San Marcos Unified School District
San Marcos Educators Association

Memorandum of Understanding
October 4, 2021

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.

Supplemental Paid Sick Leave ("SPSL")
The State of California enacted Senate Bill 95, including a new category of leave entitlement specifically related to COVID-19, effective March 29, 2021, and expiring on September 30, 2021. The Parties enter into this MOU to extend SPSL, as noted below.

All components of the current Master Contract between the District and the Association and any current memoranda of understanding shall remain in full force and effect. The provisions of this MOU shall supersede any provisions in the Master Contract and any other current memoranda of understanding that conflict with the terms of this MOU.

The District shall extend SPSL leave for eligible unit members through June 30, 2022. All terms and conditions associated with SPSL leave shall apply to the SPSL leave provided pursuant to this MOU. This MOU does not create new leave, rather it only extends the time period during which unit members may access SPSL leave. Unit members who exhausted their SPSL leave are entitled to no additional leave under this MOU. Unit members who accessed part of their SPSL leave prior to September 30, 2021, are eligible for the remaining portion of that leave through June 30, 2022. Unit members who accessed no leave under SPSL are entitled to the full amount of SPSL leave that was available on September 30, 2021, through June 30, 2022.

This MOU is effective October 1, 2021, and shall remain in full force and effect through June 30, 2022, 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 This MOU is non-precedential, will not bind the parties to any future action under similar conditions, is not evidence of past practice, intent of the parties, or meaning or application of the Master Contract, and shall not be considered the "status quo," unless the Parties agree otherwise.

San Marcos Unified School District	San Marcos Educators Association
_____	_____
Henry H. Voros Date	Dale Pluciennik Date
Assistant Superintendent	President
Human Resources and Development	SMEA