



STATE OF TEXAS

§

**NURSING SERVICE AGREEMENT**

COUNTY OF BEXAR

§

**NURSE FORM**

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**AGREEMENT TO PERMIT CERTAIN PRIVATE NURSING SERVICES ON DISTRICT PROPERTY**

Name of Student:	Campus:	Grade Level:
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The Judson 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”) do hereby agree to the following terms and conditions related to the District allowing the LPDN to accompany the Student to school:

1. The LPDN is responsible for all school health; nursing and medical services the Student may require at school, except for hearing and vision screenings pertaining to an evaluation of the student. The District shall provide assistance to the LPDN only in an emergency situation, as determined by a District nurse, in order to assist in protecting the health or safety of the Student. The LPDN shall provide the District with a copy of the current doctor’s orders pertaining to the Student.
2. The LPDN understands and agrees that it will not interfere with the education 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.
3. 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.
4. LDPN agrees to comply with all bus procedures if LDPN accompanies student on the bus and agrees not to interfere with bus management techniques or disrupt the bus environment.
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. The LPDN further agrees 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. The LPDN is acting as a private independent contractor and will have control of his/her work and the manner in which it is performed.

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 PDN will be absent, and refraining from disruption of the instructional environment.
7. 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 and agrees to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs. 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. The LPDN 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.



10. LPDN will not interfere with or disrupt any District employee who is providing any educational or related services to District students, including the student named above.
11. The LPDN must take all precautions necessary for the safety of and prevention of damage to District property, and for the safety and prevention of injury to the Student and to all persons, including District employees and other students, while on District property or while attending District-related or District-sponsored events on or off District property 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.

**THE LPDN HEREBY RELEASES THE DISTRICT FROM ANY AND ALL CLAIMS. THIS RELEASE EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN, INCLUDING THOSE ARISING AS A RESULT OF:**

- a. **THE NEGLIGENCE OF THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS, ALL BOTH IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE LPDN AGREES AND COVENANTS NOT TO SUE THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION; OR**
  - b. **THE OPERATION, USE OR MAINTENANCE OF ANY MOTOR VEHICLE BY THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS AND ASSIGNS, ALL BOTH IN THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES, OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE LPDN AGREES AND COVENANTS NOT TO SUE THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS OR ASSIGNS FOR SUCH CLAIMS OR CAUSES OF ACTION.**
12. 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.
  13. 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 this Agreement. **THIS INDEMNIFICATION AGREEMENT EXPRESSLY EXTENDS TO ALL CLAIMS OR CAUSES OF ACTION OF ANY ORIGIN, INCLUDING THOSE ARISING AS A RESULT OF THE NEGLIGENCE OF THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, NURSES, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS AND ASSIGNS, ALL BOTH IN THEIR OFFICIAL AND IN THEIR INDIVIDUAL CAPACITIES OR ANY OTHER PERSON OR ENTITY, WHETHER BY ACT OR OMISSION. THE LPDN UNDERSTANDS THAT THIS INDEMNIFICATION BINDS HIM OR HER, HIS OR HER ASSIGNS, PERSONAL REPRESENTATIVES AND HEIRS.**

14. This Agreement may not be assigned by the LPDN to any other private duty nurse(s) or care provider(s).
15. This Agreement becomes effective on \_\_\_\_\_ and shall remain in effect until the end of the current school year and the duration of any extended school year services. 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. This agreement must be completed and approved prior to services beginning.
16. A waiver, alteration, or modification of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.
17. This Agreement may not be assigned by either party without the prior written consent of the other party.
18. The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
19. This Agreement is made in accordance with the laws of the State of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any litigation resulting from this Agreement shall lie in the state courts of Bexar County, Texas.



**JUDSON ISD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSED PRIVATE DUTY NURSE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ License Number: \_\_\_\_\_