**STATEMENT OF UNDERSTANDING,**

**CONSENT FORM AND LIABILITY WAIVER FOR STAFF**

NAME OF STAFF MEMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF SCHOOL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The novel coronavirus, COVID-19, has been declared a worldwide pandemic and is extremely contagious. As a result, in order to resume school activities, social distancing and other essential safety measures at the Catholic School named above ("School") have been established. The School has put in place reasonable preventative measures and standards of behavior to reduce the spread of COVID-19 at School and School activities. Even with implementation of safety protocols, the School cannot guarantee that you) will not become infected with COVID-19 and attendance and School and/or participation in the School activity could increase your risk of contracting COVID-19.

By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and that I/we may be exposed to or infected by COVID-19 by attending and/or working at school, and/or by participating in school activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we understand that the risk of becoming exposed to or infected by COVID-19 at the above-named School may result from the actions, omissions, or negligence of myself/ourselves and others, including, but not limited to School employees, volunteers, and program participants and their families.

I/we further agree on behalf of myself, and my heirs, successors, and assigns, to absolutely release, defend, indemnify, and hold harmless the named School (and associated parishes), principals, teachers, diocesan superintendent of education, canonical administrator(s), and the Roman Catholic Diocese of Las Cruces, their priests, bishops, members, directors, officers, employees, attorneys, agents and representatives ("Indemnitees") associated with the School and arising from or in connection with any alleged negligent acts or omissions of the Indemnitees, from any and all claims and causes of action in any way related to attendance or working at the School, including but not limited to any claims of negligent exposure.

By execution of this Statement, I affirm that I have read the following questions:

1. Have you had a fever (100.4°F or higher) during the past 24 hours?

2. Have you had a new or unexpected cough during the past 7 days?

3. Have you been around anyone exhibiting these symptoms within the past 14 days?

4. Are you living with anyone who has been sick, has exhibited symptoms of COVID-19, or is currently under quarantine for exposure to COVID-19?

By execution of this Statement, I affirm that I have read the foregoing questions, and, affirm that my answer is "No" to each of the foregoing questions. I understand that if my answer to any of the foregoing questions on any given school day is "Yes," I am not permitted to attend or work at the School. I understand that, in the event I develop symptoms or suspected symptoms of COVID-19 or other illness, or if otherwise requested by the Principal or Superintendent, at their discretion, I will immediately vacate the school premises (unless immediate medical attention is called for).

I further understand that, in the event that I contract COVID-19 or become exposed to someone with COVID-19, I will need to be quarantined as directed by the Centers for Disease Control and Prevention ("CDC").[[1]](#footnote-0)

I understand that staff members and students may not return to School until they have met the CDC's criteria to discontinue home isolation:

A. If a sick staff member or student suspects or knows they had COVID-19, and had symptoms, they may return to School after:

1. 3 days with no fever and

2. Symptoms improved and

3. 10 days since symptoms first appeared

Depending on a student or staff member's healthcare provider's advice and availability of testing, they might get tested to see if they still have COVID-19. If tested, they may return to school when they have no fever, symptoms have improved, and they receive two negative test results in a row, at least 24 hours apart.

B. If a sick staff member or student tested positive for COVID-19 but had no symptoms, and continue to have no symptoms, that sick staff member or student may return to school after:

1. 10 days have passed since test

Depending on a staff member or student's healthcare provider's advice and availability of testing, they might get tested to see if they still have COVID-19. If tested, they may return to school after they receive two negative test results in a row, at least 24 hours apart.

If a staff member or student has a weakened immune system (immunocompromised) due to a health condition or medication, additional precautions may need to be taken.

People with conditions that weaken their immune system might need to stay home longer than 10 days. Students and Staff Members are encouraged to contact their healthcare provider for more information. If testing is available, it may be recommended by a healthcare provider. A student or staff member may return to School after they receive two negative test results in a row, at least 24 hours apart.

If testing is not available in the area, the student or staff member's doctor should work with an infectious disease expert at the local health department to determine if they are likely to spread COVID-19 to others and need to stay home longer.

C. For Anyone Who Has Been Around a Person with COVID-19

I understand that anyone who has close contact with someone with COVID-19 may not return to School for 14 days after exposure.[[2]](#footnote-1)

I understand and hereby authorize the School to enforce such other reasonable measures and directives as may be deemed necessary by the Bishop of the Diocese of Las Cruces, Superintendent [NAME], or by the Principal of the School.

I understand that this Statement is incumbent upon all employees of the School, including part time workers and substitute teachers.

By execution of this Statement, I understand and agree to the foregoing terms and conditions.

School Staff Member Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The following criteria and information are taken from the Centers for Disease Control and Prevention (“CDC”). The following does not constitute medical or legal advice for any particular student or staff member, and for guidance on any individual case, a student or staff member is encouraged to contact their medical provider. See, https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html. [↑](#footnote-ref-0)
2. https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html?CDC\_AA\_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fprevent-getting-sick%2Fwhen-its-safe.html. [↑](#footnote-ref-1)