

(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]