



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

**Memorandum of Understanding
November 21, 2019**

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 beginning in the 2019-2020 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 his/her SMUSD work day. If a District Certificated employee is selected as a course instructor, his/her 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 his/her District work day, his/her 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 his/her 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 of an existing Certificated bargaining unit member.
- A Dual Enrollment Committee shall be established and comprised of 4 Association members, as determined by SMEA, and 4 District representatives, as determined by the District. This Committee shall commence meeting no later than February 1, 2020, and shall continue to meet at mutually agreed upon intervals throughout the term of this MOU. The intent of this committee shall be to collaboratively reach consensus on the

