

**San Marcos Unified School District
San Marcos Educators Association**

**Memorandum of Understanding
August 20, 2024**

This Memorandum of Understanding (“MOU”) is entered into by and between the San Marcos Unified School District (“District”) and the San Marcos Educators Association (“Association”).

The District and Association met in a collaborative manner and developed the terms of this MOU.

Dual Enrollment Program

It is hereby agreed by both parties that the District will offer secondary students a Dual Enrollment Program in partnership with Palomar College continuing in 2024-2025 school year. The specific components of this program include, but are not limited to, the following:

- All District Certificated employees will be notified of the course offerings within this program and provided the opportunity to express an interest in teaching one of these course offerings. A list of those interested individuals will be shared by the District with Palomar College. The selection process for course instructors shall be determined by Palomar College.
- No District Certificated employee shall be employed as a Palomar College instructor during their SMUSD work day. If a District Certificated employee is selected as a course instructor, their District per diem rate of pay shall not be reduced as a result of accepting this assignment. If a District employee is selected as a course instructor outside of their District work day, their per diem rate shall be determined by Palomar College and this voluntary assignment shall not be subject to the evaluation process described in Article XVII of the SMUSD/SMEA Master Contract. No District employee shall receive compensation from both the District and Palomar College for performing duties during their District work day.
- This MOU certifies that any Palomar College instructor teaching a course on District property shall not displace or result in the termination or reduction of an existing Certificated bargaining unit member or position
- All terms of the SMUSD/SMEA Collective Bargaining Agreement/Contract (including Article XIII), and any other active MOU’s entered into by the parties, shall remain in full force and effect. The Certificated Staffing Allocation for each school site shall not be reduced solely due to an increase in enrollment in the Dual Enrollment Program.
- The the number of agreed upon courses and sections in the 2024-25 school year are reflected in this agreement as Exhibit A
- If any provisions of this Agreement or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or

application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

- This MOU may be amended with the mutual agreement of both parties.
- A Dual Enrollment Committee shall be established and composed of 4 Association members, as determined by SMEA, and 4 District representatives, as determined by the District. This Committee shall meet monthly or as needed by mutual agreement throughout the term of this MOU. The committee's role is to assess the effectiveness of the dual enrollment program and evaluate dual enrollment course offerings.

This Memorandum of Understanding (“MOU”) is effective August 20, 2024 and shall remain in full force and effect through June 30, 2025 and is subject to the grievance procedure outlined in Article XII of the collective bargaining agreement (CBA).

San Marcos Unified School District

San Marcos Educators Association

Joel Garcia Ed.D. Date
Assistant Superintendent
Human Resources and Development

Dale Pluciennik Date
President
San Marcos Educators Association