

**AGREEMENT TO ALLOW ACCESS TO A THIRD PARTY PROFESSIONAL**  
*(To be completed by the school principal or designate)*

This agreement is between the following parties:

**Toronto District School Board (the Board)**

and

Parent(s)/Guardian(s) \_\_\_\_\_

and

Third Party Professional \_\_\_\_\_

**Purpose**

This agreement is designed to outline the terms and conditions under which the Third Party is allowed to enter the premises of \_\_\_\_\_ (the School) to conduct observations of the following student: \_\_\_\_\_. By signing this agreement, all parties agree to abide by the terms and conditions contained herein.

**Terms and Conditions**

The Board agrees to allow the Third Party to be present in the School under the following terms and conditions:

1. Any visits by the third party are exclusively for the following purpose(s): (state clearly the purpose(s) and the nature of activities to be observed) \_\_\_\_\_  
\_\_\_\_\_
2. The Third Party will consult with the Principal and appropriate School staff as to dates, times, frequency, location, and duration of any/all visits. (submit in writing)
3. The Third Party will attend only as agreed in Item 2.
4. Any deviation from the schedule agreed upon in Item 2 must be cleared by the Principal and staff ahead of time.
5. The Third Party will follow Board/School protocols for school visitors.
6. The Third Party will provide evidence of professional credentials.
7. The Third Party will provide evidence of appropriate professional liability insurance.
8. The Third Party will provide evidence of a current Criminal Background Reference Check satisfactory to the Board. The Third Party (and parent(s)/ guardian(s), if applicable) will take all reasonable steps to avoid disrupting students and staff members in the course of their duties.
9. The Third Party will respect that the Principal is responsible for managing the school and all those who enter the premises – including the Third Party (*Education Act* and O. Reg. 298).

10. The Third Party will respect that the classroom teacher, under the direction of the Principal, is responsible for designing and implementing all educational programs.
11. The Third Party is expected to supplement the regular or special education program and services provided for the student by Board personnel and support services, and to provide a copy of any written observations, recommendations or reports arising out of the visit(s) to the school within a specified time frame. (set out time frame)
12. The Third Party agrees not to perform any duties of an employee in any bargaining unit except to the extent that it is necessary to demonstrate a strategy or technique.
13. The Third Party agrees to respect the privacy rights of every person in the school as outlined in the *Municipal Freedom of Information and Protection of Privacy Act* and the *Education Act* and not record observations or make reports or comments on any other students or staff which could serve to identify the individual(s) in any way. This includes the use of any technological devices in such a way that such use could compromise the privacy rights of any person on the School premises.
14. The Parent(s) and the Third Party agree that any visit is without prejudice to any litigation, existing or future, between the Parent(s) and the Board or any employee of the Board. The Parent(s) also agree that any observations made during School visits will not be used as evidence against the Board or any of its employees in any legal proceedings.
15. Permission to observe does not grant licence to consult with, advise or make recommendations directly to school staff: any such activities will be permitted and organized by the Principal.

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The parties confirm that they are bound by the terms and conditions set out above by signing in the spaces provided below. The Third Party hereby confirms that they are a member in good standing of the College or other organization governing their profession. Where more than one parent is involved, both may sign the agreement. It is understood and agreed, however, that the signature of one parent is binding on both parents.

\_\_\_\_\_

Principal/Designate

\_\_\_\_\_

Date signed

\_\_\_\_\_

Parent/Guardian

\_\_\_\_\_

Date signed

\_\_\_\_\_

Parent/Guardian

\_\_\_\_\_

Date signed

\_\_\_\_\_

Third Party

\_\_\_\_\_

Date signed

c: Principal, OSR, Parent/Guardian, Third Party Professional