed being upheld, that the public maintains its confidence in BPS.

You have requested to observe, assess, discuss and/or treat a specific BPS student. Your request to be on a BPS campus for the purpose of observing, assessing, discussing, and/or treating a specific student is granted only with your understanding that you must agree to the statements as written on this form and you must sign this form documenting your agreement. After signing the form, please give it to a school representative. By signing this form, you agree that you will not disclose information about any students, teachers, or other school staff outside of an approved BPS scheduled meeting for the specific purpose of assisting an individual student. All information, including information obtained from any file, data source, and/or observation, is to be held in strict confidence. You are not to access the records of any student other than the specified student for whom you have parental/legal guardian permission to observe, assess, discuss, and/or treat. You must provide written documentation to the school principal that the parent/legal guardian has given you consent to observe, assess, discuss and/or treat the student for whom this form is being completed.

Confidentiality applies to all information gathered during review, observation, assessment, discussion, and/or treatment including, but not limited to, the following:

1. Student names, addresses, and phone numbers
2. Student exceptionalities
3. Student functioning and behavior
4. Student progress and data
5. Teacher name, address, personal phone number
6. Teacher behavior

Please note that you are required to sign-in and sign-out every time you visit the school in compliance with the school's procedures.

Please complete the information below. Your signature documents that you agree to comply with these confidentiality guidelines and that all information obtained will be held in highest confidence.

Name of Student to be Observed/Assessed/Treated

Name of School Student Attends

Printed Name of Observer/Evaluator/Provider

() _____
Telephone # of Observer/Evaluator/Provider

Address of Observer/Evaluator/Provider

City

Zip

Observer/Evaluator/Provider Signature

Date

Updated Packet Effective July 1, 2023

APPLICATION FOR USE OF SCHOOL BUILDING FACILITIES OF THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

If approved, this application will be subject to the conditions of the use agreement on the back of this form and to the charges indicated by separate sheet. Read the conditions of this agreement carefully before signing the agreement.

Date Applied _____ (Must be completed and submitted 10 days prior to use)

Name of School/Facility _____ Category of User (I, II, 111, or IV see back for explanation) _____

Name of Organization Making Application _____

Name of President _____

Purpose and Description of Use _____

Organization Website Address _____ E-mail address _____

Please check Yes or No below:

Will there be an admission charge? Yes No Anticipated Attendance _____

Are sole participants eligible to attend grades K-12? Yes No Do some or all participants attend BPS schools? Yes No

Does your organization have a certificate of not-for-profit status from the Internal Revenue Service (IRS)? Yes No

Do you want to use the building without heating or air conditioning to reduce the cost of use? Yes No

Dates of Use	Days of Week	Hours of Use by Applicant
	S M T W TH F S	From: _____ To: _____
	S M T W TH F S	From: _____ To: _____
	S M T W TH F S	From: _____ To: _____
	S M T W TH F S	From: _____ To: _____

CHECK SPACE NEEDED

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Classroom(s) _____ (qty) | <input type="checkbox"/> Kitchen | <input type="checkbox"/> Cafetorium/Auditorium | <input type="checkbox"/> Gym |
| <input type="checkbox"/> Stadium | <input type="checkbox"/> Track | <input type="checkbox"/> Ball Field | <input type="checkbox"/> Portable(s) _____ (qty) |
| <input type="checkbox"/> Performing Arts Theatre | <input type="checkbox"/> Teacher workroom | <input type="checkbox"/> Ball Field lights | <input type="checkbox"/> Multi-Purpose Room |
| <input type="checkbox"/> Other _____ | | | |

In addition to the terms listed on the back of this form, the User shall:

- a. Indemnify and hold the School Board of Brevard County, its agents, servants, and employees; harmless from all liability for any injury or damage which occurs on any property or in any facility made available to the User by the School Board pursuant to this agreement and which occurs during the course of any program or activity sponsored by the User. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the party of the School Board. The User's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgment, and/or settlement of any complaint, claim, or legal action.
- b. If the user is a public entity as defined in Florida Statute (F.S.) and is protected by the State's Sovereign Immunity Laws as found in F.S. §768.28, the user shall indemnify the School Board for all exposures as described in (a) above as permitted by this statute.
- c. Furnish a Certificate of Insurance naming the School Board of Brevard County as certificate holder and additional insured with general liability limits of at least \$1,000,000 per occurrence. Public entities shall submit a certificate outlining their coverages and adjusting company policy numbers.

I, _____, an officer and/or authorized representative of _____ organization, am empowered to enter into contracts and having read this agreement and conditions on the backside, do hereby agree to abide by said conditions.

Signature of Officer and/or Authorized Representative _____

Address _____

Authorized Representative's E-mail address _____ Phone No. _____

Signature of Witness _____ Application must be fully completed, signed, and witnessed

ALL FACILITY USE AGREEMENTS EXPIRE JUNE 30 EACH YEAR

NOTE: Before this agreement becomes effective, it must bear the signature of all parties below

Approved by Principal/Designee

Approved by Risk Manager/Designee



**COMMUNICATION AGREEMENT FOR A REGISTERED BEHAVIOR
TECHNICIAN (RBT) WHO HAS ACCESS TO A BREVARD 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 and/or Supervising Behavior Analyst 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 and/or Supervising Behavior Analyst 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 and/or Supervising Behavior Analyst 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 and/or Supervising Behavior Analyst will communicate any changes to the pre-approved/agreed upon schedule to the classroom teacher and school administrator;
- The RBT and/or Supervising Behavior Analyst will not be present for any state or district testing;
- The RBT and/or Supervising Behavior Analyst will not intervene with any other students in the classroom other than the individual student identified above;
- The RBT and/or Supervising Behavior Analyst will not be responsible for supervision of the student identified above; and,
- The RBT and/or Supervising Behavior Analyst will share a copy of the student's Functional Behavioral Assessment (FBA) Plan of Care/Behavior Intervention Plan and subsequent data collection.

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