

**LEANDER ISD PRIVATE DUTY NURSE AGREEMENT
LISD AND PARENT/STUDENT**

Name of Student:

Campus:

Grade Level:

This Agreement is entered into between Leander Independent School District (District) and _____ parent(s) or legal guardian ("PARENT") of _____, a minor student (STUDENT) for the purpose of allowing Student to receive health services from Student's Licensed Private Duty Nurse (LPDN), employed by or contracted by Parents, in accordance with Student's Parents' requests. **The District and the LPDN have a separate Agreement concerning these services.** DISTRICT and PARENT 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 services 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 District and Parents agree that the LPDN has no employment relationship with the District, and the District shall not be liable in any way for any compensation, benefits (including workers' compensation insurance), wages, or expenses of such LPDN incurred in connection with providing any service to the Student. The LPDN is responsible for all health, nursing and medical services the Student may require at school, except for state-mandated screenings pertaining to an evaluation of the student. The Parents agree and understand that the District shall provide assistance to the LPDN only in an emergency situation, as determined by a 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. The Parents agree and understand that the District must have current doctor's orders pertaining to the Student, and failure to provide current orders could result in disruption of services to the Student. The District and Parents further agree that District nurses have no duty or responsibilities for supervision or monitoring the school health, nursing, medical, or any other services provided to the above-named Student by the LPDN.
3. The District and Parents agree that the District has offered to provide all necessary and appropriate school health related services to the Student. The Parents agree and acknowledge that the District is ready, willing and able to provide those services to the Student. The Parents agree and do hereby waive and release the Student's rights to receive such school health services from the District or to be reimbursed for providing those services through the LPDN. The Parents further waive and release any and all claims against the District, its trustees, administrators, teachers, nurses, employees, officers, agents, volunteers or assigns, each both in their official and their individual

capacities, related to the provision of school health, nursing, and medical services for the Student, including any claims under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 1983, and the United States Constitution, Chapter 29 of the Texas Education Code and any implementing regulations for these aforementioned statutes, both federal and state, which might arise as a result of this Agreement. The District and Parent agree that the District has no liability for any conduct of the LPDN and the Parent hereby releases the District from any and all claims arising from or involving any way whatsoever the actions or failures to act of the LPDN.

4. The District and Parents agree that this Agreement does not constitute any waiver by the District of any immunity or right it may have under the law.
5. The Parents agree to indemnify and hold harmless the District, its trustees, administrators, teachers, nurses, employees, officers, agents, volunteers or assigns, each both in their official and their individual capacities 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, that in any way involves or relates to services provided by the LPDN to the Student or any failure of the LPDN to comply with the policies, rules and regulations of the District.

THIS INDEMNIFICATION AGREEMENT EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN CONCERNING THE LPDN, INCLUDING THOSE ARISING AS A RESULT OF THE NEGLIGENCE OF THE LPDN. THE PARENTS UNDERSTAND THAT THIS INDEMNIFICATION BINDS THEM, THEIR ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS.

6. The District and Parents agree and acknowledge that 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. This includes maintaining the privacy and confidentiality of all students, and specifically includes, but is not limited to, adhering to confidentiality in regard to 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 District shall inform the LPDN providing services to the Student of the applicable school rules and regulations by providing a link to the Volunteer Handbook(s) and a link to the District's Board policies on the District's website. The Parents further agree that, should the LPDN fail or refuse to abide by the District's rules, regulations, and policies, the Parents will take steps to rectify the situation, including addressing the problem with the LPDN and any agency which employs or provides the services of the LPDN. If the situation is not addressed to the satisfaction of the District, this agreement shall be terminated by the District.

7. The District requires all individuals who provide services on District campuses and/or facilities to have a criminal background check, which includes fingerprinting from a Texas Education Agency approved agency. **This Agreement is expressly conditioned upon each LPDN providing 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 District will require the LPDN to 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.
8. The District requires a copy of all doctors' orders and treatment plans concerning the Student that the LPDN is providing service for, and all such orders and plans must be provided to the District by the Parents prior to the LPDN's arrival on campus. The District's nurse will perform an assessment and report of Student's medical condition upon arrival at school, either on a daily or a periodic basis, to be determined by the District's campus nurse. The District further requires 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, upon request. The Parents agree to provide all necessary consents and releases of confidential information to the District to permit the District nurse to communicate with all service providers and receive copies of all reports or evaluations pertaining to the health-care needs of the student.
9. In the event that the LPDN will not accompany the Student to school for any reason during the period of this Agreement, Parent agrees to notify the school nurse on the campus where Student is enrolled of the LPDN's absence. Parent shall provide this notice as soon as possible, but in no event later than the start of the school day on which the LPDN will be absent. Parents understand that the services provided by the LPDN may be above and beyond what the District (through an ARD Committee, 504 Committee, or other evaluation process) has determined is necessary and appropriate for Student to receive a free, appropriate public education. Thus, the services that may be provided in the absence of the LPDN will not be identical to the services provided by the LPDN.
10. This Agreement becomes effective on _____ and shall remain in 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's rules, regulations, and policies while on District property or at any District-related or District-sponsored event or activity on or off District property.** This agreement may be terminated by the Parents upon provision of written notice to the District five school days in advance of the intended cessation of services by the LPDN, following which the District agrees to provide all necessary and appropriate

school nursing services and school health related services to the Student. In addition, the District may terminate this agreement by written notice to the parents, effective immediately upon delivery of the written notice to the parent. This agreement must be completed and approved prior to the initiation of LPDN services to the student at school.

LEANDER ISD:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PARENTS:

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____

