

PERSONAL CARE ATTENDANT – PROVIDER AGREEMENT

Student Name (Print): _____ SCSU ID: _____

PCA Name (Print): _____

Agency Name (Print): _____ Agency Phone: _____

The student named above (Student) has been approved by the Center for Academic Success and Accessibility Services (CASAS) for accommodation(s) allowing the Student to have a personal care attendant (PCA) at SCSU. I, the PCA named above, understand, acknowledge and agree that:

- 1. PCA Status & Release.** My employment is between me (or, if applicable, the agency I work for) and the Student, and I have no employment or contractual relationship with SCSU whatsoever. As such, I hereby release SCSU, its officers and agents from and against any and all claims, demands, causes of action, orders or judgments for injury, death, damage to person or property, loss damage, and liability arising from my work with the Student and/or my agency, unless such injury, death, damage, or loss is related to the gross negligence or intentional or willful misconduct of SCSU, its employees, officers, directors, agents, representatives, successors or assigns.
- 2. Safety.** I have completed an SCSU background investigation conducted or approved by the SCSU Office of Human Resources.
- 3. Confidentiality.** I will adhere to the privacy and confidentiality requirements of the Americans with Disabilities Act (ADA), the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA), and will not disclose any confidential information about the Student to faculty, staff or other students. In addition, in order to protect the intellectual property and privacy rights of SCSU faculty and students, I will not disclose, discuss, record, or post any discussion, activity or matter occurring in class or at any SCSU-sponsored activity.
- 4. Conduct.** While on campus or at any SCSU-sponsored activity, I will conduct myself in a courteous, respectful, and professional manner at all times. I will comply with all relevant SCSU policies and procedures, including the **SCSU/Board of Regent's Student Code of Conduct** (available at <https://inside.southernct.edu/handbook/student-code-of-conduct>) as well as the terms of this PCA Provider Agreement.

In addition, if the Student resides on campus and I am granted access to their campus residence, I will comply with the policies, procedures and expectations set forth in the **SCSU Guide to Living on Campus** (available at <https://inside.southernct.edu/residence-life>) as well as the **PCA Housing Access Agreement**.

I understand, acknowledge and agree that the documents listed above outline behavioral expectations, but that the due process and other rights available to students and staff do not apply to me in my capacity as a PCA.

5. **Academic & Classroom Expectations.**

- a. I will not assist the Student in any coursework, including helping with assignments, providing answers, taking tests, etc. I will not contact or ask questions of faculty, staff or other students on behalf of the Student.
 - b. I will remain outside the classroom (which includes laboratories and other learning spaces) while class is in session, unless otherwise specifically permitted under the Student's accommodations.
 - c. If the Student's accommodations specifically permit me inside the classroom, I will be a silent observer and may not provide answers or assistance with quizzes, tests, or in-class assignments. In addition, I will not ask questions, make comments, or otherwise participate in lectures or discussions. If I need to communicate with the Student, I will do in such a way that does not disturb or distract from the learning environment. I will not take notes or otherwise assist the Student with classroom activities, unless specifically authorized to do so as part of the Student's accommodations.
6. **ID Badge.** At all times while working with the Student on campus or at an SCSU-sponsored activity, I will wear an SCSU identification badge issued by SCSU's Card Office. I am being issued this badge solely in my role as a PCA for the Student. In the event I am no longer employed by the Student for any reason, I immediately will surrender to CASAS the badge and any SCSU keys I have been issued.
7. **Parking.** I have registered my vehicle with SCSU Police. I will display my SCSU parking tag while on campus and park my vehicle only in designated parking areas. I am responsible for the payment of any parking fines incurred.
8. **Tobacco-Free Campus.** I acknowledge that SCSU's campus is a tobacco-free environment, and I may not use any smoking or tobacco (including smokeless) products on campus, including outside areas.
9. **Loss / Damage of Personal Property.** I understand, acknowledge and agree that SCSU is not responsible for any loss or damage to my personal property for any reason, including but not limited to theft, fires, flood, weather conditions, equipment failures, or acts of God, unless such injury, death, damage, or loss is related to the gross negligence or intentional or willful misconduct of SCSU, its employees, officers, directors, agents, representatives, successors or assigns.
10. **Student Off Campus; Personal Visiexptors & Guests.** I may not remain on campus while the Student is away for any reason, including weekends, holidays, semester breaks, etc. In addition, I may not have visitors or guests on campus at any time or under any circumstances.
11. **Removal from Campus.** Notwithstanding any due process or other rights or procedures applicable to SCSU students and staff, I understand I may be removed at any time from campus, including housing, classrooms, laboratories, other academic buildings, and SCSU-sponsored activities off campus in the event SCSU determines I have violated or acted in a manner inconsistent with any SCSU policies and procedures, including the *SCSU/Board of Regent's Student Code of Conduct*, the SCSU Guide to Living on Campus and the PCA Housing Access Agreement (if applicable), or this PCA Provider Agreement.

Signature of Personal Care Attendant

Date

Signature of CASAS Representative

Date