

ACCOMMODATIONS FOR STUDENTS WITH DISABILITIES PROCEDURE

Procedure Section & Number:			Effective Date:	May 23, 2019
Policy Owner:	Vice President, Academic		Last Revised:	February 23, 2021
Policy Administrator:	Director, Student Services		Review Scheduled:	February 23, 2025
Approver:	Executive Committee			
<i>The official controlled version of this document is held with the Policy & Procedures Coordinator</i>				

A. PROCEDURES

This procedure outlines how Accommodations are requested and implemented for students with disabilities at Keyano College.

1. GUIDING PRINCIPLES

- 1.1 The Duty to Accommodate applies to all services offered by the College including but not limited to:
 - a. All courses, courses of study and programs;
 - b. Student services;
 - c. Athletic services;
 - d. Library and IT services;
 - e. Residences;
 - f. Parking; and
 - g. Testing Services.
- 1.2 The College will:
 - a. Provide an Accommodation process that promotes equitable access to all courses, courses of study, programs and other services;
 - b. Protect the privacy, confidentiality and autonomy of Students requiring Accommodation, subject to sharing information when necessary to evaluate a request for Accommodation or on a need- to-know basis; and
 - c. Consider and assess all Accommodation requests on a case-by-case basis and in a timely and responsive manner.
- 1.3 The Student has the right to deny consent for information sharing with stakeholders outside of Accessibility Services at any time.
- 1.4 All parts of the Accommodation process will be documented in writing in the Student’s file in Accessibility Services. Some aspects may be documented in the

Office of the Registrar if a Student self-discloses a Disability during registration. Reduced course load information is also tracked in the Office of the Registrar.

2. TIMELINES

- 2.1 Students should register with Accessibility Services as soon as possible to avoid delays in assessing and arranging Accommodations.
- 2.2 Timelines for Students are outlined in Appendix A.
- 2.3 Students with a recent diagnosis of a Disability, a change in status of a Disability, temporary Disability, or a program change before the add/drop deadline as defined in the Keyano Credit Calendar, may request Accommodations outside the timelines set out in 2.2.

3. DOCUMENTATION

- 3.1 Students need to provide Documentation outlining their Disability impacts in the post-secondary environment. Please see Appendix A for the Documentation criteria.
- 3.2 Complying with 3.1 does not guarantee an Accommodation.
- 3.3 The College will not assume any costs associated with Documentation of a Disability for the purpose of determining Reasonable Accommodations.

4. REQUESTING ACCOMMODATIONS

- 4.1 Students request Accommodations from the Accessibility Services department.
- 4.2 The request for Accommodations is assessed by the Access Strategist.
- 4.3 Accommodations take time to implement; therefore, Students need to request accommodations as soon as they know they are required.

5. EVALUATING AN ACCOMMODATION REQUEST

- 5.1 A request for Accommodation may be denied in cases of Undue Hardship.
- 5.2 Undue Hardship is a difficult legal standard to meet and, in most cases, a Reasonable Accommodation will be available.
- 5.3 A request for Accommodation may be denied where the medical or psycho-educational assessment documentation does not support the requested accommodation.

6. CREATING AN ACCESSIBILITY PLAN

- 6.1 The Accessibility Plan is created by the Access Strategist in collaboration with the Student, relevant College Employees, and documentation provided by a credentialed health professional.

- 6.2 The Accessibility Plan outlines the supports and services, Accommodations, functional impacts of the Disability, and rationale for selecting the Accommodations.
- 6.3 The Accessibility Plan is finalized by the Access Strategist 7 business days after receiving both supporting Documentation and the Student's self-report.
- 6.4 An Interim Accessibility Plan will be completed in the same manner as outlined in 6.3, with the addition of an expiry date that indicates the date by when the Student must submit sufficient Documentation.
- 6.5 Accessibility Plans and summary notes of Student sessions are documented in writing by the Access Strategist within 3 business days of each Student interaction.

7. LETTER OF ACCOMMODATION

- 7.1 For an approved Accommodation, a Letter of Accommodation is sent to relevant College Employees outlining the Accommodations for College services. The Student will also be given a copy of the plan.
- 7.2 For an approved Accommodation, a Letter of Accommodation is sent to Instructors outlining the Reasonable Accommodations that the Student requires for courses and programs.
- 7.3 Letters of Accommodation will be sent out within 2 business days, unless special circumstances arise.
- 7.4 As accommodations can change with the impacts of the disability on the Student's learning, revisions may be sent throughout the term.

8. IMPLEMENTING ACCOMMODATIONS FOR COURSES AND PROGRAMS

- 8.1 Instructors contact the Access Strategist within 5 business days if they have concerns with the Accommodations as outlined in the Letter of Accommodation. No response from the Instructor indicates agreement with the Letter of Accommodation.

9. IMPLEMENTING ACCOMMODATIONS FOR PRACTICUMS AND WORK PLACEMENTS

- 9.1 Accommodations need to be initiated at least 4 months prior to the start of the Practicum Placement in which the Student requires Accommodation by contacting Accessibility Services. This lead time is required to allow for evaluation of the request and any necessary follow-up.
- 9.2 The Access Strategist, Student, Keyano Practicum Coordinator and organization hosting the Practicum Placement develop the Accessibility Plan for the Practicum Placement, which outlines the Reasonable Accommodations.

10. SAFETY CONSIDERATIONS

- 10.1 The Access Strategist is responsible to create a Safety Plan with a Student if there are impacts to that Student's safety due to the nature of their disability.
- 10.2 The Access Strategist will consult with Occupational Health and Safety, Security, and/or Health Services, as required, after obtaining Student consent.
- 10.3 The Safety Plan will be communicated to appropriate College Employees with Student consent.

11. APPEALS BY INSTRUCTOR

- 11.1 When an Instructor has concerns that an Accommodation restricts the Student's ability to meet *Bona Fide* Educational Requirements, the Instructor will identify and provide the essential skills, knowledge, course objectives, learning outcomes, and, if applicable, professional licensing requirements that may not be met in writing to the Access Strategist within 3 business days of receiving the Letter of Accommodation.
- 11.2 Prior to placing the Appeal, the Instructor will consult with the Program Chairperson to discuss their concerns about the Accommodation and review it in relation to the essential skills, knowledge, course objectives, learning outcomes, and, if applicable, professional licensing requirements that may not be met.
- 11.3 If the Access Strategist and Instructor cannot resolve the concerns related to the Letter of Accommodation, a meeting will be arranged within 3 business days with the Director of Student Services, the appropriate Dean, Instructor, Access Strategist, and Manager of Accessibility and Wellness Services.
- 11.4 If after complying with 11.1 and 11.2 the Instructor believes that the Letter of Accommodation represents Undue Hardship, the Instructor may appeal the terms of the Letter of Accommodation by sending a letter to the Director of Student Services stating the rationale and evidence supporting their claim of Undue Hardship no later than 3 business days after the meeting referred to in 11.2.
- 11.5 The Director of Student Services may consult with the appropriate Dean, the Student, Accessibility Services, legal services, and other relevant personnel when evaluating the Appeal and Letter of Accommodation.
- 11.6 The Director of Student Services will communicate their decision in writing to the Student and Instructor no later than 5 business days after receiving the appeal. The decision will be considered final. If applicable, the Access Strategist will revise the Letter of Accommodation to reflect the Appeal decision.

12. APPEALS BY STUDENT

- 12.1 A Student who has concerns about the Reasonable Accommodations in their Accessibility Plan should first discuss their concerns with the Access Strategist and the Manager of Accessibility and Wellness Services.
- 12.2 If following the discussion referred to in 12.1, the Student disagrees with their Accessibility Plan, the Student may appeal the terms of the Accessibility Plan by

notifying the Director of Student Services (or designate) of their concerns in writing within 10 business days of the meeting in 12.1. The initial Accessibility Plan will remain in place while the Appeal is ongoing.

- 12.3 The Director of Student Services will communicate their decision regarding the Accessibility Plan and the Student's Appeal in writing to the Student and the Manager of Accessibility and Wellness Services no later than 5 business days after receiving the Appeal.
- 12.4 If following the decision by the Director of Student Services, the Student further disagrees with their Accessibility Plan, the Student may appeal the terms of the Accessibility Plan by notifying the Vice President Academic (or designate) of their concerns in writing within 10 business days of the meeting in 12.2. The Accessibility Plan may change. The initial Accessibility Plan will remain in place while the Appeal is ongoing.
- 12.5 The Director of Student Services and the Vice President Academic (or designate) may consult with the appropriate Dean, Chair, legal services, Instructor, and representatives from Accessibility Services when evaluating the Accessibility Plan and the Appeal from the Student.
- 12.6 The Vice President Academic (or designate) will communicate their decision regarding the Accessibility Plan and the Student's Appeal in writing to the Student and the Manager of Accessibility and Wellness Services no later than 5 business days after receiving the Appeal. The decision will be considered final.
- 12.7 If applicable, the Access Strategist will revise the Accessibility Plan, including any Letters of Accommodation, to reflect the Appeal decision.

13. COMPLAINTS BY STUDENT

- 13.1 The Student has the right to file a Complaint in writing to Accessibility Services if they do not receive their full Accommodations, as outlined in their approved Letter of Accommodation, from their Instructors or other College services. Please see **Appendix B** for the information to include in a Complaint.
- 13.2 The Complaint will be reviewed by Accessibility Services within 5 business days of being received.
- 13.3 A Complaint Resolution Plan will be generated for valid Complaints by Accessibility Services to address the concern(s).
- 13.4 The Complaint Resolution Plan will be in writing and will be communicated to the Student within 5 business days of receiving the Complaint.
- 13.5 If following the creation of the Complaint Resolution Plan, the Student disagrees with the outcome, the Student may appeal the terms of the Complaint Resolution Plan by notifying the Director of Student Services (or designate) of their concerns in writing within 10 business days of receiving the Complaint Resolution Plan.
- 13.6 If following the appeal to the Director of Student Services the Student disagrees with the outcome, the Student may appeal the terms of the Complaint Resolution Plan by notifying the Vice President Academic (or designate) of their

concerns in writing within 10 business days of receiving the Complaint Resolution Plan.

- 13.7 The Director of Student Services and the Vice President Academic (or designate) may consult with the appropriate Dean, Chair, legal services, Instructor, employees, and representatives from Accessibility Services when evaluating the Complaint from the Student.
- 13.8 The Vice President Academic (or designate) will communicate their decision regarding the Complaint in writing to the Student and the Manager of Accessibility and Wellness Services no later than 5 business days after receiving the Appeal. The decision will be considered final.
- 13.9 Additional actions will be taken to implement the final decision, as required.

B. DEFINITIONS

- | | | |
|------|--|--|
| (1) | Access Strategist: | means the Keyano College Employee responsible for reviewing disability documentation and determining whether a Student qualifies for Accommodations. The Access Strategist will determine appropriate Accommodations and create the Letters of Accommodation and the Accessibility Plan. |
| (2) | Accessibility Plan: | means the plan developed by Accessibility Services (AS) to meet the needs of the Student with a Disability for Accommodation. |
| (3) | Accessibility Services (AS): | means the department at Keyano College responsible for supporting the Accommodations process and creating and coordinating Accessibility Plans. |
| (4) | Accommodation: | means making alterations to the delivery of services, courses of study or programs, or making modifications to physical environments to the extent necessary to address discrimination against a Student based on any protected ground. |
| (5) | Accommodation Process: | means a collection of steps that are taken to capture, evaluate, and implement an Accommodation request. |
| (6) | Act: | means the <i>Alberta Human Rights Act</i> in force at the relevant time. |
| (7) | Alberta Apprenticeship and Industry Training (AIT): | means the provincial organization under Advanced Education responsible for the training of Alberta Apprentices. |
| (8) | Apprentice: | means the individual completing industry training in a trade under AIT at Keyano College. |
| (9) | Appeal: | means the process the Student or Instructor initiates when they disagree with the determined Accessibility plan or Letter of Accommodation. |
| (10) | Bona Fide Educational Requirements: | means the requirements that are a reasonable and justifiable component of the program that may limit entry to, or completion of a program or a course. They include the admission, progression and graduation requirements that are essential to |

(11)	College:	maintaining the academic integrity of a program, including those necessary for Students to acquire and demonstrate essential skills and knowledge. means Keyano College
(12)	Complaint:	means the process the Student initiates when they believe their Accommodations are not implemented properly.
(13)	Disability:	means any degree of physical or mental disability as defined and interpreted pursuant to the Act, regardless of cause or duration. A protected ground under the Act.
(14)	Documentation:	means a report signed and dated by a credentialed health professional qualified to diagnose. It will be current and describe how the disability, and treatment if applicable, impacts the Student's functioning in the academic setting.
(15)	Duty to Accommodate:	means the legal duty to accommodate a person's needs based on a protected ground (as defined by the <i>Alberta Human Rights Act</i>) to eliminate discriminatory effects upon Students with disabilities.
(16)	Employee:	means an individual, other than an Instructor, who is engaged to work for the College under an employment contract.
(17)	Interim Accommodations:	means bridging accommodations provided when there is significant rationale indicating the need to address a functional impact caused by a disability, yet the Student is in the process of obtaining the appropriate documentation.
(18)	Instructor:	means the Employee that is on record as the individual teaching a course, lab, or practicum placement.
(19)	Letter of Accommodation:	means the document prepared by the College in Accessibility Services and provided to the Student that details the Reasonable Accommodation.
(20)	Practicum Placement:	means a placement that is a component of the learning environment to support Students in developing essential skills. It often takes place off-site (not on College premises) and is coordinated by a College department and an individual at the worksite.
(21)	Reasonable Accommodation:	means an Accommodation that addresses discrimination based on a protected ground, such as Disability status, that does not create Undue Hardship for the College.
(22)	Safety Plan:	means the plan created by a Access Strategist in Accessibility Services to address any safety concerns that arise from a Student's Disability.
(23)	Special Requirements:	means the term used by AIT to define Accommodations for exams and technical training.
(24)	Student:	means an individual registered in a College credit course or program of study.

(25) **Testing Services:**

means the department at Keyano College responsible for proctoring tests and exams and is responsible for the implementation of approved Accommodations for course evaluation.

(26) **Undue Hardship:**

means the legal standard where a proposed Accommodation would create unreasonable hardship for the College. Undue Hardship is the point of accommodation that creates onerous conditions for the employer or service provider that could deem the accommodation to be unreasonable. It includes prohibitive costs, disruption, or interference with the proper or necessary functioning of the College, or increased probability of health or safety hazards to any person or class.

C. RELATED LEGISLATION

- *Alberta Freedom of Information and Privacy Act*
- *Alberta Human Rights Act*
- *Post-secondary Learning Act*

D. RELATED DOCUMENTS

- Duty to Accommodate Students with Disabilities in Post-Secondary Institutions: Interpretive Bulletin (2010). Alberta Human Rights Commission
- College and Association of Registered Nurses of Alberta (CARNA)—Document Library
- Academic Standing Policy
- Accommodation for Students with Disabilities Policy
- Examination Policy
- Student Conduct Policy
- Substance Use Policy
- Testing Services Guidelines

E. REVISION HISTORY

Date (mm/dd/yyyy)	Description of Change	Sections	Person who Entered Revision (Position Title)	Person who Authorized Revision (Position Title)
05/23/2019	New	All	Director, Student Services	Vice President Academic
02/23/2021	Revised	All	Director, Student Services	Vice President Academic

Appendix A: Procedures for Students

1. An Accessibility Plan may not be available for the current semester, session, course, co-op placement, Practicum Placement, exam, event, or activity if the Student with a Disability does not register with Accessibility Services by the following timelines:
 - a. At least six calendar weeks in advance of the first scheduled day of classes if the Student has not previously been registered with AS;
 - b. No later than the add/drop deadline, as defined in the Keyano College Credit Calendar, after the start of each semester if the Student was registered with AS prior to the start of the semester;
 - c. At least six calendar months in advance of the first scheduled day of classes if the Student requires sign language interpretation;
 - d. At least six calendar months in advance of the first scheduled day of classes if the Student requires structural modifications to the physical environment;
 - e. At least 4 calendar months in advance of the first day of Practicum Placement in the nursing and allied health programs;
 - f. No later than ten business days after the release of the final examination schedule if the Student is writing examinations in Testing Services;
 - g. Timelines for Apprentices will align with Special Requirement protocols as defined by Alberta Apprenticeship and Industry Training.

2. Students will be required to provide supporting documentation to Accessibility Services as soon as reasonably possible. Supporting documentation will:
 - a. Either be in English or have attached to the original documentation an English translation of the documentation certified by a qualified translator;
 - b. Confirm the rationale for seeking an Accommodation;
 - c. Be from a credentialed health professional;
 - d. Include the credentialed health professional's name, title, contact information, and be on official letterhead with original signature;
 - e. Include the date of assessment;
 - f. Include a statement on the nature of the Disability and the care plan including any medications and the impact of not following the care plan;
 - g. Explain the impact of the Disability on the Student in a post-secondary learning environment; a diagnosis alone is insufficient.

Appendix B: Information to Include in a Complaint

1. A written Complaint may include:
 - a. Accommodations that were not implemented;
 - b. Information about the situation and who was involved;
 - c. Relevant dates and times;
 - d. Impact of the situation on the Student.