



COLLEGE OF REHABILITATION SCIENCES

ACCOMMODATION TEAM

Terms of Reference

1. BACKGROUND, PURPOSE, JURISDICTION AND MANDATE

1.1 Background:

- (a) **Accommodation Team Establishment:** This College of Rehabilitation Sciences Accommodation Team (“AT”) is established in accordance with the University of Manitoba’s Student Accessibility Procedure (the “**Procedure**”).¹ The Procedure states that if a Faculty has more than one College, then a separate AT will be maintained for each College.² As the Rady Faculty of Health Sciences (“**RFHS**”) is comprised of five separate Colleges, one being the College of Rehabilitation Sciences (“**College**”), the RFHS Dean and Vice-Provost (Health Sciences), in consultation with the RFHS Dean’s Council, has agreed that each College establish and maintain its own AT.
- (b) **Accessibility Advisory Committee:** The RFHS is also required to establish and maintain an Accessibility Advisory Committee (“**AAC**”), to advise the RFHS Dean on matters relating to accommodations including the resolution of conflict, to review the impact of accommodations and academic standards, and to carry out related roles, such as supporting the ATs.³ In accordance with the Procedure, the RFHS Dean, in consultation with the RFHS Dean’s Council, has determined that there will be one overarching AAC, to support the work of each AT. The Chair of the College of Rehabilitation Sciences Accommodation Team sits on the AAC.

1.2 Purpose:

- (a) The AT is established for the purpose of working with the University’s Student Accessibility Services (“**SAS**”) on the provision of Reasonable Accommodations, when SAS identifies the Reasonable Accommodations as Non-Standard or unusual for the circumstances. It is intended that the AT will be engaged early on in the process when necessary.⁴

¹ University of Manitoba Student Accessibility Procedure, Section 2.20.

² Ibid.

³ Ibid., Sections 2.15 and 2.17 – 2.19.

⁴ Ibid., Section 2.1(h).



- (b) “Reasonable Accommodation” is defined in the Procedure as:

An accommodation of the special needs of any Student, if those special needs are based upon a Documented Disability⁵, that is reasonable but not necessarily perfect in the circumstances, that does not cause undue hardship to the University, and does not compromise a Bona Fide Academic Requirement⁶ of the University. The University is under no obligation to offer a Reasonable Accommodation (or any accommodation for that matter) on compassionate or other grounds.⁷

- (c) Reasonable Accommodations are considered “Non-Standard Accommodations” when “Standard Accommodations”, i.e., those which are widely accepted by post-secondary institutions in Canada, do not address the disability-related barriers a Student is experiencing in an academic program. Non-Standard Accommodations are those Reasonable Accommodations recommended by SAS and considered by the AT.⁸

1.3 Jurisdiction:

- (a) It is a guiding principle of the Procedure that all members of the University community have a role in creating and maintaining an accessible learning environment. However, the University has designated SAS to facilitate the implementation of accommodations for Students with documented disabilities.⁹ The AT is therefore advisory to SAS.
- (b) While SAS will consult with the AAC and AT as needed on Non-Standard Accommodations, SAS has ultimate authority in determining whether an accommodation is a Reasonable Accommodation. Certain Reasonable Accommodations, however, may only be provided once confirmed by certain other University processes (i.e., in instances of Substitution, Waiver, or Degree Notwithstanding a Deficiency).¹⁰
- (c) Students or Academic Staff Members¹¹ who disagree with a determination by SAS on a Reasonable Accommodation may request reconsideration by the Student’s SAS Advisor, and if still unresolved, pursuant to the Accessibility Appeal Procedure.¹²

1.4 Mandate:

⁵ Ibid., Section 2.1(a) defines “Documented Disability” as a disability requiring accommodation which has been accepted as such by Student Accessibility Services.

⁶ Ibid., Section 2.1(b) defines “Bona Fide Academic Requirement” or “BFAR” as describing the knowledge and skills that a Student must acquire and/or demonstrate in order to complete a course or program successfully. These are the essential and minimum requirements of the course or program, including methods of assessment that the Student must meet. Unless otherwise specified by an academic program, BFARs may be modified. They cannot be waived or substituted.

⁷ Ibid., Section 2.1(c).

⁸ Ibid., Sections 2.1(d) and (e).

⁹ Ibid., Section 1.2.

¹⁰ Ibid., Section 2.11(c) and Section 2.2.

¹¹ Ibid. 2.1(f) defines “Academic Staff Member” as a professor, instructor and/or academic staff person who is responsible for providing the educational program or course to a Student requiring Reasonable Accommodation.

¹² Ibid. Sections 2.25 to 2.28.



(a) The AT will have the following responsibilities (i.e., “Mandate”):¹³

- i. Meet as required;
- ii. Review and consider Non-Standard Accommodation recommendations made by SAS;
- iii. Upon request, help SAS facilitate the implementation of approved Non-Standard Accommodations;
- iv. Monitor individual student progress in the context of Reasonable Accommodations and the Program’s Bona Fide Academic Requirements or Essential Skills Guide;
- v. Report to the Dean of the College if it appears that established processes and procedures are not understood or being followed by members of the College;
- vi. Provide information, as appropriate, and on a “need to know” basis, to the AAC and to other individuals as needed;
- vii. Delegate its authority to the Head of a Department respecting its Mandate including without limitation implementation of Non-Standard Accommodations and monitoring of individual student progress;
- viii. At least annually, provide a report to the AAC of matters considered by the AT, outlining de-identified information regarding observable trends (if any), and de-identified information regarding particularly important cases.

(b) In fulfilling its responsibilities, the AT will establish practices to include an effective system of communication amongst its members and others necessarily involved in facilitating a Reasonable Accommodation (such as SAS members, instructors, Academic Staff Members, department heads and Associate Dean(s)).¹⁴

2. ACCOUNTABILITY AND REPORTING

2.1. **Accountability:** The AT is accountable to the Dean of the College. The AT may seek the support of the RFHS AAC.

2.2. **Reporting:** At least annually, the AT will provide a report to the AAC, with a copy of the report provided to the Director of SAS and the Dean of the College on matters considered by the AT, outlining:

- (a) De-identified information regarding the number and types of issues considered;
- (b) Information regarding observable trends (if any); and

¹³ Ibid., Sections 2.23.

¹⁴ Ibid., Section 2.24.



(c) De-identified information regarding particularly important cases.¹⁵

3. CHAIRPERSON AND AT MEMBERSHIP

3.1. **Membership:** AT membership shall consist of the following members appointed by the Dean or designate:

- (a) One or more representatives from the College who have expertise and responsibilities in the area of student academic progress;
- (b) A College academic staff person who can offer insight into the essential requirements of a course/program or Bona Fide Academic Requirements of each program offered by the College; and
- (c) The SAS staff member assigned to the College.¹⁶

3.2. **Chair:** The Chair of the AT shall be decided by vote among the AT membership. The Chair is responsible for the following at AT meetings:

- a) Calling the meeting to order;
- b) Establishing an agenda and ensuring agenda items are addressed;
- c) Ensuring the minutes from prior meeting(s) are reviewed and approved by the AT (with or without modification);
- d) Facilitating discussion to reach consensus on matters under consideration in a professional manner;
- e) Adjourning meetings after business is concluded; and
- f) Acting as the main representative of the AT.

3.3. **Equitable, Inclusive and Diverse Membership:** The College strives to achieve equitable, inclusive and diverse membership on its committees that is reflective of its commitment to equity, diversity and inclusion and this should be considered in the appointment of AT members.

3.4. **Liaisons:** AT members shall serve as liaison persons with others in the areas from which they are appointed.

3.5. **Best Interests:** AT members shall deal with matters before the AT in such a way that the best interests of the College take precedence over the interests of any of its constituent parts, should those interests conflict or appear to conflict.

¹⁵ Ibid., Section 2.23(g).

¹⁶ Ibid., Section 2.21.



3.6. **Consultation:** In carrying out its role, the AT may consult with or add individuals to meetings as needed, and may call upon various resources as it deems required (for example, an academic staff person with content or assessment expertise in a particular field of knowledge).¹⁷

4. TERM OF OFFICE

- 4.1 The term of office of each AT member shall be for three years (renewable) or until one of the following occurs:
- (a) The member no longer holds the position from which they were appointed as noted in section 3.2 above;
 - (b) The appointment is rescinded by the appointer; or
 - (c) The member resigns from the AT.

5. FUNCTIONS AND ACTIVITIES OF ACCOMMODATION TEAM

5.1. As part of its Mandate, the AT will engage in the following activities¹⁸:

- a) **Meet:** The AT will meet as required;
- b) **Review:** The AT will review and consider Non-Standard Accommodation recommendations made by SAS;
- c) **Assist:** The AT, upon request, will help SAS facilitate the implementation of approved Non-Standard Accommodations;
- d) **Monitor:** The AT will monitor individual student progress as needed, and so as to ensure academic standards are maintained;
- e) **Report:** The AT will report to the Dean of the College if it appears that established processes and procedures are not understood or being followed by members of the College. The AT is also to prepare reports for the AAC as noted in Section 2.2 above (unless Section 2.3 applies);
- f) **Provide Information:** The AT will provide information, as appropriate and on a 'need-to-know' basis, to the AAC and to other individuals as needed (for example, to Academic Staff Members who are concerned that a proposed accommodation may compromise the Bona Fide Academic Requirements and are considering an appeal under the Student Accessibility Appeal Procedure made under the Accessibility Policy); and
- g) **Establish Practices:** The AT will establish practices to include an effective system of communications that includes SAS, instructors, Academic Staff Members, department heads, and the Dean of the College.

¹⁷ Ibid., Section 2.22.

¹⁸ Ibid., Sections 2.23 and 2.24.



6. MEETINGS

- 6.1. **Number of Meetings:** The AT shall meet at least once annually or as required at the call of the Chair.
- 6.2. **Notice of Meetings:** Notice of an AT meeting must be provided to AT members, at least five (5) business days advance of the meeting, unless waived by the AT members at the meeting.
- 6.3. **Agenda:** Agenda items should be included with the Notice of AT meeting, or sent to AT members at least 48 hours in advance of the AT meeting.
- 6.4. **Quorum:** A majority of the AT membership must be present at a meeting in order to constitute a quorum.
- 6.5. **Decision-Making:** The preferred model for decision-making is by consensus. If consensus cannot be reached, a vote shall be held. A majority of the votes cast by AT members in attendance at the meeting is required to be in favour of the issue under consideration in order to definitively decide the issue. The Chair will not vote unless to break a tie.
- 6.6. **AT Meeting Guests:** All AT meetings will be limited to members only unless the Chair otherwise grants approval for certain individuals to attend all or a portion of the meeting (in accordance with Section 3.6 above, that the AT may consult with or add individuals to meetings as needed (for example: an academic staff person with content or assessment expertise in a particular field of knowledge).
- 6.7. **Telephone Meetings and Email Discussion:** The Chair may consult with AT members by email or arrange telephone meetings, instead of in-person meetings, as the circumstances may require.
- 6.8. **Confidentiality:** All AT members, resource persons, consultants, guests, and administrative support persons who may be in attendance at a AT meeting or privy to AT information, are required to protect and keep confidential any protected information (e.g., classified or privileged information) received through participation on the AT, unless such information is otherwise approved for public information, in accordance with applicable access and privacy laws and University policies.
- 6.9. **Minutes & Confidentiality:** Minutes are to be taken of business occurring during AT meetings. However, the AT may move “in camera” to deal with certain items if the subject matter being considered relates to personal and confidential matters that are exempt from disclosure under applicable access and privacy laws and University policies. Once approved by the AT, meeting minutes may be publicly available, in accordance with applicable access and privacy laws and University policies.



7. COMMITTEE ADMINISTRATIVE SUPPORT

The Committee shall receive administrative support from the College. The administrative support shall be provided through an individual whose duties shall include:

- (a) Assisting the Chair with preparation of Committee meeting agendas and distributing notification of meetings;
- (b) Ensuring follow-up of Committee action items;
- (c) Information gathering;
- (d) Preparation and distribution of meeting material;
- (e) Minute-taking; and
- (f) Maintaining Committee records.

8. AMENDMENTS TO TERMS OF REFERENCE

Amendments to these Terms of Reference may be proposed by the AT to the AAC for approval.

9. DATES OF APPROVAL, REVIEW AND REVISION

9.1. **Date approved by the RFHS AAC:** _____ **Approved by College Leadership Team:** November 13, 2019

9.2. **Review:** Formal review of these terms will be conducted every five (5) years. In the interim these terms may be revised or rescinded as the RFHS AAC considers necessary.

9.3. **Committee Administrative Support:**

9.4. **Effect on Previous Statements:** These terms shall supersede all previous terms of reference dealing with the subject matter herein.

9.5. **References:**

- [University of Manitoba Accessibility Policy \(Effective January 1, 2015 and Revised September 1, 2017\)](#)
- [University of Manitoba Student Accessibility Procedure \(Effective January 1, 2015 and Revised September 1, 2017\)](#)
- [University of Manitoba Student Accessibility Appeal Procedure \(Effective January 1, 2015 and Revised September 1, 2018\)](#)
- RFHS Accessibility Advisory Committee – Terms of Reference (Approved by the Dean, RFHS & Vice-Provost (Health Sciences), on October 31, 2017)