

September 4, 2020

Dear President Castro and Provost Jiménez-Sandoval,

We the undersigned are alarmed to learn that our Fresno State students enrolled in their department's internship courses are being required to sign COVID-19 release of liability waivers this fall. Similar waivers were briefly used by other universities as they moved forward with reckless in-person athletics and classes this past summer. These waivers were quickly revoked by universities that required them, and campuses issued apologies to students, parents, and their wider communities for breach of trust. These waivers are coercive and exploitative. They should not be required of any CSU students.

In addition to being extraordinarily unethical, the release of liability waiver with new COVID-19 language forces Fresno State students to assume unnecessary risk. While the legal clout of this waiver is uncertain, the burden it places on students is clear. Our students should not have to voluntarily sign away basic rights to take a Fresno State class required for graduation. This is wrong. The [California State University Experiential Learning during the COVID-19 pandemic](#) (see Appendix A) policy passed by the Chancellor's Office on July 31, 2020 states that CSU students completing in-person internship hours must sign a **COVID-19 acknowledgement form**. Campuses across the nation are using acknowledgment forms to allow students to engage in absolutely necessary in-person activities during this first wave of the deadly COVID-19 pandemic.

This acknowledgement form should suffice for Fresno State students. Our students should not be asked to sign **an additional COVID-19 release of liability waiver** for any classes. In fact, this is what the July 31 policy explicitly states:

3. Students engaged in on-site experiential learning must sign an acknowledgement (to be prepared by the campus) that they have been informed of and understand the risks to their own health presented by COVID-19. This does not require that students sign the attached waiver. Moreover, this acknowledgment of risk does not require that students sign a waiver or release of liability.

As you read our letter, right now, students are signing these forms as part of paperwork they have been informed is required by Fresno State. This creates a significant breach of trust with faculty in relationship to their students, and with students in relationship to the university. It is the university's responsibility to create safe conditions for students. **If safe in-person internships are not possible, they should not be allowed.** Some faculty are preparing to teach internship classes and to work with their students to find appropriate and safe virtual options. This is what support for students looks like during an economic depression and in the midst of a deadly pandemic that is not likely to subside in the near future, despite all our desires to return to normal.

In addition, this new requirement was never discussed with faculty before being systematically mandated just before the start of the semester when all of us were very focused on organizing our virtual courses. The passing of policies that involve our classes and our students without our input violates academic freedom and exacerbates already overextended workloads. Policies of this nature should not be rolled out without involving the faculty and departments who are being required to

implement them on behalf of the university. Furthermore, requiring faculty to ask our students to give up their rights in a major economic depression and pandemic is particularly egregious. **This is not an issue of individual choice.** We cannot leave these issues up to students or faculty to decide with respect to in-person internships or experiential learning. This puts both faculty and students in dangerous positions that they should not have to face. We need to put our students' lives and health first. They have entrusted us with their safety and well-being.

Policies and practices can protect people. They can also expose them to greater risk. **We ask you to please permanently remove COVID-19 language from any and all release of liability forms the university requires students to sign for courses approved as part of their major.** Fresno State internship and other classes should not involve liability forms *at all*. [EO 1064](#) states: "If the internship placement is not required as part of the student's academic program, the student must complete the liability waiver form (see Executive Order [1051](#))". These departmental internships are required as part of our students' academic programs, thus exempting them from such paperwork.

As Fresno State faculty, we support our students. They are parents, caregivers, front line workers, children, family members. Through departmental internships (most of which are unpaid), our students apply and refine academic understandings while [supporting](#) children, families, people with disabilities, social service agencies, homeless shelters, youth centers, food banks, cultural workers, and others. They bring pride to our campus, providing uplift to the most vulnerable members of our community during a time of much need. They are a valued part of our Fresno State community not just in the future, but now. As they join us in classes this semester amid the devastating first wave of the COVID-19 pandemic and the beginning of an economic depression, our students must have full rights and protections. We want them to succeed in making it to graduation and beyond. We should not be asking them to voluntarily sign away basic rights to take Fresno State classes.

Thank you for your leadership and care of the CSU community and for your attention to this matter. We have attached supporting materials for your consideration.

Department of Anthropology and Asian American Studies
Department of Child and Family Science
Department of Women's, Gender, and Sexuality Studies
Henry Madden Library Faculty
Executive Board of the California Faculty Association, Fresno Chapter
Dr. Meta Schettler, Associate Professor, Africana Studies Program
Dr. Dvera I. Saxton, Associate Professor, Department of Anthropology
Dr. Henry D. Delcore, Professor and Chair, Department of Anthropology
Dr. Tad Ballew, Lecturer, Department of Anthropology
Dr. Cristina Herrera, Professor, Department of Chicano and Latin American Studies
Dr. Aimee Rickman, Associate Professor, Department of Child and Family Science
Dr. Amber Hammons, Associate Professor, Department of Child and Family Science
Dr. Hillary Jones, Associate Professor, Department of Communication
Dr. Diane Blair, Professor, Department of Communication; Secretary, California Faculty Association
Dr. Jenelle S. Pitt, Professor and Chair, Department of Counselor Education and
Rehabilitation, Clinical Rehabilitation and Mental Health Counseling
Dr. Alison Mandaville, Associate Professor, Department of English

Dr. John Beynon, Professor, Department of English; President, California Faculty Association,
Fresno Chapter
Dr. Stuart K. McFeeters, Lecturer, Department of Geography and City and Regional Planning
Dr. Jill Fields, Professor, Department of History
Dr. Lori Clune, Professor, Department of History
Dr. Nancy Van Leuven, Assistant Professor, Department of Media, Communications and Journalism
Dr. Kenneth Hansen, Professor, Department of Political Science
Dr. Lisa Bryant, Associate Professor, Department of Political Science
Dr. Brandon T. Taylor, Assistant Professor, Department of Recreation Administration
Dr. Douglas Singleton, Professor and Chair, Department of Physics
Dr. Johan Van der Noordaa, Lecturer, Department of Physics
Dr. Jennifer Randles, Associate Professor and Chair, Department of Sociology
Dr. Andrew Jones, Professor, Department of Sociology
Dr. Loretta Kensinger, Professor, Department of Women's, Gender, and Sexuality Studies

COVID-19 Waiver Background for Fresno State Faculty

I. Select cases

1. University of Alabama

July 2020: U of A requires COVID-19 release of liability waivers of students attending in-person fall classes.

Late July 2020: U of A told by students, faculty, staff, community members, and others that COVID-19 release of liability waiver requirement of students attending in-person classes constitutes a **breach of trust**.

[The Crimson White](#): “None of the University’s communications have mentioned this document, let alone that signing it would be required in order to follow the administration’s plan for students to return to campus. It is abundantly apparent why they would bury this information: none of us should sign away our right to sue if the administration plays fast and loose with our lives... The University should bear responsibility if administrators make reckless choices in the face of a global pandemic. If they are more intent on shielding their pocketbooks than protecting us, we can push back by refusing to sign. We cannot and should not accept a risk that no one yet understands.”

August 6, 2020: The COVID-19 release of liability waiver requirement was eliminated by administration

August 13, 2020: Faculty express concerns with campus COVID safety plans following months of troublesome institutional practices toward vulnerable members of community. In-person classes begin 8/19.

[Montgomery Advisor](#): “In late July, the dean of the Capstone College of Nursing emailed staff suggesting faculty facing pandemic-related schedule issues, particularly those with “school aged children,” should inform administration so they would “have time to hire a new faculty member to replace you.” According to two faculty members who spoke to the Advisor, the email rattled and angered faculty, who felt it was pressuring instructors, particularly those without tenure, to resign their positions without informing them of their right to paid family leave or trying to work on flexible scheduling options amid a global pandemic.

This was walked-back by the nursing college once outed.

August 25, 2020: U of A confirms more than 500 COVID-19 cases on campus after being open for in-person classes for six days.

[AL.com](#): “The University of Alabama on Monday released the first numbers of on-campus COVID-19 test results that raised alarm bells internally. A total of 531 confirmed cases between students, faculty and staff were reported on the Tuscaloosa campus since classes resumed Aug. 19... “A question we all want to know is are we at the breaking point?” Alabama president Stuart Bell said Monday. “What’s the lever that’s going to cause us to have to change it. Basically, I think it goes back to flattening this curve, so we are able to accommodate our current operations and make sure we are able to keep the students healthy. So, there really is no single answer. I don’t want to point you all to look at this graph or look at this data and know we can draw a line and say this is what we’re going to do because it’s a very dynamic situation -- very dynamic over the weekend as we saw positive cases increasing to again, today, cause us to take more steps. We’re going to continue to do that.” Also reported on [CNN](#).

August 25, 2020: Alabama high school football coach breaks ranks to call **decision** to proceed with football season “unconscionable.”

[AL.com](#): Rose has been coaching for 30 years, and before that he played for Pat Dye at Auburn. He loves the game more than anyone, but love of football or anything else shouldn’t make this a hard call. Not after what he has seen. Shut it down, says Rose. Before people die, or any more people die, high school football needs to be shut down. “There are no testing policies. Zero,” Rose said. “Of course players want to play. Players want to do a lot of things. It’s the adults that are supposed to be protecting them. It’s our jobs.”

*The AHSAA, the state of Alabama and local school districts have failed in that fundamental responsibility when people needed their leadership most of all. High school football without testing is putting families and communities at great risk and, as Rose put it in an [editorial for the Auburn-Opelika News](#) ... **“Sending out players to the field with zero testing policies then sending them home to vulnerable parents and grandparents is unconscionable”... “It’s brutal. It’s terrible. It’s reckless,”** Rose said. “This has been the worst month of my career.” Rose says he knows coaches “who have had their supplements threatened” for pushing back against playing football during a deadly pandemic without testing. “How many coaches are hiding this stuff and telling their players not to get tested?” Rose said. **That it’s even a question is horrifying, and an example of how poor leadership at the state level has made coaching high school football a nightmare and contributed to a public health crisis.***

*... Parents are getting sick. **It’s on Rose and no one else to tell players who live with grandparents they probably shouldn’t be participating. “That’s not my idea of a team,”** Rose said. ... Rural Black communities have been disproportionately affected during the coronavirus pandemic, and Rose should be commended for recognizing that, says one of his former players. ... It’s Alabama high school football, it’s not a reflection of what we value most of all as a state. **It’s an indictment on what we’re willing to ignore.***

August 26, 2020: U of A tells faculty to not inform others if someone in their in-person class contracted COVID-19.

*[The Daily Beast](#): **“Do not tell the rest of the class,”** the email reads, with the word “not” underlined. It goes on to say that students who test positive are not considered an exposure risk if masks were worn and social distancing was practiced—meaning the students and professor may never be informed if someone in their class tests positive.*

Multiple other emails from other departments reviewed by [The Daily Beast](#) warn teachers against telling students about a positive classmate or posting about it on social media, even in the most general terms, claiming it could constitute a HIPAA violation.

“A lot of my colleagues and people I’ve talked to, they’re terrified,” said Michael Innis-Jimenez, an American studies professor ...

“Every statement at least for the last month has been about this plan, they’ve got this plan,” he said, adding later: “It makes it feel like a lot of this is for show, especially when they don’t want you to confirm it’s not working.” ...

“I don’t have any problem with personal responsibility, but I just do not think UA and the administration thought this through before everyone decided to come to campus,” Lanai said.

He added, “I think it is unfair for them to put all the blame and responsibility on students instead of looking in the mirror.”

2. Penn State

August 5, 2020: Penn State plans to bring students to campus for **in-person classes, requires** digital signing of COVID-19 release of liability **“compact”** with **release of liability / hold harmless language**: *“I assume any and all risk of exposure to COVID-19 that may result from attending Penn State, or participating in Penn State activities, and I acknowledge that exposure or infection may result in personal injury, illness, permanent disability, or death.”* This compact **blocked** students’ access to their university portal which could only be reached by signing.

Centre Daily: “They’re placing the blame on students.” Wyatt DuBois, a spokesperson for Penn State, said the university is aware of the “anxieties and uncertainties” members of the Penn State community are expressing about the compact. “We feel it is important that students and families understand there is COVID-19 risk, everywhere in our daily lives,” DuBois said, adding that “Penn State has committed to meeting and exceeding the guidance of health experts.” ... Zack Furness, an associate professor of communications at Penn State’s Greater Allegheny campus, said he’s concerned about the way Penn State’s compact was “foisted onto students without a clear explanation of what signing it entails, legally or otherwise.” Furness added he’s concerned about whether parents were informed.

Newsweek: “[T]he waiver is a sign of Penn State administrators releasing themselves from responsibility of people getting sick, even though they are most likely aware that bringing back students is “incredibly irresponsible.” What Penn State is doing is grabbing all of the blame from the people potentially getting infected by COVID-19 and everything of what that means, including permanent health problems moving forward or even death, and placing it directly on the students,” she said. While all students have the choice of taking their classes either in-person or remotely, reopening the university in any capacity is “putting the lives of the local community members in danger,” Hernandez said.

August 13, 2020: Penn State **eliminates COVID-19 release of liability / hold harmless language**, claiming “this is not a waiver and was not intended to be.” They change compact to non-binding statement: *“Even with the mitigation steps taken by Penn State and my compliance with this Compact, I acknowledge that Penn State cannot prevent the risks of exposure to COVID-19 that may result from attending Penn State or participating in Penn State activities.”* Tells students they are overreacting by being concerned about the earlier language. Legal scholars disagree.

Centre Daily: “Zachary McKay, president of the University Park Undergraduate Association (UPUA), said the student government shared similar concerns last week, calling the original language “alarming to me, every member of my cabinet, and many of the students we’ve spoken with since its release.” He said the UPUA spoke with the administration last Friday and recommended a public clarification. ... “I was happy to sign the compact once I knew for a fact that it does not cast off total responsibility of the university for the health of their students, as the initial language implied.”

State College.com: [Campus group] alarmed by “the ill-advised inclusion of an apparent liability waiver in the compact that could compromise your rights.”

“This language suggests that despite their numerous assurances, Penn State’s leaders recognize that a return to campus may not be safe at this time,” the op-ed stated. “This language may aim to intimidate you and exempt Penn State from any responsibility for COVID-related illness and death — even in cases where it may be caused by the university’s own negligence or inadequate safety protocols.”

Penn State’s statement on Thursday said that was never meant to be the case.

“We feel it is important that students and families understand there is COVID-19 risk, everywhere in our daily lives, and to reinforce the importance of following the public health guidelines established by the state and public health experts for the return to campus learning,” the statement said.... “Nevertheless, we hope this clarification addresses the concerns that were raised to us. To reiterate: This is not a waiver and was not intended to be. It is an acknowledgement.”

3. NCAA

June 24, 2020: Senators Richard Blumenthal and Cory Booker [write](#) to NCAA to oppose COVID-19 release of liability waivers required by some NCAA university athletic programs for student athletes' continued involvement in in-person athletics, calling them “**exploitative.**”

As students struggle to pursue their education in the midst of the greatest global health crisis since 1918, and face major economic uncertainty as they face the prospect of graduating into the greatest economic crisis since the Great Depression, schools should be doing everything they can to support them. While these waivers are disappointing, they are not surprising—they are only another example of the NCAA and its member schools prioritizing their own economic self-interest above the health and well-being of their athletes.

The NCAA must work together with its member schools to ensure that colleges and universities understand the important role they must play in protecting college athletes. We urge you to immediately prohibit the use of liability waivers by your member schools to exempt their responsibility to keep college athletes safe. Further, we request that you commit to working with the Center for Disease Control and Prevention (CDC) to develop a health and safety plan that prioritizes the safety of college athletes, including prohibiting schools from requiring or allowing students to participate in athletics before it is safe for them to do so.

August 5, 2020: NCAA [prohibits](#) universities from having students sign COVID-19 release of liability waiver to continue on the team.

This is the right move to protect athletes. COVID-19 liability waivers that put school profit over athlete welfare should be banned across the board, and no athlete should have to decide between their health and their education,” Blumenthal and Booker said. “For two months, athletes who were coerced into signing these waivers didn’t know what would happen if they got sick – would their schools be held accountable? Would they lose their scholarships? We need strong, clear, and enforceable standards that make athlete health and safety a non-negotiable priority.”

4. Fresno State

July 31 2020: CSU passes [California State University Experiential Learning during the COVID-19 pandemic](#) policy (Appendix A). Policy states campuses are required to have students “engaged in on-site experiential learning” sign a **COVID-19 acknowledgement**. It further states “this acknowledgment of risk does not require that students sign a waiver or release of liability” (IIA3). A **Hold Harmless waiver** (“RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS”) **that includes COVID-19 language is at the end**. It states this is to be used **only by select CSU campuses** that have required Hold Harmless liability waivers in the past **in accordance with EO 1051** (IIA4).

II. Procedure

A. Students Engaged in For-Credit Experiential Learning

1. Students enrolled in experiential learning programs should be given a virtual learning option—to the extent allowed by accrediting and credentialing bodies—in order to complete their course work. This should include allied health clinical experiences and education programs (student teaching) **if and when possible**.
2. Students who choose to participate in on-site experiential learning programs (not virtual) must receive COVID-19 safety training consistent with federal, state, local and CSU guidance and/or mandates as part of their orientation and prior to participation. If the experiential learning site does not provide this training, the campus shall do so.
3. **Students engaged in on-site experiential learning must sign an acknowledgement** (to be prepared by the campus) that they have been informed of and understand the risks to their own health presented by COVID-19. **This does not require that students sign the attached waiver. Moreover, this acknowledgement of risk does not require that students sign a waiver or release of liability.**
4. **To the extent that campuses already required participants to sign Hold Harmless waivers for certain activities or programs (pre-COVID-19 pandemic), they should continue to do so consistent with California State University Use of Approved Waiver of Liability Policy (EO 1051). Please use the**

attached updated waiver. Questions for exceptions should be addressed to the campus risk management officer or campus counsel. If a student will be attending a "higher risk" placement, the campus should consult with their campus risk manager regarding the need or advisability of obtaining a COVID-19 specific waiver from the student. A "higher risk" placement is defined as one in which it is known that the student will be working or coming into contact with individuals who are known to have been infected with COVID-19. (pp. 1-2)

August 11, 2020: Fresno State faculty teaching service-learning courses receive university paperwork requiring **all service-learning** students doing their 15 hours “virtually, in-person, and in a hybrid” setting to sign paperwork. This includes a **new requirement** to sign a release of liability waiver with COVID-19 language titled “RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS” (Appendix B). Those doing in-person hours are **also** required to sign **an additional** COVID-19 acknowledgement (Appendix C).

From: **Chris Fiorentino** <chrisf@mail.fresnostate.edu>
Date: Tue, Aug 11, 2020 at 11:31 AM
Subject: Mandatory SL Risk Management Forms
To: **Chris Fiorentino** <chrisf@csufresno.edu>
Cc: Angela Silveira <asilveira@csufresno.edu>, Studt, Trisha <tstudt@csufresno.edu>

Dear Colleagues,

According to the Scheduling Office, you are teaching at least one section of a service-learning course this semester. **CSU and Fresno State policies require all students in service-learning courses to complete certain risk management forms prior to beginning their service. This email describes those forms and provides a fillable PDF version you can use in your classes.**

We've been working throughout the summer with key individuals at the Chancellor's Office and here on-campus to revise these risk management forms in light of the COVID-19 pandemic. Attached you will find those revised forms, which include:

Learning Plan/Student Release of Liability/Emergency Contact Form

This single, fillable PDF form combines the normal Service-Learning Learning Plan with a Student Release of Liability and Emergency Contact Form required by the CSU Chancellor's Office. **All students must complete and submit this form to their instructor prior to beginning their service hours.** This is true for students serving virtually, in-person, and in a hybrid (both virtual and in-person) setting.

COVID-19 Acknowledgment of Risk Form

This fillable PDF form **must be completed by all students who serve in-person and by those in a hybrid model (a combination of virtual and in-person service).** This form is required by the CSU Chancellor's Office and should be completed and submitted to the instructor by all students prior to beginning their service hours.

PLEASE NOTE: For students who serve in-person, they must also complete a brief, 15-20 minute COVID-19 training, which can be accessed at https://ds.calstate.edu/?svc=skillssoftstudent&org=csufresno&env=prod&uri=/skillports/main.action?path=summary/CUSTOMER_DEFINED/scom12_spcentralista_csufresno_covid19return. It is recommended that faculty members provide a link to this training in Canvas. Should you choose, you may require this training of all students in your course.

Traditional Word Document versions of the risk management forms are also attached to this email. However, given the current virtual teaching environment and the fact that these Word forms require "wet" signatures, we encourage the use of the fillable PDF forms, which can be done exclusively online. You may, however, convert the Word Document forms into a DocuSign document should you prefer that format.

Consistent with the CSU Chancellor's Office's campus student record retention policies, copies of these completed forms (electronic or hardcopy) should be kept by the course instructor or the department for three years.

Should you have any questions about the use of these forms, please don't hesitate to contact me at chrisf@csufresno.edu, or by calling 559.278.8848.

Sincerely,
Chris Fiorentino

Chris Fiorentino, Director
Jan & Bud Richter Center for Community Engagement and Service-Learning
California State University, Fresno
559.278.7079

August 14, 2020: Fresno State faculty teaching internship courses receive university paperwork requiring **all internship** students to sign of release of liability waiver with COVID-19 language titled “RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS” (Appendix B). Those doing in-person hours are **also** required to sign **an additional** COVID-19 acknowledgement (Appendix C).

On Fri, Aug 14, 2020 at 8:50 AM Mary Willis <mwillis@csufresno.edu> wrote:

Hello all (again).

The formatting in my last message was terrible. This should be easier to read.

Welcome back! I hope you had a wonderful, albeit strange, summer.

In light of COVID-19, at the direction of the Chancellor's Office, there have been some important changes regarding required documents for internship, field placement and practicum courses for the FALL 2020 semester. I've attached the "Fresno State's Phased Ramp Up Plan for Clinical Practicum, Credential Program, Internship and Service-Learning Placements", that was developed at the request of, and approved by, the Provost. Please visit <https://bit.ly/ExperientialLearningRampUp> for the Google Drive that includes the Chancellor's Office Memo of June 25th, the new required forms, and a sample updated Learning Plan Agreement.

It is important that these documents be moved to DocuSign for easy access for students, internships site supervisors and faculty. Many of you already work with me on processing your forms via DocuSign. For those of you who don't, please know that I'm happy to assist in setting up your documents and tracking the completion of those required forms. This will ensure that we are in compliance with the Chancellor's Office guidance on COVID-19 procedures for these courses and with EO 1064.

There will be a Zoom Meeting to discuss these changes and answer any questions on Monday, August 17th, at 3pm. The meeting instructions are below. It will be recorded.

Thanks so much and I hope to see you then!

Mary

Mary Willis
University Internship Coordinator
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<http://www.fresnostate.edu/careers>

August 21, 2020: Following involvement of CFA and individual faculty members, the **new release of liability waiver with COVID-19 language is rescinded** as a new requirement of students taking **service-learning** courses. The **acknowledgement form remains required** for anyone doing in-person hours, as per CSU policy.

From: **Chris Fiorentino** <christfi@mail.fresnostate.edu>
 Date: Fri, Aug 21, 2020 at 11:13 AM
 Subject: URGENT: Revised SL Risk Management Forms
 To: Simmons, Don <creativepotential@gmail.com>, Aimee Rickman <arickman@csufresno.edu>, Amanda Mortimer <amortimer@csufresno.edu>, Benjamin Boone <bboone@csufresno.edu>, Beng Ong <bengo@csufresno.edu>, Brian Goerlich <bgoerlich@csufresno.edu>, Morgan, Barbara <bmorgan@csufresno.edu>, Brandon T. Taylor <btaylor@csufresno.edu>, <breckh@csufresno.edu>, <brycannell@csufresno.edu>, Candace Egan <candace@mail.fresnostate.edu>, Escamilla, Clara <cescamilla@csufresno.edu>, <christophermelkonian@csufresno.edu>, Cheryl S McDonald <cmcdonald@csufresno.edu>, Jones, Constance <connie@csufresno.edu>, Crista Tiscareno <ctiscareno@csufresno.edu>, Dan Barrows <dan@barrowspt.com>, David Low <dlow@csufresno.edu>, Davom Sisavath <davom@csufresno.edu>, Don Williams <dwilliams@csufresno.edu>, <angelica2@me.com>, <eleenimenez@csufresno.edu>, <ekichevsky@csufresno.edu>, Person, Eric <eperson@csufresno.edu>, <farad@csufresno.edu>, Jeff Finley <jfinley@csufresno.edu>, Kennedy, Gregory <gregoryk@csufresno.edu>, Hai Ying Zhang <hzyang@mail.fresnostate.edu>, <hmlitades@csufresno.edu>, Hong Ni <hongni@csufresno.edu>, Jason McOmber <JAMCOMBER@gmail.com>, Janice Smith-Warshaw <jamithwarshaw@csufresno.edu>, Nkosi, Janine <jnkosi@csufresno.edu>, Jennifer Roos <jroos@csufresno.edu>, Jironak <jironak@csufresno.edu>, <jhenson@csufresno.edu>, mullooly, james <jmullooly@csufresno.edu>, <jroberts@csufresno.edu>, Juliet Wahlthner <jwahlthner@csufresno.edu>, Kristina Doel <kdoel@csufresno.edu>, Story, Keith <kstory@csufresno.edu>, Na-hyeon Ko <naheonko@mail.fresnostate.edu>, Herzog, Lisa <lherzog@csufresno.edu>, <lasute@yahoo.com>, Crask, Lloyd <lloyd@csufresno.edu>, Laurie Taylor-Hamm <ltaylorham@csufresno.edu>, Marcus Shaw <marcusshaw@csufresno.edu>, Matthew Jendian <mattjendian@csufresno.edu>, Michelle Ganci <mganci@csufresno.edu>, <michaeli@csufresno.edu>, Nancy VanLewen <nancyvanleuven@csufresno.edu>, Nupur Hajela PhD <nhajela@csufresno.edu>, <rwuberhurst@csufresno.edu>, Patrick T Berends <pberends@csufresno.edu>, R. Chu-Jacoby <rchu@csufresno.edu>, <person@csufresno.edu>, <sarichardson@csufresno.edu>, <shaunadan@yahoo.com>, J. Rocca, Steven <srocca@csufresno.edu>, Stephanie Moore <smoore@csufresno.edu>, Selena Van Hom <svanhom@csufresno.edu>, <swinans@csufresno.edu>, <Tangee.pirheiro@gmail.com>, Ellie Trask <TRASKETTE@hotmail.com>, Vivien Luo <vluo@csufresno.edu>, Gilbert, Wade <gilbert@csufresno.edu>, Melissa Jessen-Hiser <mjessen@csufresno.edu>
 Cc: Saúl Jiménez-Sandoval <sjimenez@csufresno.edu>, Xuanming Fu <xfu@csufresno.edu>, Adishian-Astone, Debbie <debbiea@csufresno.edu>, Lisa Kao <lsak@csufresno.edu>, Kathleen Godfrey <kgodfrey@csufresno.edu>, Studd, Trisha <tstudd@csufresno.edu>, Angela Silveira <asilveira@csufresno.edu>, Marsha Baum <baum@mail.fresnostate.edu>, Chris Fiorentino <christfi@csufresno.edu>, Randy Yerrick <yerrick@mail.fresnostate.edu>

Dear Service-Learning Faculty,

In accordance with CSU policy, and in consultation with our campus counsel and risk manager, we have approval to **not** require a liability waiver. A COVID-19 acknowledgement must be signed by the students if they will be doing an **in-person service-learning** activity/course. If a student is doing their service-learning 100 percent virtual, a COVID-19 acknowledgement is **not** required. The Learning Plan is still required of all service-learning students.

Please see the attached document, in Word and fillable PDF formats, which include the revised forms for this semester. This exception is for the fall 2020 semester and we will re-evaluate in the spring depending upon current state and local public health guidelines.

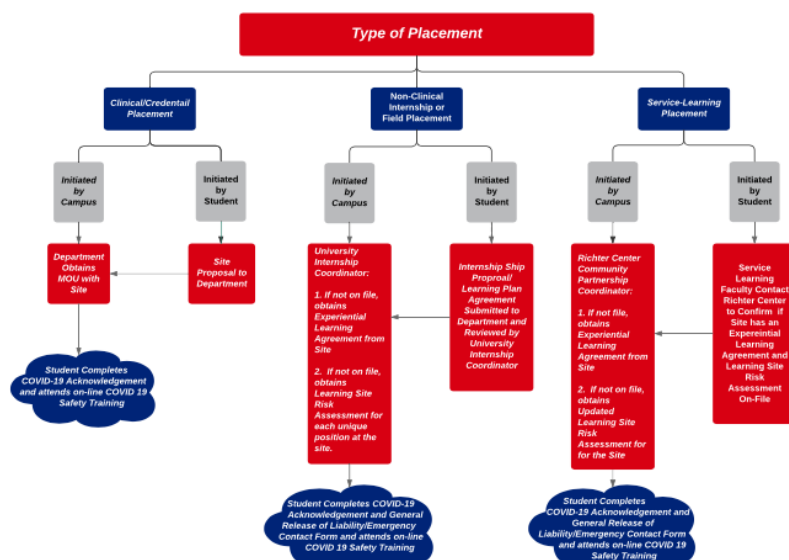
Our apologies for this late change to the form. Should you have any questions or concerns please do not hesitate to contact me.

Sincerely,
 Chris Fiorentino

Chris Fiorentino, Director
 Jan & Bud Richter Center for Community Engagement and Service-Learning
 California State University, Fresno
 559.278.7079

This brings us to now. Individual faculty members have been told that the university's internship paperwork related to the release of liability waiver requirements has changed, and that the university's internship office sent an email to Fresno State internship faculty on August 21, 2020 providing official guidelines detailing these changes. However, as of August 27, at least some internship faculty did not receive this email. The Google Drive with internship paperwork continues to hold a document stating **release of liability waiver with COVID-19 language is needed for all internships** (Appendix D). Faculty emailed the internship office on August 26 asking for clarification if the release of liability waiver requirement has been changed for Fresno State internship students. To date, no official confirmation of any changes to requirements has been received.

COVID -19 On-Site Experiential Learning Placement Process
 California State University, Fresno | Fall 2020



II. In the News: Concerns Raised Regarding University COVID-19 Release of Liability Forms

1. They are coercive, exploitative, non-consensual.

The ability to allocate risk and voluntarily agree on terms is fundamental to contract law, ... University COVID-19 waivers, however, are different. Students don't have the ability to negotiate the terms of a waiver or to pursue their post-secondary education elsewhere. These waivers are take-it-or-leave-it: if you want to be a university student this fall, you'll have to sign away your legal rights. If you don't, you can't have access to your education. [link](#)

There's no "freedom of contract" here. Instead, there's a significant inequality of bargaining power. University students will be forced to either accept the waiver or forego their education — at least for now. This isn't a bargain students enter into willingly [link](#)

[The university] must oppose corporate immunity and remove the "assumption of the risk" language from the "informed consent agreement." Right now, many students and workers don't feel safe returning to campus but don't feel like they have a true choice in the matter. Between lobbying for immunity and requiring students to sign the "informed consent agreement," [the university] has covered its bases to ensure that regardless of what happens on campus this fall, the university will come out scot-free. Let's hope the same can be said for students and workers. [link](#)

There is "no communication"... about the form's intent, but liability protection for businesses amid the pandemic is an ongoing debate in Washington. [link](#)

[Marketplace](#): Graduate student states: "I'm not going to be coerced into assuming risk that I don't think is my responsibility...It's unfair to tell us that we're responsible for assuming the risk when we don't have any control or information about how things are going to be safely maintained...The assumption is maybe they'll do what they're supposed to do, maybe they won't, but it's your risk either way."

2. They normalize in-person classes in a pandemic, a known deadly disaster. Would we send our students into a war zone to meet degree requirements? A wild fire? Institutional permission (and even encouragement) of in-person involvement in a deadly natural disaster shows reckless disregard towards those with less power. This is dangerous to students. It is also dangerous to our students' families and to our wider community, permitting involvements that increase the spread of COVID-19. It is dangerous to society.

[U]niversities that unilaterally choose to offer in-person education this fall shouldn't be allowed to shift the financial risks of their choice onto their students. [link](#)

University forcing COVID-19 waiver is dangerously prioritizing in-person classes and its bottom line over the health and safety of students and workers by [denying the vast majority](#) of work-from-home accommodations to those who need it. Limiting university liability doesn't just make it harder to hold the university accountable in court, it removes the legal incentive to invest in keeping students and workers as safe as possible. [link](#)

[The Hill](#): Sen. [Patty Murray](#) (Wash.)...on the Senate Health, Education, Labor and Pensions Committee, and other[s] argue that a liability shield could discourage companies from acting responsibly. "[We don't] want to give businesses and other organizations a free pass for failing to take adequate safety steps in the middle of a pandemic, and deny those who become sick

because of it the ability to seek justice,” Murray told [The Hill](#). . . . “The main thing is, do we want to essentially make people give up their tort law rights in order to participate in things that people find meaningful?”

[Concord Monitor](#): State tort law already protects corporations and universities who exercise reasonable care from negligence lawsuits. This means unless a student can show the university acted unreasonably in implementing COVID-19 safety measures, they already cannot be held liable. At a time when the stakes could not be higher, there is no reason to lower the standard of care required of colleges and universities. . . . [University] continues to tell students the agreement is not a liability waiver. [According](#) to Georgetown Law Professor, Heidi Li Feldman, this statement is disingenuous because this is standard language businesses use to avoid liability.

3. They codify institutional irresponsibility, depriving students and community of needed and reasonable care, and damaging valuable public trust in our public university.

[L]iability waivers remove an important incentive to ensure campus is safe. Though universities will undoubtedly continue to take all appropriate measures to protect their students, the risk of legal liability helps encourage institutions to prioritize safety measures. [link](#)

[Universities] have a higher calling than merely protecting the bottom line. Universities have a duty to provide a safe learning environment for their students. If they fail in this duty and students contract COVID-19 as a result, universities should be legally responsible. [link](#)

Student at school requiring waiver [states](#): “I think that kind of breaks my trust a little bit in the institution.”

[Concord Monitor](#) “Heidi Li Feldman, a professor of law at Georgetown University Law Center who recently wrote an op-ed for the Los Angeles Times about the topic, said students should not sign this document under any circumstance. Not only does the waiver release students of their basic legal rights, but it also removes the incentive for the university to invest in keeping their students safe, Feldman said. A major incentive for schools to uphold their legal obligation to put in precautions that protect their students’ safety is the threat that students might sue them. By signing away the threat of a lawsuit, it’s almost like giving someone permission to be risky with your life, Feldman said. In a statement from Lisa Thorne, the director of communications for the University System of New Hampshire, she emphasized that an informed consent form is not the same as a waiver of liability.

Feldman said parsing apart these definitions is pointless, as they both act functionally the same in court.”

APPENDIX A

Current Status: Active

PolicyStat ID: 8388232



Origination: 7/31/2020
Last Revised: 7/31/2020
Owner: Alison Wynn: Assoc VC Acad
Prg, Innov&Fac Dev
Area: Academic and Student Affairs
Codes: COVID-19

California State University Experiential Learning during the COVID-19 pandemic

I. Policy

A. California State University Experiential Learning during the COVID-19 pandemic

This policy (see attached memorandum) is intended to provide supplemental guidance to existing for-credit experiential learning programs during the COVID-19 pandemic. It supersedes [guidance issued in spring 2020](#) in response to the CSU's pivot to primarily remote and virtual learning.

Experiential credit-bearing learning (student teaching, clinicals, practicums, internships, service learning, field placements, etc., for-credit experience only) is an important component of student success. However, COVID-19 has posed new and emerging risks to students engaged in this experience. As you review student experiential learning opportunities, please adopt the following practices in order to reduce and address risk:

II. Procedure

A. Students Engaged in For-Credit Experiential Learning

1. Students enrolled in experiential learning programs should be given a virtual learning option—to the extent allowed by accrediting and credentialing bodies—in order to complete their course work. This should include allied health clinical experiences and education programs (student teaching) **if and when possible**.
2. Students who choose to participate in on-site experiential learning programs (not virtual) must receive COVID-19 safety training consistent with federal, state, local and CSU guidance and/or mandates as part of their orientation and prior to participation. If the experiential learning site does not provide this training, the campus shall do so.
3. Students engaged in on-site experiential learning must sign an acknowledgement (to be prepared by the campus) that they have been informed of and understand the risks to their own health presented by COVID-19. This does not require that students sign the attached waiver. Moreover, this acknowledgment of risk does not require that students sign a waiver or release of liability.

4. To the extent that campuses already required participants to sign Hold Harmless waivers for certain activities or programs (pre-COVID-19 pandemic), they should continue to do so consistent with California State University Use of Approved Waiver of Liability Policy (EO 1051). Please use the attached updated waiver. Questions for exceptions should be addressed to the campus risk management officer or campus counsel. If a student will be attending a "higher risk" placement, the campus should consult with their campus risk manager regarding the need or advisability of obtaining a COVID-19 specific waiver from the student. A "higher risk" placement is defined as one in which it is known that the student will be working or coming into contact with individuals who are known to have been infected with COVID-19.

B. Student Placement Agreements

Current and fully executed Student Placement Agreements do **not** need to be modified at this time to include COVID-19 language. It is recommended, however, that a risk review be conducted for any virtual or in-person placements that are **substantially** different from those originally outlined. If any revised activities fall into a high-risk category, the campus should strongly consider including the amended language identified below in the University-Agency Agreement. Additionally, all safety- and risk-related information should be provided to students as part of the orientation process (e.g., training as identified in Section 2, course syllabus, video or online placement platform).

New and renewing University-Agency Agreements can include the addition of the following language into their agreement template(s) provided the partner agency agrees:

[Facility] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". [Facility] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Facility], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Facility] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Facility] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify [X] of that fact.

It is expected that each campus will request its partner at the time of renewal to include this clause in their agreement. However, it is recognized that the placement site may have its own policies that bar this addition. If the placement is of enough importance to the mission of the CSU (such as serves as a placement for a large number of CSU students or is a location that provides a unique opportunity for CSU students that cannot be replicated elsewhere), then a campus has the discretion to omit this requirement in its new agreement. However, since it is an expectation, the campus should document its efforts made toward the inclusion and preserve the correspondence where the partner entity refused to include it.

III. Authority

This policy is issued pursuant to [Section II of the Standing Orders of the Board of Trustees of the California State University](#), and as further delegated by the [Standing Delegations of Administrative Authority](#).

IV. Appendix A: RELEASE OF LIABILITY **EO1051 COVID19 (See Attachments)**

RELEASE OF LIABILITY, PROMISE NOT TO

SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: [Insert Activity]

Activity Date(s) and Time(s): [Insert Date(s) and Time(s)]

Activity Location(s): [Insert Activity Location(s)]

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, [campus name] and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold the University harmless** from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) **releasing the University from all liability**, (b) **promising not to sue the University**, (c) **and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

[SIGNATURE LINE]

Participant Signature

[SIGNATURE LINE]

Participant Name (print) AND Date

If Participant is under 18 years of age:

I am the parent or legal conservator/guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

[SIGNATURE LINE]

Signature of Minor's Participant's Parent/Guardian

[SIGNATURE LINE]

Name of Minor's Participant's Parent/Guardian (print) AND Date

[SIGNATURE LINE]

Minor Participant's Name

All revision dates:

7/31/2020

Attachments

[AMW to Provosts Memo Experiential Learning COVID19.pdf](#)
[RELEASE OF LIABILITY EO1051 COVID19.docx](#)

Approval Signatures

Approver	Date
Loren Blanchard: EVC Academic/Student Affairs [NE]	7/31/2020
Alison Wrynn: Assoc VC Acad Prg,Innov&Fac Dev	7/29/2020
Christina Gutierrez: Comm Spclst, Acad & Sdnt Affrs	7/29/2020

APPENDIX B



Discovery. Diversity. Distinction.

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Semester/Year: _____ Internship Course Catalog Number (eg: CRIM 180) _____

Activity: Internship with _____
(Name of Company)

Internship Dates: _____ Internship Times: Varies – Schedule Arranged

Internship Location Address: _____
(Street Address) (City) (State) (Zip)

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, [campus name] and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I **understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: _____

Participant Name (print): _____ Date: _____

STUDENT EMERGENCY INFORMATION

Participant's Name: _____
Last First MI

Fresno State Student Email Address: _____

Emergency Contact Information (required)

Note: Emergency Contact #1 must be able to make legal decisions for you in a worst-case scenario

	Emergency Contact 1	Emergency Contact 2
Last, First Name		
Relationship		
Street Address		
City, State, Zip, Country		
Phone: Home		
Phone: Work		
Phone: Cell		

If Participant is under 18 years of age, or has a legal conservator or guardian:

I am the parent or legal conservator/guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Participant's Parent or Legal Guardian/Conservator

Date

Name of Participant's Parent or Legal Guardian/Conservator (print)

APPENDIX C



COVID-19 ACKNOWLEDGEMENT OF RISK

(To be completed by students taking part on-site experiential learning placements for academic credit)

Activity: Experiential Education Course, including but not limited to Clinical Placement, Internships, Practicum and Service-Learning Courses **Course Number:** (e.g. SWRK 181) _____

Semester/Year: _____ / _____

Experiential Learning Site Name: _____

Experiential Learning Site Address: _____

Street Address	City	State	ZIP

In connection with the fulfillment of STUDENT's clinical or field placement requirement, STUDENT was offered the option of (a) delaying their Experiential Education Course during the COVID-19 pandemic; (b) Experiential Learning conducted virtually or online if permitted by licensing or accrediting bodies, **if and when possible**; or (c) Experiential Learning conducted onsite the Experiential Learning Site.

STUDENT has voluntarily elected to participate in an Experiential Education Course, including but not limited to Clinical Placement, Internships, Practicum and Service-Learning Courses at an on-site Experiential Learning Site (hereinafter referred to as the "ACTIVITY"). STUDENT is free to opt out of continuing at the ACTIVITY at any time and inform the University of that decision.

DISCLOSURES

In electing the ACTIVITY, STUDENT understands, recognizes and has taken into account the following:

- The ACTIVITY requires and involves direct contact, including physical contact, with individuals present at Experiential Learning Site, which may include patients, particularly if the Experiential Learning Site is a clinical health care facility, other communal living facility or correctional facility. Virtual or online experiential education does not require or involve such direct contact.
- Since in or about January 2020, there has existed and continues to exist a nationwide pandemic commonly referred to as the COVID-19 pandemic.
- COVID-19 is highly contagious, and capable of widespread person-to-person transmission.
- During the ACTIVITY, STUDENT may come into direct with individuals at the Experiential Learning Site who have contracted COVID-19 or who might otherwise be contagious. This may include patients, particularly if the Experiential Learning Site is a clinical health care facility, communal living facility or correctional facility,
- During the ACTIVITY, STUDENT may be exposed to and/or contract COVID-19.
- There is and can be no guarantee that STUDENT will not be exposed to or contract COVID-19 during the ACTIVITY.
- California State University, Fresno makes no representations and can give no assurances about the degree to which STUDENT may be exposed to COVID-19 during the ACTIVITY.
- California State University, Fresno makes no representations and can give no assurances about the risk or probability that STUDENT may contract or transmit COVID-19 during the ACTIVITY.
- California State University, Fresno makes no representations and can give no assurances about the practices, measures or methods employed or adopted by the Experiential Learning Site related to the COVID-19 pandemic, or the sufficiency and adequacy of those practices, measures or methods.
- Notwithstanding any practices, measures or methods employed or adopted by the Experiential Learning Agreement, there will still be a risk and possibility of contracting or transmitting COVID-19 during the ACTIVITY.

ACKNOWLEDGEMENT OF RISK

STUDENT is voluntarily participating in the ACTIVITY at this time in order to satisfy that requirement as expeditiously and quickly as possible, notwithstanding the COVID-19 pandemic.

STUDENT is aware of the risks associated with the pandemic which includes but are not limited to physical or psychological injury, pain, suffering, contagiousness, illness, temporary or permanent disability, economic or emotional loss, and/or death. STUDENT understands that these injuries or outcomes may arise from STUDENT's own or other's actions, inaction, or negligence.

STUDENT acknowledges that they MUST take the Fresno State-Working Safely During the COVID-19 Pandemic training provided by the CSU System, prior to participating in the ACTIVITY. STUDENT will receive instructions from the University on the process to complete this requirement.

STUDENT has read and understands this document, and is signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to STUDENT.

STUDENT certifies that they are at least 18 years of age.

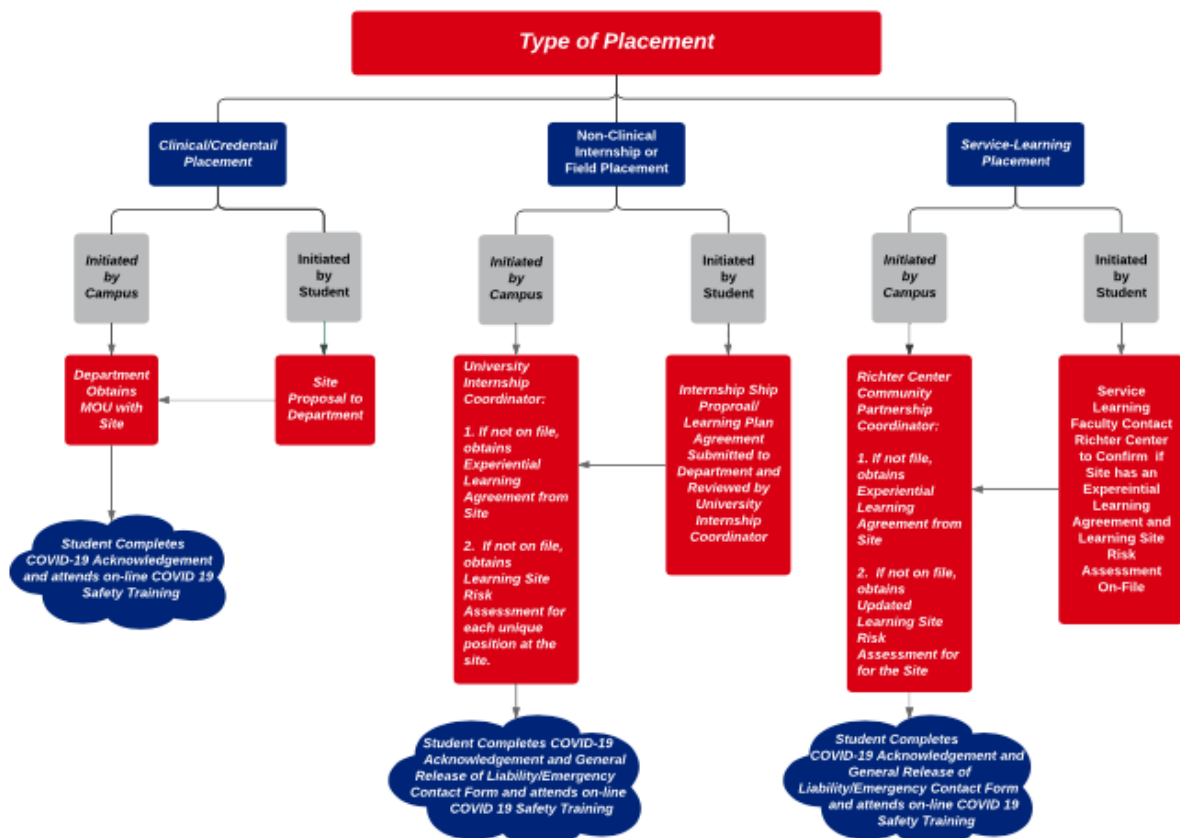
STUDENT Signature: _____

STUDENT Name (print): _____ Date: _____

APPENDIX D

COVID -19 On-Site Experiential Learning Placement Process

California State University, Fresno | Fall 2020



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GRADUATING SENIORS FINISH INTERNSHIP HELPING FAMILIES FIND COMMUNITY RESOURCES

Editor's Note: Despite the necessary adjustment to virtual instruction for part of this semester, more than 6,000 talented Fresno State students will earn their degrees in May and move on to become the next generation of leaders in the Central Valley and beyond. While every hardworking graduate deserves to be recognized, for the rest of the semester we will be sharing the inspiring stories of graduates like this one who have achieved at the highest levels or have overcome remarkable challenges. As University President Joseph I. Castro previously announced, the University looks forward to celebrating all of its deserving graduates at an in-person ceremony at a later date when it is deemed safe to do so.

Two Fresno State Child and Family Science Department seniors are helping local families find much-needed resources during the COVID-19 pandemic through internships with the [Central Valley Children's Services Network](#).

Fresno natives Jessica Jimenez and Selene Lopez Espinoza were matched with the Fresno-based organization as community outreach assistants through the department's internship class. The capstone course is overseen by faculty member [Dr. Almee Rickman](#), and partners with 17 community organizations to give students real-world professional experiences and contacts.

"It's been really rewarding to advocate for families," Jimenez said. "Many of them are living with food insecurity issues due to job cutbacks or layoffs, so I've been able to refer them to local community food banks."

<http://www.fresnostatenews.com/2020/05/07/graduating-seniors-finish-internship-helping-families-find-community-resources/>

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where they can receive free food and other assistance."

Her dream — to work with youth as a career — stems back to her freshman year at Caruthers High School when she worked with children while parents attended a weekly school meeting. After Jimenez graduates this May, she hopes to use her degree to help youth dealing with abuse and neglect. She is considering organizations like the [Family Healing Center](#), [Child Protective Services](#) or an adoption agency as her next career step.

"I believe every child deserves to live in a home where love is always given to them," said Jimenez. "Being able to advocate and connect with others will be important no matter where I work or go in life."

Her degree holds extra meaning because her path to a degree started in 2012. After taking two years of general education classes at Fresno State towards a biology major, Jimenez took time off to work as her father was planning to move to Oklahoma. She later restarted college at [Fresno City College](#) in 2016, then returned to Fresno State in 2017.

"It has felt like forever at times (to get my degree)," Jimenez said, "but the obstacles I've persevered through makes it that much more of an accomplishment."

Part of this semester's internship involved training with her supervisor, [Lou Hernandez](#), a parent outreach coordinator who has worked with the organization for over 22 years.

"I've learned so much from Lou and all my professors at Fresno State," said Jimenez. "We are very fortunate to have mentors who are passionate and inspire you to be someone you never imagined you could be."

Lopez Espinoza, a first-generation college student also graduating this May, had similar experiences helping families through the organization. In recent calls with parents, she helped them address concerns about paying bills, accessing food and technology services and transitioning their children to online learning.

Lopez Espinoza offers her own unique outlook of hope. She is a [Deferred Action for Childhood Arrivals \(DACA\)](#) program recipient and overcame low social economic status while raised by her single mother, Martha. The experience confirmed her career path and a future goal to obtain a master's degree so that she can become a high school or college counselor and empower students in their higher education journeys.

"I am proud to work with this organization because of its unique services and programs," Lopez Espinoza said. "The past month has helped me grow tremendously as I reach out to families in a very stressful time. Our classes and internships are giving us valuable skills to create solutions for others."

By Geoff Turner | May 7th, 2020 | Categories: [PRESS RELEASES](#) | Tags: [Child and Family Science](#), [Jordan College Agricultural Sciences and Technology](#) | 0 Comments

<https://www.fresnoanews.com/2020/05/07/graduating-seniors-finish-internship-helping-families-find-community-resources/>

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OPINION

Op-Ed: Your college may ask you to sign a waiver for harm inflicted by COVID-19. Don't do it



https://www.latimes.com/opinion/story/2020-06-25/op-ed-covid-colleges-fall-waivers?fbclid=IwAR1mMziLq6ObUX2B9LIBRBq_1oh0Ow9-Z2dMcto5F8_JTFp9uKswJgiP0

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USC students walk by Tommy Trojan in November 2019. The university's "hybrid" approach to this fall's term offers the option, at least on paper, of remote participation in classes for students and faculty. (Los Angeles Times)

By HEIDI LI FELDMAN

JUNE 25, 2020 | 11:16 AM

When it comes to COVID-19, a college campus is like a cruise ship, a cinema multiplex and a restaurant all rolled into one. Yet [many U.S. institutions](#) of higher education are forging ahead with on-campus, in-person classes and activities for fall terms, making campuses likely hotbeds of illness. Some students, faculty and staff will likely [have permanent damage](#). Some will probably die.

College administrators know this. These losses will arise from conditions they have created, and those who suffer them will no doubt sue schools for damages. Instead of following the [lead of the California State University system](#) and other schools whose fall semesters do not involve physical convening, many colleges are laying the groundwork to defeat liability arising from the illness and loss their decision is so likely to cause.

Whether [compelled, pressured](#) or lured into coming on campus, students and employees should explicitly inform relevant administrators that they are in no way surrendering their rights to hold schools accountable for sloppiness in safeguarding

their health.

Schools are preparing to dodge even well-founded lawsuits — to assert that, in essence, students and employees who come to campuses thereby OK carelessness on the part of schools. The technical term for this sort of defense is [“primary assumption of risk.”](#)

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injured were aware of the risks the defendant created and that the victims voluntarily chose to encounter and assume these risks. When successful, this argument entirely defeats plaintiffs’ claims for recovery even when plaintiffs can prove the defendant failed to satisfy legal standards of care and thus caused injury.

[Liability waivers](#) are the most heavy-

handed way universities are attempting to create the basis for later arguing that the school population consented to the risks of COVID-19 caused by being on-campus or by participating in school-sponsored off-campus activities. [Ohio State](#), the

[University of Missouri](#) and [Southern Methodist University](#) are among the schools requiring athletes to sign such waivers.

But colleges can set up arguments from consent without ever asking anybody to sign anything. They can claim that attendance itself proves consent. To pave the way, colleges and universities will try to make it seem as though those physically returning to the school grounds are being given meaningful options other than coming to campus — and that those who do come are well-informed of the dangers of doing so.

Many colleges, [including USC](#), have announced “[hybrid](#)” operations for the fall term that create, at least on paper, the option of remote participation in classes for both faculty and students. These schools say they cannot guarantee safety or note that they will be operating only as safely as possible. It might seem like they are acting wholly benevolently.

But these schools can be expected to argue that hybrid schemes demonstrate that

nobody was required to be on campus as a condition of participating in classes. They will claim that anybody who does come to campus and contracts the disease agreed to shoulder the associated risks — and so cannot get damages from the school, regardless of whether its carelessness caused illness, injury or death.



OPINION

Opinion: Coronavirus liability waivers are coming. Here's what you should know before signing them

June 12, 2020

Students, faculty and staff should make it hard for schools to assert assumption of risk defenses. Individuals can document that although they may come to reopened campuses, they are not thereby voluntarily agreeing to risk of becoming infected with the new coronavirus and consequential illness, impairment or death.

Under no circumstances should anyone sign a waiver for harms and losses inflicted by COVID-19 cases caused by their college's

policies. Schools that try to force the issue by requiring signed waivers as preconditions for enrollment or pay are obviously coercing people into surrendering their rights to sue. That alone should defeat claims that waivers demonstrate that students and school personnel knowingly

and voluntarily assumed risk and relieved the school of its duty of care.

Beyond rejecting explicit waivers, any employee or student who plans to be on a campus this fall should also inform supervisors, deans, presidents, and in-house counsel in writing that showing up does not imply any release of the institution's legal responsibility to take reasonable measures against causing illness, including COVID-19.

At schools running hybrid academic programs, some students and faculty may believe they will be downgraded if they participate remotely. They should state this concern when they inform administrators they are not consenting to risks of illness and death from the coronavirus.

Colleges have aligned themselves with big-business lobbies seeking wholesale [federal immunity](#) from COVID-19-related civil liability. For the schools, assumption of risk defenses are the natural extension of this strategy, the private law alternative to legislatively created immunity.

It pains me to have to caution students, faculty and staff to protect themselves from legal tactics historically pressed by 19th century businesses seeking to [foist risks of injury](#) onto workers and customers. But by reopening campuses and encouraging

physical gathering, universities are taking an adversarial and exploitative stance toward those who work and study under their auspices.

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OPINION OP-ED COVID-19 PANDEMIC



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