

BUSINESS - SCHOOL OPERATIONS

Third Party Payment for In-Classroom Student Support

Required in-school and in-classroom personal support workers and professional services for students are provided as part of the Board's duties and responsibilities for the delivery of education in Durham, subject to the identification, assessment and eligibility process and Ministry funding.

The major responsibility of the Board is to provide an appropriate educational program for its students throughout the school year.

The Board accepts its role in the provision of in-school and in-classroom personal support workers and professional services within the following framework:

1. The Board does not allow individual parents to privately purchase in-school or in-classroom student assistance, including personal support workers or in-school professional services.
2. The Board does not allow third parties, including organizations, to purchase in-school professional services (e.g. Speech & Language, tutoring or physiotherapy) or lunchroom supervisors.
3. The Board does actively work with certain community agencies with respect to the provision of in-school and in-classroom personal support and professional services (e.g. Children's Aid Society; Durham Access to Care).
4. Where parental consent has been given, schools shall permit third party service providers providing service to the student to observe the student in the classroom environment for the purpose of consultation with the school principal, provided that such observation and manner of observation is approved by the superintendent and principal, in his/her/their sole discretion and is neither disruptive nor detrimental to the education of students in the class and provided that the third party consultant has signed any confidentiality agreement/undertaking required by the school.
5. A Principal has the discretion to approve and direct in-school and in-classroom volunteers to assist in the school and classroom under the direction and supervision of the Principal and the classroom teacher.
6. The Board does not allow in-school or in-classroom volunteers to accept payment or other non-monetary benefits from third parties, including individual parents, for volunteer services or duties rendered in, or directly related to, a student(s) in the classroom.
7. The Board recognizes that in limited and temporary rehabilitative circumstances it may be in the interests of the student to employ a personal support worker to provide personal support services at the expense of a third party organization that normally provides such rehabilitative services, for a student who might otherwise not qualify for personal support services at Board expense.
8. The approval, denial or termination of personal support services at the expense of a third party organization shall at all times be at the sole discretion and direction of the Board.
9. In an instance approved by the Board for the provision of in-school personal support services at third party expense as set out above, the third party shall be responsible only for reimbursing the Board for the actual expenses incurred, including salary and salary-related costs, and related expenditures, including transportation or special services.
10. At all times the Board and its Principal/Vice-Principal delegate, is responsible for the screening, selection, assignment, supervision and direction of the personal support worker.

11. At all times the terms and conditions of employment of the personal support worker shall be at the discretion of the Board and its Principal, and in accordance with applicable statutes and reciprocal obligations.
12. A personal support worker employed as an in-school personal support at the expense of a third party shall have no obligation to the third party, whose only access to personal information about the student shall be at the discretion of the Principal, acting in accordance with the *Education Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, as they may be amended from time to time.
13. The Board is at all times responsible for the provision of in-school and in- classroom personal support and professional services to students, and retains the sole and absolute discretion to terminate third party reimbursement arrangements, in-school and in-classroom personal support services, and volunteer services of any kind.

Approval of and arrangements for an in-school and in-classroom personal support worker at third party expense, in accordance with the foregoing, requires that the following process take place:

1. Where a school is contacted by a third party that is an organization that normally provides rehabilitative services to an individual, the school shall refer the inquiry to the Administrative Officer/Area.
2. Upon notification by the school, or contact by the appropriate third party, the Administrative Officer/Area shall obtain all necessary information about the student and contact information of the insurer or other organization.
3. The Administrative Officer/Area shall notify the Manager of Employee Relations/Services, who shall ascertain, in consultation with the Administrative Officer, the nature and anticipated duration of the in-school and/or in-classroom personal support assistance requested, and the reasons therefore.
4. The Manager of Employee Relations/Services and/or Administrative Officer shall provide all available information to the appropriate Superintendent of Education/Area, who shall have the sole discretion to approve or deny the request.
5. If a request for a personal support worker at the expense of a third party is denied, the Administrative Officer/Area shall notify the third party interest of the Board's decision as soon as possible.
6. If a request for a personal support worker at the expense of a third party is approved, the Manager of Employee Relations/Services, or designate, shall contact the Manager of Business and Financial Services to ascertain anticipated salary, salary-related, transportation and other costs. Upon notification from the Manager of Employee Relations/Services, the Manager of Business and Financial Services shall arrange the necessary accounting process for invoicing, collecting and tracking costs and receiving payments in accordance with the terms and conditions set out.
7. Upon receipt of the necessary financial and accounting information, the Manager of Employee Relations/Services shall notify the third party interest in writing of the terms and conditions, including anticipated hourly rate and related costs of the personal support worker and any other anticipated cost(s), of the service(s) to be provided to the student, and shall seek a signed commitment from the third party before arranging the placement of an employee for that purpose. The commitment and general terms and conditions of placement shall be according to the form attached to this Procedure as Appendix "A", as may be modified in the sole discretion of the Board to suit the particular circumstances of the request and approval.
8. Once a request for a personal support worker at the expense of a third party is approved, and the necessary Commitment for Payment Letter has been signed by the third party and received by the Manager of Employee Relations/Services, s/he shall make the necessary arrangements for a qualified Board employee to

be assigned to the school and to the student. This arrangement is subject to cancellation/termination at any time by and at the sole discretion of the Principal and the Superintendent of Education/Area.

Appendix:

Terms & Conditions for Provision of Personal Support Worker and Commitment for Payment

Effective Date

2000-03-30

Amended/Reviewed

2005-07-05

2005-12-16

2006-08-08

2016-11-23

(name of company)
(address of company)
(postal code)

Attn: (contact name & title if applicable)

(date)

Dear (contact name)

**Re: Terms & Conditions for Provision of Personal Support Worker to [Student's name and DOB;
school name] and Commitment for Payment**

Please be advised that [the name of Superintendent] has approved the temporary provision of a personal support worker to assist [student name] at [school name] upon acceptance by your company of the following terms and conditions:

1. Approval of the provision of services is for the period [start date] to [end date], although the Board shall have the sole discretion to extend or terminate the arrangement, without reasons and without notice;
2. At all times the Board and its Principal/Vice-Principal delegate, is responsible for the screening, selection, assignment, supervision and direction of the personal support worker, based on the information provided by your company, but subject to any information, observation(s) or concerns of the school;
3. At all times the terms and conditions of employment of the personal support worker shall be at the discretion of the Board and its Principal, and in accordance with applicable statutes and reciprocal obligations.
4. The personal support worker shall have no obligation to your company, and shall provide no reports or information except at the direction of the Principal and in accordance with the *Education Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, as may be amended from time to time.
5. The Board shall provide your company with an invoice, at regular intervals as may be determined in the sole discretion of the Board, for services rendered (not in advance). Anticipated costs include:

[\$00.00] per hour salary and salary-related costs;
[\$00.00] per hour for employee benefits or benefit-related costs;
[\$00.00] per day for transportation costs for the student;
[\$00.00] per kilometer if the personal support worker incurs personal travel in the course of the school day in order to meet the commitment to the student; and

Actual costs of any other fees, disbursements or expenses directly and reasonably incurred by the personal support worker or Board in providing the necessary service(s) to the student shall also be due and payable upon invoice.

Should any of the above anticipated rates change, you will be notified of such in writing as soon as possible.

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6. Each invoice shall be payable immediately upon receipt, and the company commits and undertakes to pay that amount as soon as possible. Accounts 30 days or more in arrears from the date rendered by the Board shall incur reasonable interest charges, which shall thereafter form part of the principal indebtedness of the company to the Board.

Prior to finalizing arrangement for placement of a personal support worker in [name of school] to assist [name of student; DOB], the Board requires your acceptance of and commitment to the above terms and conditions, as evidenced by the signature, below, of a person with the necessary signing authority to bind your company. For that purpose you have been provided with two copies of this letter. Please have one signed and returned as soon as possible to my attention at the Durham District School Board.

Should you require clarification or further information, I can be reached at (905) 666 6344, or by fax at (905) 666 6908.

Yours truly:

Geri Loukes
Manager of Employee Relations/Services

c.c.: Superintendent of Education/Area
Administrative Officer
Principal, school
Finance Department

COMPANY COMMITMENT FOR PAYMENT

DATED AT _____ THIS _____ DAY OF _____, 20__

I have the Authority to Bind the Company

Signator:

[please print name and title below signature]