**Acknowledgment and Indemnification Agreement**

The parties to this Acknowledgement and Indemnification Agreement (hereinafter referred to as agreement) hereby acknowledge that the parent provided Private Instructional Personnel (hereinafter referred to as PIP) is not an employee, agent, or assign of the District School Board of Pasco County. The parties to this agreement further agree that the parent provided PIP does not have an expectation of employment with the District School Board of Pasco County (hereinafter referred to as School Board). The parties to this agreement further agree that the parent provided PIP has no right or expectation to the benefits, rights, or protections of an employee of the School Board, including, but not limited to wages, workers compensation insurance, health insurance, disability insurance, fringe benefits, or any other benefits, rights, or protections afforded to School Board employees by contract or law.

The parties to this agreement, specifically including the parents/guardian of the relevant minor(s), hereby agree and acknowledge that the School Board, its agents, assigns, or employees (hereinafter collectively referred to as School Board) shall in no way be liable for any damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the parent provided PIP. Furthermore, the parties to this agreement, specifically including the parents/guardian of the relevant minor(s), hereby fully release the School Board from any and all damages of any nature whatsoever which relate to, are caused by, or are materially contributed to by the direct or indirect negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the parent provided PIP. This release of liability specifically includes, but is not limited to, any and all claims concerning the School Board's supervision, direction, or control of the parent provided PIP, as well as the allowance of the PIP to be present on School Board property or act on School Board property.

The parties to this agreement hereby agree and acknowledge that the undersigned parent shall indemnify, protect, and hold harmless the School Board for any and all damages of any nature whatsoever which are caused or materially contributed to by the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the parent provided PIP. In the event that the School Board incurs any costs, legal fees, or losses resulting from claims or judgments arising out of the negligence, misfeasance, malfeasance, recklessness, intentional acts, unintentional acts, or any other acts of the parent provided PIP, then such parent agrees to fully reimburse School Board for the same within thirty (30) days of the School Board's presentation of such costs, fees, or losses to the parent. The undersigned parent agrees that any amounts not reimbursed within the contractual thirty (30) day period, will incur monthly interest at the statutory rate applying to judgments in effect at the time that such cost, legal fee, or loss is presented to the parent.

The parties to this agreement understand that confidential student records and information will be shared between School Board staff and the PIP. The undersigned parent/guardian understands that all such records may be confidential under Federal Law and Florida Law, including, but not limited to §1002.22, Florida Statutes and 20 U.S.C.A.

§ 1232g, and waives all rights of confidentiality, thereby allowing SCHOOL BOARD to provide copies of my records to the PIP.

The parent provided PIP agrees to keep secure, secret, and confidential any and all confidential student information and records that PIP obtains or receives, either through direct contact concerning the subject student that the PIP is assisting, or through indirect contact, inadvertence, or by overhearing the confidential student information or records of other students in the vicinity of the PIP while on school grounds. The PIP shall indemnify, protect, and hold harmless the District School Board of Pasco County, as set forth above, for any violation of the confidentiality of student information or records.

The District School Board of Pasco County specifically reserves any and all rights, benefits, and protections afforded to it by Florida Law, whether it be by statute, administrative law, regulation, general law, or common-law. These protections specifically include, but are not limited to those afforded by Section 768.28, Florida Statutes, sovereign immunity, and any other controlling legal precedent. The parties to this agreement agree that the provisions of this agreement, and the application of any relevant laws, are to be construed in a manner that is most favorable to the School Board, so as to provide protection, indemnification, and a release of liability to the School Board.

The parent shall ensure that the PIP secures a working knowledge of, and abides by, all School Board policies, rules, and procedures while present on School Board property. The parent provided PIP further understands that any observation, collaboration, or provision of private services under this agreement are subject to the consent of the applicable school principal and public instructional personnel as to time and place.

Date Parent/Guardian of Student

Date School Administrator

Date District School Board of Pasco County,

Office for Student Support Programs