

Toronto District School Board

Operational Procedure PR575

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

Adopted: June 3, 2008

Effectuated: June 3, 2008

Revised: **October 12, 2021**

Reviewed: April 30, 2012; **October 12, 2021**

Authorization: Executive Council

1. RATIONALE

The Access to Schools by Third Party Professionals Procedure (the "Procedure") supports the implementation of the Ministry of Education's Policy/Program Memorandum (PPM) No. 140: Incorporating Methods of Applied Behaviour Analysis (ABA) into Programs for Students with Autism Spectrum Disorders (ASD), No. 149: Protocol for Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Service Professionals, and Paraprofessionals, PPM No. 81: Provision of Health Support Services in School Settings and the Student Health Support Policy (P092).

2. OBJECTIVE

To provide a process by which approval may be obtained to allow a third party professional to gain access to a student's classroom.

3. DEFINITIONS

Applied Behaviour Analysis (ABA) refers to the use of methods based on scientific principles of learning and behaviour to build useful repertoires of behaviour and reduce problematic ones.

Classroom refers to a room in a school, virtual or brick-and-mortar, in which students receive instruction.

Demonstration refers to the exhibition and explanation 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 refers to the treatment of disease or of any physical or mental disorder by medical or physical means, usually excluding surgery.

Individual Education Plan (IEP) refers to a written plan describing the Special Education program and/or services required by a particular student. It identifies learning expectations that are modified from, or alternative to, the expectations given in the curriculum policy document for the appropriate grade and subject or course, and/or any accommodations and Special Education services needed to assist the student in achieving their learning expectations.

Local Health Integration Network (LHIN) refers to crown agencies established by the Government of Ontario that plan, coordinate, integrate and fund health and social support services to individuals of all ages (in their home and school).

Observation refers to a third party service provider's examination and assessment of a student in a school setting for the sole purpose of assisting Board staff to provide a supportive learning environment.

Ontario Autism Program (OAP) refers to a provincial program that provides services and supports for children and youth who have been diagnosed with autism spectrum disorder (ASD) by a qualified professional. Children and youth are eligible until the age of 18.

Parent refers to the natural or adoptive parent(s) or legal guardian(s) of a student.

Third party professionals refers to professionals and paraprofessionals who are not employees of the Board and who are in the fields of medical, mental health and/or social service and may include but are not limited to: audiologists, psychologists, occupational therapists, physiotherapists, social workers, speech-language pathologists, ABA/IBI therapists who deliver evidence-based behavioural services and are supervised by a clinical supervisor that meets the Ontario Autism Program qualification requirements as set by the Ministry of Children, Community and Social Services, and other regulated professionals and/or paraprofessionals who are deemed essential by TDSB for the delivery of programs and services for students with special education needs.

4. RESPONSIBILITY

Associate Director, Leadership, Learning and School Improvement and System Superintendent, Special Education and Inclusion

5. APPLICATION AND SCOPE

This Procedure applies to all TDSB staff, students, parents/guardians, and third party professionals who request access to TDSB classrooms.

6. PROCEDURES

6.1. General Requirements

- 6.1.1. Observation of students in the classroom instructional setting is often deemed to be a key component of assessment for learning and assessment as learning.
- 6.1.2. Third party observations and the assessments and reports that follow are potentially of great benefit to the student, staff, and school.
- 6.1.3. School principals will comply with their responsibilities under the *Education Act* to ensure that anyone coming into direct contact with students at any school holds the appropriate professional qualifications and satisfies the requirements of the Board's Police Reference Checks Protocol. This protocol requires that any visitor or service provider to a classroom or school on a regular, ongoing basis must have a police reference 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. For more information about police reference checks contact [416-393-0759] or by email at policereferencecheckoffice@tdsb.on.ca).
- 6.1.4. The presence of a third party professional will not be permitted to interfere with the Board's obligation to comply with the minimum instructional day requirements of Ontario Regulation 298, s. 3(1).
- 6.1.5. The school principal and staff will ensure that no video or audio taping of students or staff is carried out by the third party professional in order to protect the confidentiality of personal information of students and staff in accordance with the *Education Act*, the *Municipal Freedom of Information and Protection of Privacy Act* and TDSB's Freedom of Information and Protection of Privacy Policy (P094).
- 6.1.6. The main purpose of classroom 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.
- 6.1.7. There is obligation under various collective agreements to which the Board is party, to not allow third party professionals to engage in the work of any bargaining unit where that would contravene a collective agreement. Upon receiving access requests, principals must ensure that the request does not include a duplication of work done by TDSB Professional Support Services.

- 6.1.8. Direct therapy to students will not be provided in the classroom, except as provided by Local Health Integration Networks (LHIN) as per PPM 81.
- 6.1.9. The presence of a third party professional will comply with provisions under Ontario Regulation 474/00. Board property is publicly funded teaching/learning venues for the use of students and staff. Accordingly, Board properties are not appropriate locations for the regular or routine conduct of private professional practice or for the transacting of business by private professionals.

6.2. Process for Parents Making a Request for Third Party Professional Access to the School

- 6.2.1. The parent shall provide a written request to the principal at least two weeks prior to the proposed visit to allow a third party professional into the school for the purpose of observing their child/student and/or making recommendations to the principal for the purpose of supporting the educational needs of the child/student.

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

- 6.2.2. Visits should be limited in number and duration to avoid disruption while still allowing for required information to be acquired and/or shared.
- 6.2.3. The principal will consult with the parents/guardians, student and the affected teacher to determine the advisability and potential timing of the visit.
- 6.2.4. The principal will consult with the superintendent of education (or designate) before granting, denying or revoking a request made under section 6.2. Advice and/or clarification can also be sought from the Centrally Assigned Principal of Special Education and Inclusion or the Professional Support Services Manager. Factors to consider when deciding to grant or deny any such request may include but are not limited to:
 - (a) number of third party professionals requested per classroom
 - (b) proposed frequency of visits
 - (c) disruption of other students/programs
 - (d) perceived value to student in question
 - (e) student and staff safety
 - (f) *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Education Act* and other privacy concerns

- (g) presence or lack of required Informed Consents and/or signed releases
- (h) purpose of the visit
- 6.2.5. Should the principal, after consultation with the teacher and the appropriate Superintendent, decide to grant the request, an Agreement to Allow Access to a Third Party Professional (Form 575A) will be completed by the principal and signed by all parties. Signatories to the Agreement will be the principal for the Board, the parent(s) and the third party professional.
- 6.2.6. The third party professional will provide a current police reference check (see 6.1.3.) and documentation of appropriate professional liability insurance. They will also confirm on Form 575A that they are a member in good standing of the college or other organization governing their profession (e.g., Psychologist, Physiotherapist, etc.).
- 6.2.7. Should a meeting be deemed appropriate by the principal between school and/or central staff and the third party professional, the requesting principal or vice principal will attend the meeting.
- 6.2.8. Recommendations given by the third party professional will be considered (by the principal) for inclusion in the student's Individual Education Plan (IEP).

6.3. Process for External Partners to Access Schools

- 6.3.1. Supplemental support services external partners must meet the same criteria as all external partnerships (see Educational Programming Partnership Criteria [PR700]). These services may provide assessment, treatment, counselling, and/or therapy activities that are unique and distinctly different than those activities implemented by TDSB Professional Support Services staff. Supplemental support services partnerships must respect the Board's collective agreements with unionized staff. The services provided by external providers must not be in conflict with provisions of collective agreements with Board staff (e.g., CUPE, OSSTF, PSSP and ETFO). Agreements outline work that is done in complement to, not in duplication of the work done by the TDSB Professional Support Services staff.
- 6.3.2. The Senior Manager of Professional Support Services reviews and advises on all supplemental support services proposals and agreements. Managers of Psychological Services, Social Work and Attendance Services, Occupational Therapy and Physiotherapy Services, Speech-Language Pathology Services, and Child and Youth Services are named as the primary TDSB contact on partnership agreements. They also consult with principals regarding issues of professional conduct, service delivery, and quality

assurance of the Supplemental Support Services Partnership Agreements/Memorandums of Understanding.

6.3.3. All external programs or services delivering supplemental support services require:

(a) An Agency Consent Form from the external provider that must be completed and signed by the parent/guardian for student participation. This is submitted to the principal and filed in the Ontario Student Record.

(b) Consent to Release Confidential Information to permit the exchange of information between the Board and the external provider that must be completed and submitted to the principal for filing in the Ontario Student Record.

7. EVALUATION

This Procedure will be reviewed and amended, as required. At a minimum, it will be reviewed every four (4) years.

8. APPENDICES

- Appendix A: Form 575A – Agreement to Allow Access to Third Party Professional

9. REFERENCE DOCUMENTS

Legislation

- *Education Act*
- *Municipal Freedom of Information and Protection of Privacy Act*
- Ontario Regulation 298: Operation of Schools – General
- Ontario Regulation 474/00: Access to School Premises

Policies

- Freedom of Information and Protection of Privacy Policy (P094)
- Student Health Support Policy (P092)

Procedures

- Educational Programming Partnership Criteria (PR700)

Other Documents:

- Ministry of Education, Policy/Program Memoranda No. 140: Incorporating Methods of Applied Behaviour Analysis (ABA) into Programs for Students with Autism Spectrum Disorders (ASD)
- Ministry of Education, Policy/Program Memoranda No. 149: Protocol for Partnerships with External Agencies for Provision of Services by Regulated

Health Professionals, Regulated Social Service Professionals, and
Paraprofessionals

- Ministry of Education, Policy/Program Memoranda No. 81: Provision of Health Support Services in School Settings

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.

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