**PLANO INDEPENDENT SCHOOL DISTRICT**

**AGREEMENT TO PERMIT ACCESS TO PRIVATE DUTY NURSE**

The Plano Independent School District (“District”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parents”), the parents/guardians of (“Student”), do hereby agree to the following terms and conditions related to the District allowing a contracted private duty nurse (“Private Nurse”) to accompany Student to while in attendance at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“School”) as follows:

1. The District and Parents agree that a Private Nurse employed by Parents will be allowed to accompany Student throughout the School day to provide nursing services for Student. The school nurse will provide assistance and support during medical emergencies, if necessary.
2. Current medical orders from the Student’s physician for both the Private Nurse and the School will be kept on file with the school nurse.
3. If the services provided by the Private Nurse are required through the Student’s IEP, the Student will not attend School without the necessary services/supports provided by the Private Nurse.
4. 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. The District and Parents agree that the District has no liability for any conduct of the Private Nurse or for any damages or injury which the Private Nurse may sustain or cause 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 the nurses employed by the District have no responsibilities for supervising or monitoring the nursing services provided to Student by Student’s Private Nurse. The special education nurse case manager or PISD designee may contact the parent/guardian and agency in the event that there is reason to believe that the Student is in danger from treatment or negligence on the part of the private duty nurse.
5. 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 services, including nursing services, that Student needs in order to benefit from special education, in accordance with the Individuals with Disabilities Education Act (IDEA), and judicial interpretations of the IDEA, including, specifically, those contained in *Cedar Rapids Community School District v. Garret F.*, 119 S.Ct. 992 (1999). Parents have been informed of and understand their rights to obtain school health services for Student from the District.
6. Because the Parents prefer that Student have continuous nursing care from Student’s Private Nurse(s), Parents hereby waive Student’s rights to receive school health services from the District. Parents further waive any and all claims against the District related to the provision of school health, nursing, and medical services for Student.
7. The District and Parents agree that should Parents, at any time after the Effective Date of this Agreement, request school health services, including nursing services, an ARD Committee shall convene to consider such request.
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 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, policies and guidelines, 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. Additionally, the Private Nurse will maintain the confidentiality of all information heard and seen about students other than the Student he/she is serving in the course of serving this Student.
9. The District and Parents agree that the Private Nurse will complete a criminal history background check by the appropriate District central administration office personnel, as required of school volunteers under Board Policy GKG (LOCAL) and that the Private Nurse’s ability to perform services on any campus of the District is subject to a satisfactory result of such criminal history check.
10. The District and Parents agree that the Private Nurse will keep on file with the special education nurse case manager, the following information:
11. Name of Private Nurse;
12. Copy of nursing license;
13. Name of supervisor;

4. Copy of current CPR card; and

1. Name, address, and phone number of employer
2. Copy of current physician orders for care required during School day.

12. Once the above requirements are fulfilled, the District and Parents agree that the private duty nurse will obtain a contract photo ID through Plano ISD Safety and Security Department.

13. The District and Parents agree that this Agreement sets forth all the terms and conditions elated 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.

14. This Agreement is effective as of and terminates .

Required Signatures

 , Date\_\_\_\_\_\_\_\_\_\_\_\_

Parent, individually and as next friend of (Student’s name)

 , Date\_\_\_\_\_\_\_\_\_\_\_\_

Parent, individually and as next friend of (Student’s name) (only one parent signature is required)

 , Date\_\_\_\_\_\_\_\_\_\_\_\_

# Associate Superintendent for District Services