

Memorandum of Understanding

California State University Maritime Academy Summer 2020 In-person Courses

On March 23, 2020, California State University Maritime Academy (CSUM) notified all faculty that CSUM intended to finish the spring 2020 semester online, due to COVID-19. As several of the spring 2020 courses at CSUM involved a mandatory hands-on component, some students at CSUM were not able to complete these courses. In addition, the summer 2020 cruise was cancelled. To ensure that our students can meet their mandatory licensing Standards for Training, Certification and Watchkeeping (STCW) and sea-time hours, we are planning on in-person instruction during summer 2020. This memorandum of understanding (MOU) is entered into by and between the Board of Trustees of the California State University (“CSU”) through CSUM (collectively “University”) and the California Faculty Association (“CFA”), all of whom are designated collectively as the “Parties” to this Agreement.

The Parties mutually agree as follows:

- I. This MOU shall not create a precedent within the CSU system.
- II. Cruises are typically scheduled for approximately 60 days with 45 of those days considered to be on duty days. All Cruise Calendar Faculty who had already committed to going on cruise for 2020 and have already been paid for the cruise, will be granted 32 days of CPAL (Covid-19 Paid Administrative Leave) leave by the CSU. Then, the CSU will grant up to thirty-eight (38) days of Income Protection for Non-Telecommuting Workers; this program and leave must be used by June 30, 2020. Then, the CSU will grant up to two days of paid administrative leave to cover the remainder of the cruise period. If any faculty members exhaust their CPAL leave during the Summer, and then need more COVID-related leave after that, the university will endeavor to help them obtain it.
- III. Summer 2020 in-person courses will be compensated as follows:
 - a. CSUM is awaiting approval of a “Dockside Steaming” course session by the Coast Guard. This session is scheduled to last fourteen (14) days. If approved by the Coast Guard, faculty who teach during the Dockside Steaming session will be paid their daily rate for every day assigned to conduct Dockside Steaming according to the following formula:

$$\text{Daily rate} = \frac{\text{base rate} \times 12 \text{ months}}{179 \text{ days}}$$

- b. Non-Dockside Steaming in-person courses will be offered in Summer 2020 to complete Spring 2020 courses that could not be completed remotely when the campus was closed. Each section will be assigned a prorated WTU value equivalent to 38% of WTU assigned for each course in Spring 2020 with the exception of EPO 315, EPO 310, and DL 320. These three specific courses will each be assigned a prorated WTU value equivalent to 1.5 WTU assigned for each section in Spring 2020. Faculty who are offered these in-person summer courses will be paid using Code 2457, and compensation will be calculated using the summer term formula provided in Article 21.21. These courses will be offered first to the faculty who began teaching them in Spring 2020, before they are offered to other instructors for completion. These “completion” courses are listed in the attached addendum #1.
 - c. In addition, each faculty member who teaches these in-person summer courses will be paid a one-time payment of \$500 (five- hundred dollars) for each of the three phases under consideration (F2F 1, F2F 2, and Dockside) as additional employment pursuant to Provision 36.5 for condensing curriculum due to COVID-19. This payment for additional employment shall not set a precedent at any other campus within the CSU system.
 - d. All faculty teaching Summer 2020 will receive a contract or appointment letter specifying their work assignment and compensation.
 - e. All class schedules and assignments shall adhere to the University’s COVID-19 Health and Safety plan and the timelines and phases it specifies. (See addendum #2).
- IV. Any dispute regarding the enforceability or terms of this Agreement will be adjudicated in accordance with the grievance procedures contained in Article 10 of the current Collective Bargaining Agreement.
- V. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, expressed or implied, between the Parties with respect to the subject matters covered herein. No amendment of or modification to this Agreement shall be deemed valid unless in writing and signed by all Parties to this Agreement.
- VI. This Agreement may be executed in several counterparts, and in facsimile or electronic form, and all such executed counterparts shall constitute a single agreement, binding on all of the Parties hereto, and their successors and assignees, notwithstanding that all of the Parties hereto are not signatories to the original or to the same counterpart.

By signing below, the Parties witness their agreement to all of the terms and conditions of this Settlement Agreement. The effective date of this Agreement shall be the date of the last signature of the parties.

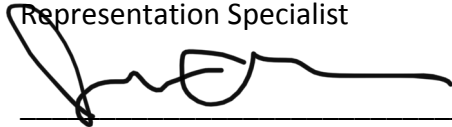
For CFA:

Craig Flanery
Digitally signed by Craig Flanery
DN: cn=Craig Flanery, o=California
Faculty Association, ou,
email=cflanery@calfac.org, c=US
Date: 2020.06.04 12:54:53 -07'00'

Craig Flanery

Date

Representation Specialist



Julie Chisholm

Date

CFA-CSUM Vice-President



6/4/2020

Steven Runyon

Date

CFA-CSUM President

For California State University:

On behalf of the Board of Trustees of the California State University:

Diva Sanchez

June 5, 2020

Diva M. Sanchez Trevino

Date

Manager, Systemwide Labor Relations

On behalf of CSUM:

Michael J. Martin

Date

AVP, HRSRM, Diversity and Inclusion

Graham Benton

Date

Associate Provost

Signature: 

Email: dsancheztrevino@calstate.edu

Signature: 

Email: mmartin@csun.edu

CSUM Return to Campus Summer 2020 MOU










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Final Audit Report

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