Personal Care Attendant (PCA) Agreement Form

The College recognizes that students limited in performing self-care functions may require a Personal Care Attendant (PCA) to participate in the college’s activities, services, or programs. A PCA’s sole function is to address the student’s disability-related personal care needs (e.g., toileting, mobility assistance, dispensing medications, etc.).

An aide is not considered a student, and the aide’s participation in class is limited to assisting the student to meet their accessibility needs (e.g., turning pages, getting out supplies, taking off coat, etc.). An aide is not to act on behalf of the student with instructors, students, or staff, engage in instructional activities, provide academic support, or in any way influence the student’s learning during class time. A PCA is a non-academic participant, therefore the PCA should not be asking questions, making comments, taking notes, or recording activities. A PCA should be available (in the classroom or close by) to the student as needed.

Personal aides are required to follow all College policies and regulations. Failure to abide by the agreed upon role will result in the aide’s presence on campus being limited or denied. The PCA may be subject to removal from the residence halls, expulsion from the College campus, loss of privileges or any other action the College considers appropriate in the event the College decides that they have acted in a manner inconsistent with the College policies or if the student or PCA have falsified any information on this agreement.

PCA and student agree to the following:

- The services and functions the PCA may provide will be based on an individualized determination made through an interactive process between ARS and the student; such services and functions will not be prohibited unless they constitute a fundamental alteration of the course or program or result in an undue burden on the college.
- The PCA may accompany the student only in the class(es) and perform only the duties for which ARS has given approval.
- The PCA will refrain from interfering with other approved accommodations for the student (e.g., scribes, notetakers, test proctors, sign language interpreters).
- Direct any questions or concerns about the role of a PCA to ARS staff.
- PCAs are required to conduct themselves in a courteous and professional manner, in accordance with Pomona College’s policies and regulations, including those related to student conduct, classroom visitors, housing and residential life policies, and personal attendants.
- PCAs should park their vehicle on the street parking or visitor’s parking. PCA’s are responsible for the payment of all parking fees or fines incurred.
- PCAs are not permitted to have guests in the College’s facilities nor on campus at any time or under any circumstances.
- PCAs are not permitted to remain on campus when the student is away from campus for visits or during official school closures, for example, holidays or semester breaks.
PCAs and students are responsible to plan for emergencies, including school closure due to fires, inclement weather, or other situations when the student may remain on campus.

The PCA and student understand and agree to the expectations and requirements as outlined above. Educational accommodations (e.g., scribes, note-taking, sign language interpreters, etc.) are the responsibility of the College to provide and arrange if deemed appropriate by ARS professional staff.

Furthermore, the class professor is the sole authority of the class, and the PCA is not to provide any type of assistance to the student that is not set forth in the student’s approved accommodations sheet.

Any agreement made between the PCA and student is independent of, and not affiliated with Pomona College’s programs. Nothing in this Agreement should be construed to create a partnership, joint venture, or employment relationship between the PCA and Pomona College.

The PCA agrees to defend, indemnify, and hold harmless Pomona College, its Board of Trustees, officers, agents, employees, and volunteers from all losses, costs, and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of any agreement between the student and the PCA. I further acknowledge that Pomona College does not provide any type of insurance including liability, property, or medical coverage in relation to any agreements made between the student and the PCA.

I have read the foregoing and have voluntarily signed this agreement. By signing this agreement below, I confirm that I have submitted a copy of the required background screening conducted by the PCA’s employing agency. I also certify that I have read and reviewed a copy of Pomona College’s Personal Care Attendant Policy.

__________________________    ___________________________     _________________________
PCA Name                     PCA Signature                  Date

Student Name                 Student Signature                Date