

Classroom Observations by External Third-Party Professionals

Background

The Foothills School Division (FSD) supports appropriate collaboration with parents/legal guardians, learning teams, and other professionals to improve student achievement. Cooperation with external professionals encourages positive interaction between educators and families to promote student learning and positive child development.

While committed to appropriate collaboration with external professionals, FSD recognizes its responsibility to minimize disruption and distractions to the school or classroom learning environment and reduction in instructional time.

If after consulting with school personnel, there is a determination that a third-party professional (as defined below) observation must occur, the parent/legal guardian may request an external professional, who has been retained by them directly, to observe their child in the classroom. This policy applies to a third-party individual, retained by the parent/legal guardian, to attend a FSD school for the sole purpose of observing the parent's child. The process outlined below establishes the terms and conditions that will apply where permission is granted by the principal for the third party's attendance. This is to ensure that all services provided within the school keep all students safe, safeguard the confidentiality of all students and families, respect the professionalism of all staff, and ensure the best quality care recommendations from professionals and associated staff.

These procedures apply to any third party as defined under this procedure who is seeking access to any FSD classroom or FSD site for the purpose of observing a specified student as part of an assessment, diagnostic, or program design protocol recognized and approved by the professional governing body, professional college, or licensing/accreditation body of which the third party is a member in good standing.

Procedures

A parental request that a third party be permitted to attend a school or classroom for the purpose of conducting an observation of their child or for the purpose of determining or supporting the educational needs of the student, shall be made in writing to the principal.

1.1 The written request shall include an outline from the third party which sets out:

- 1.1.1 The purpose of the desired visit to the school. It must be clear that the observation is a required component of a professional activity approved by the professional governing body, professional college, licensing or accreditation body of which the third party or their supervisor is a member;

- 1.1.2 Any proposed uses of image or sound recording technology. Any proposed use of any form of such technologies requires discussion with and written approval from the principal. The use of the technologies will be measured against the expectations of privacy of the staff and students;
- 1.1.3 The nature of the activities which the third party wishes to observe (e.g. behaviour in the classroom, interaction with peers, playground activity, etc.), and
- 1.1.4 The proposed timing of the visit.

1.2. In addition the third party will provide:

- 1.2.1 His/her professional accreditation (and/or name and professional accreditation of the supervisor, if applicable);
 - 1.2.2 Insurance Certificate pursuant to the following:
At its sole cost and expense take out and keep in full force and effect comprehensive general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) and any other form of insurance that the School Division may reasonably require from time to time in form, in amount, and for insurance risks against which a prudent party under similar circumstances would insure;
 - 1.2.3. A certificate of an Intervention Record Check through Alberta Children's Services and Criminal Record Vulnerable Sector Check which is no more than one year old. Such certificate must set out any record of offenses, which the third party has (except only an offense for which the third party has received a pardon unless such offense relates to children).
2. In deciding whether to grant the parent's request, the principal shall consult with the Director of Inclusive Learning.
3. In considering the parent's request for a third-party observation, the following factors will be considered in no particular order:
- 3.1. The number of third parties and the frequency of visits proposed by all the parents of students in the classroom;
 - 3.2. That the education of students is not disrupted by the visit of the third party;
 - 3.3. Student and staff safety;
 - 3.4. That the privacy of information rights of students and staff are maintained and guaranteed;
 - 3.5. That staff are not placed in the position of being intimidated, being unfairly dealt or having their integrity or professionalism questioned as a result of any visit by a third party;
 - 3.6. That appropriate signed releases of information are provided in those cases where staff are asked to share information pertaining to the student;

- 3.7. Availability of FSD professionals (ex: Speech Language Pathologist, Psychologist) to be present for observations.
4. Where permission for a visit by a third party is granted, the conditions of the permission will include:
- 4.1. The parents/legal guardian (and where parents are separated, the parent(s) who have custody) and the third party must agree that the third party must make every reasonable effort to ensure that the visit does not disrupt any student or any staff member in carrying out his/her duties;
 - 4.2. An observation period is limited to a one hour maximum at a time; if two or more observations are required, these are scheduled in consultation with the principal and teacher;
 - 4.3. FSD staff counterpart appropriate to the visit (eg. Speech Language Pathologist, Psychologist) must be present for the observation;
 - 4.4. The third party must agree in writing to respect the privacy rights of every person at the school, including but not limited to students and staff;
 - 4.5. The third party must agree to report to the principal or designate when entering and leaving the school;
 - 4.6. Videotaping or recording of the class and/or students is not permitted without the express written permission of the principal;
 - 4.7. Permission to observe does not carry with it approval to provide casual, or on-the-spot consultation, advice, or recommendations to school staff. Discussion with staff and the consideration of recommendations for academic program changes, classroom and/or behavior management must be discussed in the setting of a case conference by agreement with the school principal in consultation with the Director of Inclusive Learning.
 - 4.8. The parent/legal guardian and the third party must agree in writing that any visit by the third party is without prejudice to any litigation, existing or future, between the parent/legal guardian and FSD and that the visit will not be used in any way to obtain "evidence" to be used against FSD or any of its staff;
 - 4.9. The parent and the third party will be informed that:
 - 4.9.1 FSD is open to receiving the resulting observation reports and recommendations and will consider the possible implementation of the contents in good faith and within the existing policy framework, resources and constraints of the school division;
 - 4.9.2 Reports/recommendations will be forwarded to appropriate FSD professionals for review before being shared with parents, and consideration of implementation;

- 4.9.3 Information obtained from the observation by the third party must be shared with FSD personnel before sharing such information with parent/legal guardian in order to provide an opportunity for FSD to clarify or provide additional information;
- 4.9.4 Written reports proposed for inclusion in a student record file must be free of references to other students in the school or class, free of references to staff and statements which could be taken as evaluation of staff;
- 4.9.5 Reports written by third-party professionals who are supervised by regulated professionals must be co-signed by the FSD-regulated supervising professional;
- 4.9.6 FSD is not bound to honor and is not financially obligated to provide any form of material resource, equipment, furniture, or personnel recommended in a third-party report;
- 4.9.7 A completed and signed agreement (Appendix I) is required proof that the parent/legal guardian and third-party subscribe to the terms and conditions of this procedure;
- 4.9.8 A completed and signed non-disclosure agreement (Appendix II) is required by FSD for individuals in schools who are not employees of FSD;
- 4.9.9 Any information presented to staff and/or parents/legal guardians must comply with all FSD administrative procedures, policies and legislative framework;
- 4.9.10. In the event the third party fails to comply with the terms of the agreement, the principal shall withdraw permission for the third party to be on the school premises and the third party shall be asked to leave the school immediately.

Reference: Relevant Legislation and Regulations

AP420 – Appendix 1

Agreement to Permit Third Party Observation on School Premises

This agreement is between the following parties:

The Foothills School Division (hereafter “Board”)

and

Parents/Guardians: _____

And

Third Party: _____

Preamble:

The purpose of this agreement is to set out in writing the terms and conditions based on which the Third Party is being permitted to enter the premises of _____ (hereafter "the School") to make observations of the Parent's child, _____, and to record the agreement of the Parents and the Third Party to these terms and conditions.

Terms and Conditions:

The Board agrees to permit the Third Party to attend the premises of the School on the following terms and conditions:

1. The purpose of the visit by the Third Party to the school is for the following sole purpose of observation.
2. The Third Party will attend the school only on the date (or dates) and at the time (or times) specifically agreed to by the principal of the School as follows: _____[Set out dates and times.]
3. The Third Party has provided a certificate verifying that a Criminal Record and Vulnerable Sector search has been done by a Canadian police authority within the past year. Such certificate must set out any record of offenses which the Third Party has (excepting only any offense for which the Third Party has received a pardon unless such offense relates to children).
4. The Parents/Custodian and the Third Party agree that the Third Party will make every reasonable effort to ensure that the visit does not disrupt any student or any staff member in carrying out his/her duties.

5. The Third Party agrees to respect the privacy rights of every person at the school, including but not limited to students and staff. and applicable laws and regulations; for example, the Third Party shall not record any observation relating to any other student and will not include the name of any other student in any written observations and/or report.
6. The Board Staff counterpart appropriate to the purpose of the visit must be present for the observation.
7. Reports/recommendations will be forwarded to the appropriate Board Professional for review and consideration of implementation.
8. The Third Party will ensure that he/she respects the human rights of every person at the school, including but not limited to students and staff.
9. The Third Party will report to the principal or designate when entering and leaving the school. Should the Third Party be asked to leave the school, he/she shall do so promptly.
10. The Parents/Guardians and the Third Party agree that any visit by the Third Party is without prejudice to any litigation, existing or future between the Parents/Custodian and the Board or any employee of the Board and that the visit will not be used in any way to obtain "evidence" against the Board or any of its employees, nor will any observation by the Third Party be used as evidence against the Board or any of its employees in any legal proceeding. The Parents/Custodian and Third Party understand that this agreement is a specific condition of the permission being granted.
11. The Parents/Guardians and the Third Party agree that a copy of any written observations, recommendations, or report of any nature concerning the visit arising out of the visit by the Third Party will be provided to the School within 4 to 6 weeks of the completion of such written observations, recommendations, or report.
12. Permission to observe does not carry with it approval to provide consultation, advice, or recommendation to the school staff. Discussion with staff and the consideration of recommendations for academic program changes, classroom and/or behavior management may be discussed in the setting of a case conference as agreed to by the school principal in consultation with the Director of Learning Services.

The parties are confirming their agreement to the terms and conditions set out above by signing in the spaces provided below. It is understood and agreed that while both parents may sign, the signature of one parent will bind both.

For the Board

Date Signed

Parent / Legal Guardian

Date Signed

Parent / Legal Guardian

Date Signed

Third Party

Date Signed

AP420 – Appendix 2

Non-Disclosure Agreement

BETWEEN:

THE FOOTHILLS SCHOOL DIVISION ("FSD") OF THE FIRST PART

-AND-

[PLEASE PRINT FULL NAME] ("Third-Party Contactor") OF THE SECOND PART

In the course of providing educational services to students, FSD will be provided with certain information from students and their families and will be adding to and creating additional information about and concerning these students all of which shall be treated and considered as "Confidential Information". In addition to this, the Third-Party Contactor may come across school and divisional business which is privileged, and it too shall be treated as "Confidential Information". FSD is bound by FOIP (Freedom of Information and Protection of Privacy Act R.S.A. 2000 Chapter F-25) and has a duty to protect the confidential nature of this information.

In the event that FSD shares any information with the Third-Party Contactor to which the provisions of FOIP apply, the Third-Party Contactor will deal with that information in compliance with FOIP in all respects. The Third-Party Contactor will follow all PIPA (Personal Information Protection Act of Alberta) legislation in accordance with any information obtained through contact with FSD that does not fall under FOIP. The Third-Party Contactor will inform, educate, and ensure any persons under its control or direction (including third parties) that have access to "personal information" are compliant with and aware that "personal information" is to be handled with the utmost confidentiality and in accordance with this Agreement.

The Third-Party Contactor shall ensure that no use or disclosure may be made of the Personal Information obtained by or provided to the Third-Party Contactor for any purpose other than what is needed to carry out the Agreement, unless the Third-Party Contactor has received the prior written authorization for doing so from FSD. By signing this Agreement, the Third-Party Contactor (including its respective employees, servants, agents, subcontractors, subsidiaries and affiliated parties) acknowledges and agrees that all Confidential Information provided to the Third-Party Contactor or to which the Third-Party Contactor is provided access by FSD or which is collected on behalf of FSD or inadvertently obtained by the Third-Party Contactor from FSD, shall remain confidential and will not be disclosed to any other person or persons who are not authorized to receive this information unless permission to disclose such information has been granted in writing by FSD.

If the Third-Party Contactor is unclear or uncertain as to whether certain information is "Confidential Information" or whether a person asking or seeking to receive such

Confidential Information is authorized to do so, then the Third-Party Contactor shall direct all such inquiries to the administration offices of FSD and ask to speak to an Assistant Superintendent.

Failure to comply with the provisions of this Agreement may lead to action where any and all rights and remedies available to FSD by law or otherwise, including but not limited to recovery of money damages and exercising any other rights or remedies available by law to a non-breaching party and obtaining an injunction from a court of competent jurisdiction enjoining and restraining the Third-Party Contactor from committing such violation.

The Foothills School Division

Date Signed

Third-Party

Date Signed