

**LEANDER ISD PRIVATE DUTY NURSE AGREEMENT
LISD AND PRIVATE DUTY NURSE**

| Name of Student:

| Campus:

| Grade Level:

This Agreement is entered into between Leander Independent School District (District) and _____, a Licensed Private Duty Nurse (LPDN), employed by or contracted by the parent(s) or legal guardian(s) of _____, a minor student (Student), for the purposes of allowing LPDN to provide health services to Student in accordance with Student's Parents' requests. **The District and Parents have a separate Agreement concerning these services.** DISTRICT and LPDN do hereby agree to the following terms and conditions related to the District allowing the LPDN to accompany the Student to school:

1. Neither the District, nor the Student's Admission, Dismissal, Review ("ARD") Committee has determined that Student requires the services of a private nurse. Rather, Student's Parents prefer that Student have continuous health care from Student's private duty nurse. In order to accommodate Parent's wishes, the District agrees to allow Student's private duty nurse to accompany him/her to school each day for the purpose of providing health services.
2. The LPDN is responsible for all health, nursing, and medical services the Student may require at school, except for the State of Texas mandated screenings pertaining to the student. The District shall provide assistance to the LPDN only in an emergency situation, as determined by the District's campus nurse, in order to assist in protecting the health or safety of the Student. The parent shall provide the District with a copy of the current doctor's orders pertaining to the Student.
3. The LPDN understands and agrees that she/he will not interfere with the educational process of Student or other students in the classroom, and will take all necessary precautions to minimize disruption to the classroom. The LPDN shall not interfere with classroom management techniques, nor shall the LPDN interrupt or disrupt classroom instruction. After parental consent has been obtained, it is expected that the LPDN will share relevant health related information for the Student to District staff who have a need to know basis, including but not limited, to teacher, campus clinic staff, campus administration and other staff as necessary.
4. LPDN agrees to comply with any campus procedures related to the location of the LPDN during the school day, including the housing of the LPDN in an alternate room within the campus, as long as such procedure is appropriate for the health and safety needs of the Student.

5. The LPDN has no employment relationship with the District, and the District shall not be liable in any way for any compensation, wages, benefits (including workers' compensation insurance), and expenses of the LPDN incurred in connection with providing any service to the Student. By signing this Agreement, the LPDN acknowledges that he or she is not an employee of the District.
6. The LPDN shall be subject to all of the District's rules, regulations and policies while on District property or while attending District-related or District-sponsored events on or off District property with the Student. Further, the LPDN shall follow all procedures of the District campus on which the LPDN provides services to the Student. Those procedures include, but are not limited to, signing in and out at the front office on the school campus each day, notifying appropriate campus staff if the LPDN will be absent, and refraining from disruption of the instructional environment.
7. The District shall inform the LPDN of the applicable school rules and regulations by providing a link to the Volunteer Handbook, as well as a link to the District's Board policies on the District's web site. The LPDN must maintain the privacy and confidentiality of all students and protect against disclosure of confidential information and records, including but not limited to information and records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) which mandates the protection and privacy of health information and the Family Educational Rights and Privacy Act (FERPA) which protects student records and information. The LPDN acknowledges and agrees not to disclose any confidential information, other than as specified herein, related in any way to the Student for whom services are provided or to any other students and individuals on the campus.
8. The LPDN agrees to submit to a criminal background check conducted by the District or a District selected agency and/or authority, which includes fingerprinting from an approved Texas Education Agency. The LPDN must provide the District with a copy of his or her current nurse's license issued by the Board of Nursing for the State of Texas, in addition to all other information necessary to secure the criminal background check. The LPDN shall wear a name tag at all times when present on any property owned by the District. The name tag, in accordance with the regulations of the Texas Board of Nursing, must (1) display the LPDN's name, and (2) identify the LPDN as a registered nurse or vocational nurse according to licensure. Should the LPDN be arrested for any reason at any time during the term of this Agreement, the LPDN shall notify the District's Director of Human Resources of the arrest within two business days following the date of the arrest.
9. Upon request, the parent shall provide the District a copy of all nursing notes and related documentation prepared or maintained by the LPDN concerning the services provided by the LPDN for the Student while on District property or while attending District-related or District-sponsored events on or off District property. Copies of said notes and

related documentation shall be provided to the District nurse assigned to the campus on which the Student is enrolled not later than one school day following the date the services were provided to the Student by the LPDN. The health information will be stored in a confidential manner and will only be shared with those who have a need to know basis or who may be involved with interacting with the student. All services shall be performed entirely at the LPDN's risk. The District and the LPDN agree that the District shall have no liability for any damages or injuries the LPDN may sustain in the course of providing services to the Student herein. Further, the District and the LPDN agree that the District shall have no liability for any damages, injuries or other claims brought by the LPDN or against the LPDN arising in any way whatsoever to the provision of any school health, nursing, or medical services to the Student by the LPDN.

11. The District and the LPDN agree that this Agreement does not constitute any waiver by the District of any immunity or right it may have under the law.
12. **THE LPDN SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS AND ASSIGNS FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE LPDN, WHETHER NEGLIGENT OR PURPOSEFUL, IN THE EXECUTION OR PERFORMANCE OF (1) ANY SCHOOL HEALTH, NURSING, OR MEDICAL SERVICES TO THE STUDENT, OR (2) THE TERMS OF TIDS AGREEMENT. THE LPDN UNDERSTANDS THAT THIS INDEMNIFICATION BINDS HIM OR HER, HIS OR HER ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS.**
13. This Agreement may not be assigned by the LPDN to any other private duty nurse(s) or care provider(s).
14. This Agreement becomes effective on _____ and shall remain effect until the parent or the District terminates the agreement. However, this Agreement is expressly conditioned upon and subject to the execution of an Agreement between the District and the LPDN in which the LPDN, among other terms, acknowledges and agrees that he or she is not an employee of the District and agrees to abide by all of the District rules, regulations, and policies while on District property or at any District-related or District-sponsored event or activity on or off District property. The District can terminate this agreement, with or without cause, by written notice to the Parent(s) of the Student and the LPDN, effective immediately upon delivery of the written notice to the

LPDN. Failure to follow this agreement, may result in your immediate removal. This agreement must be completed and approved prior to services beginning

LEANDER ISD:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

LICENSED PRIVATE DUTY NURSE:

Signature: _____

Date: _____

Printed Name: _____

License Number: _____