

1 **Memorandum of Understanding (“MOU”)**  
 2 **Between**  
 3 **Coast Community College District and**  
 4 **Coast Federation of Classified Employees, Local 4794**

5  
 6 **March 4, 2021**

7  
 8 **COVID-19**  
 9 **Athletic Training and Competition**  
 10 **Spring 2021**

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 12 The Coast Community College District (“District”) and the Coast Federation of Classified  
 13 Employees (“CFCE”), herein collectively referred to as the “Parties,” are committed to the goal  
 14 of providing a safe work and educational environment.  
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16 Athletic practices and competition within the District were suspended in March 2020 to conform  
 17 with public health guidance amid the COVID-19 pandemic. Based on current information, in  
 18 Spring 2021 athletic practices and competition will resume in accordance with the September 30,  
 19 2020 California Department of Public Health’s (“CDPH”) COVID-19 Industry Guidance for  
 20 Institutions of Higher Education, the August 3, 2020, CDPH’s Guidance for Schools, District  
 21 Safe Work Practice Plans, and the District “Return to Play” Safety Plan, herein collectively  
 22 referred to as the “Plans.”  
 23

24 Plans

25 Classified employees supporting on-site practices and competitions are required to abide by all  
 26 aspects of the Plans, which include regular COVID-19 screening and periodic testing.  
 27

28 Classified employees will be provided with copies of the Plans during a department meeting in  
 29 which the requirements for safe return for athletics will be discussed. Classified employees will  
 30 also be required to sign an acknowledgement that they have received and agree to abide by the  
 31 Plans at all times onsite. The acknowledgement form is attached hereto as Exhibit “A.”  
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33 COVID-19 Screening and Testing

34 Classified employees are required to self-screen for fever and COVID-19 symptoms or exposure  
 35 before each conditioning session, team meeting, practice, or competition in accordance with the  
 36 Plans.  
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38 Classified employees are required to have a COVID-19 test once per week while conducting on-  
 39 site practices. Once moving to the competition phase, Classified employees will adhere to  
 40 COVID-19 testing guidelines set forth by the governing athletic conference, California  
 41 Community College Athletic Association (“CCCCAA”), or the National Collegiate Athletic  
 42 Association (“NCAA”), whichever applies. COVID-19 PCR tests will be provided on-site at the  
 43 Golden West College and Orange Coast College campuses, and will be at no cost to the  
 44 Classified employee. Classified employees must provide test results to the Athletic Director and  
 45 Human Resources upon receipt. A positive test result will result in further COVID-19  
 46 notification protocols and procedures.

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48 Isolation

49 Classified employees experiencing symptoms of COVID-19 must remain in isolation until test  
50 results are available, and repeat testing may be prescribed if the initial COVID-19 test is negative  
51 but the Classified employee is still experiencing symptoms. Classified employees in this  
52 category may continue to work remotely, if such an assignment is available, during their  
53 isolation period, or they may use their accrued sick leave.

54

55 Classified employees who test positive for COVID-19, but who never develop symptoms, may  
56 return on-site 14 days after the date of the test. Classified employees in this category may  
57 continue to work remotely, if such an assignment is available, during their isolation period, or  
58 they may use their accrued sick leave.

59

60 Classified employees who test positive for or who are clinically diagnosed with COVID-19, and  
61 who are symptomatic, must isolate for 14 days after symptom onset, and must have been fever  
62 free for at least 24 hours (without the use of fever-reducing medications) and have improving  
63 symptoms before return on-site. Classified employees in this category may continue to work  
64 remotely, if such an assignment is available, during their isolation period or they may use their  
65 accrued sick leave.

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67 Classified employees identified as having close contact (within 6 feet for at least 15 minutes)  
68 with another person who tests positive for COVID-19 must isolate for 14 days after the last  
69 exposure. Classified employees in this category may work remotely, if such an assignment is  
70 available and the employee is available and able to work, during their isolation period, or they  
71 will be provided with paid leave should a remote assignment be unavailable.

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73 Classified employees who travel out of state or country must isolate for 14 days upon return to  
74 California. Classified employees in this category may work remotely, if such an assignment is  
75 available and the employee is available and able to work, during their isolation period or they  
76 will be provided with paid leave should a remote assignment be unavailable.

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78 All classified employees required to isolate must be cleared by Human Resources before  
79 returning on-site.

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81 Outbreaks

82 The Parties understand that discontinuation of practice with contact, and of competition, may be  
83 considered by the governmental authorities or the Chancellor should a COVID-19 outbreak  
84 occur.

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86 The District retains the right to suspend any on-site athletic activities, at any time, should  
87 significant concerns regarding the health and safety of students or employees arise, or should  
88 public health guidance necessitate a change.

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91 The Parties intend this MOU to settle all impacts and effects currently existing related to the  
92 District's actions and decisions in implementing this return to on-site athletic practices and

93 competition. However, the Parties agree that subsequent events may require additional discussion  
94 or create additional impacts and effects, and agree to meet and negotiate over those matters in good  
95 faith.

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Andrew Deaso 3/4/2021  
Andrew Deaso, CFCE President/Date

Marco A. Bacza 3/4/21  
Dr. Marco Bacza, CCCD Chief Negotiator/Date

Jim Moreno 3/18/21  
Jim Moreno, Board President/Date

John Weispenning 3/17/2021  
Dr. John Weispenning, Chancellor/Date

**COVID-19 Safe Work Practices  
Athletic Training and Competition - Spring 2021  
Classified Athletics Support Agreement**

As a result of the COVID-19 pandemic, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The COVID-19 pandemic has presented athletics across the world with myriad of challenges concerning this highly contagious illness.

While it is not possible to eliminate all risk of furthering the spread of COVID-19, the Coast Community College District ("District") will take necessary precautions and comply with guidelines from the federal, state, and local governments, the Center for Disease Control, the California Department of Public Health ("CDPH"), as well as the California Community College Athletic Association to reduce the risks to students, coaches, and support staff.

In accordance with the most recent CDPH Guidance for Higher Education, and with District Safe Work Practice Plans in place, athletic practices and competitions will resume at Golden West College and Orange Coast College in March 2021.

As COVID-19 vaccines are in early phases of distribution for higher education in California, and due to the unique nature of athletic support work, the District has agreed that athletic support personnel may continue to work remotely should they feel unsafe performing all or any portion of their work on site.

I hereby acknowledge that should I be unwilling to perform duties on-site as required to support athletic practices and competitions that I will be assigned replacement tasks in order to fulfil my workload obligation. These tasks may or may not be related to my regular assignment and may or may not be in the Athletics Department. My supervisor, after consultation with Human Resources, will advise me of my assigned replacement tasks and assignments will be made where the greatest operational needs exist.

I also hereby acknowledge that I have received, understand, and will comply with the athletic safety protocols outlined in District Safe Work Practice Plans while working on-site.

**Acceptance of Full On-Site Athletics Support Assignment**

- I hereby accept a full on-site athletics support assignment for the Spring 2021 semester.
- I hereby agree that I have received, understand, and will abide by the Safe Work Practice Plans established for my department/worksite.

**Acceptance of Partial Athletics Support Assignment**

- I hereby accept a partial on-site athletics support assignment for the Spring 2021 semester. The tasks/functions I am uncomfortable performing on-site are:

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- I hereby acknowledge that Human Resources will assign me alternate tasks to perform remotely in-lieu of the activities I have identified I am uncomfortable performing on-site.
- I hereby agree that I have received, understand, and will abide by the Safe Work Practice Plans established for my department/worksite.

**Decline On-Site Athletics Support Assignment**

- I hereby decline an on-site athletics support assignment during the Spring 2021 semester and understand that I will continue to work a Remote Work Plan.
- I hereby acknowledge that Human Resources will assign me alternate tasks to perform remotely in-lieu of the activities that will be performed on-site in my absence. Should I be unwilling or unable to perform these assigned alternate tasks I will use my available and applicable leaves.

Name of Classified Employee (print): \_\_\_\_\_

Signature of Classified Employee: \_\_\_\_\_

College: \_\_\_\_\_

Department: \_\_\_\_\_

