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
most effective implementation of this program in a manner that includes the addition of college course selection options for the District’s students.

- A maximum of 3 sections in each of the English, Math, Social Science, Science, World Languages, and Visual and Performing Arts (VAPA) departments shall be offered per term at each participating school site in the Dual Enrollment Program.
- All terms of the SMUSD/SMEA Master 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.
- 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.

This Memorandum of Understanding ("MOU") is effective November 21, 2019, and shall remain in full force and effect through June 30, 2021, after which it will cease to have any force or effect absent an express written agreement between the Parties to the contrary. This MOU is non-precedential, will not bind the parties to any future action under similar conditions and is not evidence of past practice, intent of the parties or meaning or application of the Master Contract.

San Marcos Unified School District                                      San Marcos Educators Association

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Henry H. Voros                             Date                  Michael DeVries                       Date
Assistant Superintendent                  President              SMEA
Human Resources and Development