LIBERTY HILL INDEPENDENT SCHOOL DISTRICT
301 Forrest Street • Liberty Hill, TX 78642 • Phone: 512-260-5569 1048 • Fax: 512-260-5594

AGREEMENT TO PERMIT CERTAIN PRIVATE NURSING SERVICES ON DISTRICT PROPERTY

PRIVATE NURSING SERVICES AGREEMENT

STUDENT:	CAMPUS:	GRADE LEVEL:

Prior to entering into a Private Nursing Services Agreement and these Guidelines (the "Agreement"), Liberty Hill Independent School District ("District") offered the Student a free appropriate public education ("FAPE") in accordance with the Individuals with Disabilities Education Act. The District's agreement to allow a Private Duty Nurse ("PDN") to serve the Student is in no way an admission of a violation of the District's obligation to provide FAPE.

The District and _____, Parent(s)/Guardian(s) of the above-named Student, do hereby agree to the following terms and conditions related to the District allowing a licensed PDN to serve the Student at the Campus as follows:

1. The District and Parents agree that a PDN employed by or contracted by the Parent/Guardian may be allowed access to the Student on Campus to provide the Student nursing services. The terms of this Agreement are applicable to any PDN and/or any outside agency associated with said PDN who serves the Student on Campus.

2. The District and Parents agree that the PDN has no employment relationship with the District and the District shall not be liable in any way for any compensation, wages, or expenses incurred by the PDN in connection with providing any service to the Student. The PDN is not to be considered an agent or employee of the District and is not entitled to participate in or receive any benefits that the District provides for its employees, including workers' compensation insurance.

3. The District and Parents agree that the District has no liability for any conduct of the PDN, including negligence, and the Parents hereby release the District from any and all claims arising from or involving in any way the actions or omissions of the PDN. This release expressly extends to all claims or causes of action of any origin, including those arising as a result of the negligence of the PDN or of the District, its trustees, administrators, teachers, employees, officers, agents, volunteers, and assigns, all in their official and in their individual capacities, or any other person or entity, whether by act or omission. Parents agree and covenant not to sue the District, its trustees, administrators, teachers, employees, officers, agents, volunteers, or assigns for such claims or causes of action.

4. **PARENTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, ADMINISTRATORS, TEACHERS, EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, OR ASSIGNS, ALL IN THEIR OFFICIAL AND THEIR INDIVIDUAL CAPACITIES, FROM ANY DAMAGES OR LOSS ARISING FROM:**
   - **(A) ANY CLAIM OR CAUSE OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE ASSERTED BY THE PARENTS, THE STUDENT, THE PDN, OR ANY OTHER PERSON OR ENTITY THAT IN ANY WAY INVOLVES OR RELATES TO SERVICES PROVIDED BY THE PDN; AND/OR**
   - **(B) ANY FAILURE OF THE PDN TO COMPLY WITH THE RULES AND REGULATIONS OF THE DISTRICT.**

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

5. While the Student is at school, the District shall provide assistance to the PDN of the Student in any emergency situation that may arise in order to assist in protecting the health or safety of the Student.

6. The District and Parents agree that the District has offered to provide all necessary and appropriate nursing services to the Student. The Parents agree and do hereby waive and release the Student's rights to receive such nursing services from the District or to be reimbursed for providing those services through the PDN. Parents further waive and release any and all claims against the District, its trustees, administrators, teachers, employees, officers, agents, volunteers, or assigns, all 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, 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.

7. The District and Parents agree that the PDN shall be subject to all 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. The District shall inform the PDN of the applicable school rules and regulations by providing a written copy of the applicable school rules, regulations, and policies. The Parents further agree that, should the PDN 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 PDN and any agency which employs or provides the services of the PDN. If the situation is not addressed to the satisfaction of the District within a reasonable time, this Agreement shall be terminated by the District.

8. The District requires all individuals who provide services on District campuses and/or facilities to have a criminal background check. Each PDN shall provide the District with a copy of his or her current nursing license issued by the Texas Board of Nursing and all other information necessary to secure the criminal background check. Parents and/or the PDN or agency that employs the PDN are responsible for all fees associated with the criminal background check. The PDN must wear a name tag at all times when present on any property owned by the District.

9. To the extent applicable, the District requires a copy of all physician orders and action plans concerning the Student for whom the PDN is providing nursing services. All such orders and plans must be provided to the District by the Parents and/or the PDN prior to the PDN's arrival on Campus. The Parents agree to provide all necessary consents to the District to permit appropriate District personnel to communicate with all service providers and receive copies of all reports or evaluations pertaining to the nursing service and/or health needs of the Student.

10. The District and Parents agree that this Private Duty Nursing Services Agreement sets forth all the terms and conditions related to the District allowing a Private Nurse to come to Campus and provide nursing services to Student.

11. The District reserves the right to interview and approve all potential Private Duty Nurses before a particular PDN allowed access to Campus. The Parents agree not to contest any future decision by the District concerning the specific PDN approved by the District.

12. As a condition precedent to the performance of this Agreement, any PDN who will provide services under this Agreement must execute a statement acknowledging that he or she is not an employee of the District and agreeing 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.

13. This Agreement becomes effective on the date last signed below ("Effective Date"). This Agreement shall remain in effect until the end of the school year in which the Agreement becomes effective and for any extended-year services, if applicable. This Agreement must be re-approved prior the beginning of each subsequent school year.

14. This Agreement terminates when the Student is no longer enrolled in the District, or if the Parent notifies the District of a change in the hours of nursing assistance. In addition, the District can terminate this Agreement by written notice to the Parents and the PDN, effective immediately upon delivery of the written notice. In such circumstance, the Student's ARD committee will determine whether the District is responsible for providing the nursing services by District personnel.

15. This Agreement must be completed and approved prior to services beginning.

16. The rights afforded to the parties under this Agreement are not transferable and may not be assigned to any other person or entity.

17. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained in the Agreement.

18. This Agreement is made according to 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 Texas law.

Signature of Parent	Name of Parent	Date
Signature of Parent	Name of Parent	Date
Signature of Campus Administrator	Name of Campus Administrator	Date
Signature of District Administrator	Name of District Administrator	Date