

Title: **ACCESS TO SCHOOL BY THIRD PARTY PROFESSIONALS**

Adopted: November 15, 2011

Revised: January 2019

Authority: Child, Youth and Family Services Act (April 2018)
Education Act
Ontario Regulation 298
Municipal Freedom of Information and Protection of Privacy Act
Personal Health Information Protection Act

PURPOSE

The purpose of this procedure is to provide a process by which approval may be obtained to allow third party professionals to gain access to a child's classroom.

DEFINITIONS

- Third party professionals: Professionals who are not employees of the Authority or of Holland Bloorview Kids rehabilitation Hospital and who are in the fields of medical, mental health and/or social service and may include but are not limited to psychologists, occupational therapists, Intensive Behaviour Intervention (I.B.I.) therapists, child and youth workers, physiotherapists, social workers, speech and language pathologists, nurses, family service workers.
- Observation: Observation of a student in a school setting by a third party service provider for the sole purpose of assisting Authority staff to provide a supportive learning environment for a student.
- Demonstration: Demonstration of a suggested strategy or technique by a third party service provider that staff may be able to adapt and utilize in a school setting as determined by the school principal and in accordance with the Individual Education Plan (IEP).
- Direct Therapy: The treatment of disease or of any physical or mental disorder by medical or physical means, usually excluding surgery.

PROCEDURES

1. Observation of students in the classroom instruction setting is often deemed to be a key component of assessment.
2. Such third party observations and the assessments and reports that follow are potentially of great benefit to both the school and the child.
3. The Authority is committed to the education and well-being of its students. This, on occasion, indicates the desirability of co-operation with outside agencies and third party professionals (as defined).
4. Staff will at all times comply with responsibilities under the *Education Act* to ensure that anyone coming into direct contact with students at school holds the appropriate professional qualifications and satisfies the police reference check requirements of the Authority's policy which states that any visitor to a classroom or school on a regular, ongoing basis must have a criminal background check. (Not applicable in most situations involving demonstration or observation by third party professionals since visits are to be limited and not regular and ongoing.)
5. The presence of a third party professional will not be permitted to interfere with the Authority's obligation to comply with the minimum instructional day requirements of Ontario Regulation 298, s.3(1).
6. The Authority will protect the confidentiality of personal information of students and staff as required by the *Education Act*, the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and Authority policies. There will be no video- or audio-taping of students or staff.
7. The main purpose of classrooms and instructional settings is to serve the best educational interests of all students, and therefore the presence of a third party professional will not be allowed to detrimentally affect the provision of education to other students in the instructional setting.
8. There is obligation under collective agreements to which the Authority is party to not allow third party professionals to engage in the work of any bargaining unit where that would contravene a collective agreement.
9. Direct therapy to students will not be provided.
10. Bloorview School is a publically funded teaching/learning venue for the use of students and staff. Accordingly Bloorview School is not an appropriate location for the regular or routine conduct of private professional practice or for the transacting of business by private professionals.
11. Process for Making a Request for Third Party Professional Access to the School
 - (a) The parent or applicable third party shall provide a written request to the Principal at least one week prior to the proposed visit to allow a third party professional into the school for the purpose of observing their child or making recommendations to the Principal for the purpose of supporting the educational needs of the child.

The written request shall include an outline from the third party professional which outlines the purpose of the proposed visit(s), the nature of activities to be observed, the timing and frequency of visits.

- (b) Visits should be limited in number and duration to avoid disruption while still allowing for required information to be acquired and/or shared.
 - (c) The third party professional will also provide a current Criminal Background Check (if required) and documentation of appropriate professional liability insurance.
 - (d) The third party professional will confirm on the Agreement to Allow Access to a Third Party (form attached) that he or she is a member in good standing of the college or other organization governing his or her profession (e.g. Psychologist, Sociologists, Physician).
 - (e) The Principal will consult in advance with the affected teacher to determine the advisability and potential timing of the visit.
 - (f) The Principal will consider various factors when deciding to grant or deny any such request which may include but are not limited to:
 - number of third party professionals requested
 - proposed frequency of visits
 - disruption of other students/programs
 - perceived value to student in question
 - student and staff safety
 - *Municipal Freedom of Information and Protection of Privacy Act* or *Educational Act* considerations
 - presence or lack of required Informed Consents and/or signed releases
 - purpose of visit.
12. Should the Principal, after consultation with the teacher, decide to grant the request, an Agreement to Allow Access to a Third Party Professional will be completed and signed by all parties. Signatories to the Agreement will be the Principal for the Authority, the parent(s) and the third party professional.
13. Should a meeting be deemed appropriate by the Principal between school and the third party professional, it will be conducted in the presence of the Principal or designate.
14. Recommendations given by the third party professionals will be considered (by the Principal) for inclusion in the student's Individual Education Plan (IEP).

SAMPLE



This agreement is between the following parties:

Bloorview School Authority (the Authority)

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 Bloorview School Authority to conduct observations of the following student: _____. By signing this agreement, all parties agree to abide by the terms and conditions herein.

Terms and Conditions

The Authority 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 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 approved by the principal and staff ahead of time.
5. The Third Party will follow 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 Authority.
9. The Third Party (and parent(s)/guardian(s), if applicable) will take all reasonable steps to avoid disruption of students and staff members in the course of their duties.

10. 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).
11. The Third Party will respect that the classroom teacher, under the direction of the principal, is responsible for designing and implementing all educational programs.
12. The Third Party is expected to supplement the regular or special education program and services provided for the student by Authority 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.)
13. 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.
14. 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.
15. 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 Authority or any employee of the Authority. The parent(s) also agree that any observations made by the third party or parent during school visits will not be used as evidence against the Authority or any of its employees in any ongoing or future legal proceedings.
16. 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.

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 he or she is a member in good standing of the College or other organization governing his or her 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