

## AGREEMENT TO ALLOW ACCESS TO A THIRD-PARTY PROFESSIONAL

*(To be completed by the school principal or designate and signed as indicated)*

This Agreement to Allow Access to a Third-Party Professional is entered into as of \_\_\_\_\_ (the "Agreement")

Between:

**Louis Riel School Division**  
(the "Division")

and

(the "Parent/Guardian")

and

(the "Third Party")

### Whereas:

- 1) Pursuant to Division policy JBC, Appropriate Educational Programming: Provision of In-School Support to Students by External Practitioners, the Division is prepared to allow external service providers ("Third Party") to attend on Division premises, during regular school hours, to provide services to the Division's students;
- 2) The Parent/Guardian and the Third Party have entered into a private agreement to have the Third Party provide services to the Student (as hereinafter defined) and wishes to permit the Third Party to attend on Division premises to provide said services; and
- 3) The Division wishes to make set out the basis upon which the Third Party is permitted to attend on Division property.

**Now Therefore** in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the Division, the Parent/Guardian, and the Third Party hereby agree as follows:

1. The Third Party is allowed to enter the premises of \_\_\_\_\_ (the "School") to provide professional services related to the Student-Specific Plan ("SSP") for \_\_\_\_\_ (the "Student").
2. Any attendance by the Third Party at the School is exclusively for the following purpose(s): (state clearly the purpose(s) and the nature of the service(s) to be provided)

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3. The Third Party will submit a request for dates, times, and duration of any and all visits, in writing, for the Principal's consideration in advance of the Third Party's attendance.
4. The Third Party will only be permitted to attend the School on the dates and at the times as approved by the Principal. Any modification to the agreed upon schedule pursuant to paragraph 3 hereof must be approved by the Principal in advance.
5. The Third Party acknowledges that attendance at the School is a privilege and not a right, and the Third Party will be required to follow all Division policies and protocols applicable to school visitors.
6. The Third Party hereby confirms that they are a member in good standing of the College or other organization governing their profession. Prior to their attendance at the School, the Third Party shall provide the Principal with copies of the following:
  - a) evidence of their professional credentials (*i.e.*, professional college registration in good standing);
  - b) evidence of appropriate professional liability insurance; and
  - c) evidence of a current (within the last 12 months) and clear Criminal Records Check and Child Abuse Registry Check
7. The Third Party and Parent/Guardian, if applicable, will refrain from interfering with the operation of the School and will take all reasonable steps to avoid disrupting students and/or staff members in the course of their attendance at the School and in the performance of their duties.
8. The Third Party and Parent/Guardian acknowledge and agree that the Principal is responsible for managing the School and all those who enter the premises – including the Third Party (*Public Schools Act 231(3)*). The Principal shall have the exclusive authority to require the Third Party and/or Parent/Guardian to leave the School, at any time, in the Principal's sole discretion,
9. The Third Party will respect that the classroom teacher, under the direction of the Principal, is responsible for designing and implementing all educational programs.
10. The Third Party is expected to supplement the SSP and will not, without prior writing approval of the Principal, act in contravention of the SSP. The Third Party will provide a copy of any written observations, recommendations or reports arising out of the visit(s) to the School within a specified time frame to be determined by the parties.
11. The Third Party agrees not to perform any duties and/or responsibilities beyond those described in paragraph 2 hereof, nor will the Third Party perform the duties of any Division employee, save and except to the extent that such performance is necessary to demonstrate a strategy or technique.
12. The Third Party agrees to respect the privacy rights of every person in the School as outlined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act* and will not record observations or make reports or comments on any other students and/or staff which could serve to identify the individual(s) in any way. The foregoing includes the use of any technological / recording devices which could compromise the privacy rights of any person on the School premises.
13. The Parent/Guardian and the Third Party agree that any visit contemplated herein is without prejudice to any compliant and/or litigation, existing or future, between the Parent/Guardian and the Division.
14. Permission to support the Student in the School does not grant the Third Party licence to consult

with, advise or make recommendations directly to Division staff. Any such communications must be approved and organized by the Principal, in advance.

15. All information, data, research, documents, photographs and materials produced (in whole or in part) by the Division, or any employees or agents of the Division, and all copyright therein, shall be and remain the exclusive property of the Division.
16. Any equipment, materials, and supplies provided by the Division to the Third Party shall remain the property of the Division and shall be returned without cost to the Division, upon request.
17. The Parent/Guardian acknowledges and agrees that the Third Party is not an employee and/or agent of the Division. The Parent/Guardian further acknowledges and agrees that the Third Party shall have one on one meetings with the Student and that Parent/Guardian places no reliance on the Division in the selection, oversight, or supervision of the Third Party. The Parent/Guardian expressly acknowledges and agrees that the Division shall not be responsible for supervising the Third Party.
18. The Third Party shall use due care in the performance of the obligations under this Agreement to ensure that no person, including the Student is harmed, no property is damaged or lost and no rights are infringed. The Parent/Guardian (on their own behalf and on behalf of the Student) and/or Third Party shall save harmless and indemnify the Division, its trustees, employees and agents from and against all claims, liabilities, costs, damages and demands arising from the performance and delivery of services under this Agreement. The Parent/Guardian (on their own behalf and on behalf of the Student) and/or Third Party hereby covenant and agree not to make any demands, claims, or bring any suit or action against the Division or any party who may claim contribution or indemnity from the Division, with respect to any loss occasioned by, or in the performance of, the services provided by the Third Party.
19. The Parent/Guardian and Third Party agree that but for the terms set out herein, the Division would not agree to have the Third Party attend on Division premises.
20. If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be severed from the Agreement and shall not be deemed to affect or impair the validity of any other provision or part hereof, which shall continue in force and effect.

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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.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date signed

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

\_\_\_\_\_  
Date signed

c: Principal, Parent/Guardian, Third Party