COUNTY OF HAYS §
STATE OF TEXAS §

PARENT AGREEMENT – Private Nursing Services

The Hays Consolidated Independent School District (District) and ____________________ (Parent(s)), who are Parent(s) of a minor student, ____________________ (Student), do hereby agree to the following terms and conditions related to the District allowing a private nurse to accompany Student to school as follows:

1. The District and Parents agree that a private nurse employed by Parents will provide whatever medical services the Student may require during the school day. The private nurse may also accompany the Student on the school bus. The private nurse will be responsible for providing any personal transportation he/she may need during the school day.

2. The District and Parents agree that the private nurse has no employment relationship with the District and that the District is in no way liable for any wages or expenses of such private nurse. Further, the District and Parents agree that the District has no liability for any conduct of such private nurse or for any damages or injury which such private nurse may sustain in the course of providing the services to Student described herein, except as required by law, and that this Agreement does not constitute any waiver by the District of any immunity or right it may have under the law. The District and Parents further agree that nurses employed by the District have no responsibilities for supervising or monitoring the school health, nursing, and medical services provided to Student by Student’s private nurses.

3. The District and Parents agree that some or all of the services provided to Student by the private nurse may constitute related services required to assist Student in accessing or benefiting from Student’s special education program. Parents agree that the District has offered to provide all school health services, including nursing services that Student needs in order to benefit from special education, in accordance with the Individuals with Disabilities Education Act (IDEA). Parents have been informed of and understand their rights to obtain school health services for Student from the District.

4. Because the Parents prefer that Student have continuous nursing care from Student’s private home nurses, District nursing staff will provide nursing support only if/when the private duty nurse is absent/unavailable consistent with this provision. Parents hereby waive Student’s rights to receive school health services from the District, other than hearing and vision screenings pertaining to an evaluation of the Student. Notwithstanding, the Parent agrees to provide the
District with 24 hours notice should the PDN be expected to be absent for any reason and will retain responsibility for contacting the private health care service and request a substitute PDN. In the event, the PDN or substitute PDN cannot be available, the District will provide nursing support consistent with the most recent ARDC recommended school health services and the parent will sign an ARD amendment to effectuate the provision of school health services. The parent further agrees to request an ARDC meeting for the purpose of considering any changes related to school health services, due to the unavailability of the PDN, if such unavailability exceeds 10 school days. Parents further waive any and all claims against the District related to the provision of school health, nursing, and medical services for Student, including any claims under the IDEA, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), 42 U.S.C. § 1983, Chapter 29 of the Texas Education Code, and any implementing regulations for these afore-mentioned statutes, which might arise as a result of this Agreement.

5. The District and Parents agree that should Parents, at any time after the Effective Date of this Agreement, request new or adjustments to school health services, including nursing services, an ARD Committee shall convene to consider the request.

6. The Parents agree to provide the District with a copy of the any/all current doctor’s orders for the Student.

7. The Parents understand that the Nurse must submit to a criminal background check conducted by the District or a District selected agency and/or authority. The District agrees to waive the requirement of a criminal background check, if the Nurse provides documentation that he/she has passed a criminal background check within 24 months of beginning their employment, consistent with the criteria used by the District in its criminal background checks. The Nurse 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.

8. The District and Parents agree that the private nurse shall be subject to all of the District’s rules, regulations and policies while on school property, on the bus or while attending school related events with Student. The District and Parents further agree that, should the private nurse fail or refuse to abide by the District’s rules, regulations and policies, this Agreement shall be suspended and the private nurse shall not be allowed to attend school or school sponsored events with Student unless and until satisfactory arrangements have been made by Parents to rectify the situation.

9. The District and Parents agree that this Agreement sets forth all the terms and conditions related to the District allowing a private nurse to attend school with Student and that any modifications
or changes to this Agreement must be made in writing by agreement of the parties.

10. This Agreement is effective as of ____________ and shall remain in effect until the end of the current school year and the duration of any extended school year services. However, this Agreement is expressly conditioned upon the execution of an Agreement between the District and the private nurse in which the private nurse, 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 activity on or off District property.

HAYS CISD:

By: ____________________________  Date: ____________________________
Name: ____________________________
Title: ____________________________

PARENT OR LEGAL GUARDIAN:

By: ____________________________  Date: ____________________________
Name: ____________________________