

MEMORANDUM OF UNDERSTANDING
Between the Salem-Keizer School District and the Salem Keizer Education Association
Facility Dogs

This Memorandum of Understanding is entered into by and between the Salem-Keizer School District (SKSD) and the Salem Keizer Education Association (SKEA).

Purpose

The purpose of this Memorandum of Understanding (MOU) between the Salem-Keizer School District (SKSD) and the Salem Keizer Education Association (SKEA) is to define the terms and responsibilities for the use and management of facility dogs within the district. This MOU outlines the shared responsibilities between SKSD, which owns the facility dogs, and SKEA, whose members serve as handlers. Facility dogs are an intervention designed to support the physical, emotional, social, and cognitive well-being of students. The program's goal is to provide therapeutic benefits to students while ensuring the safety and well-being of the dogs, handlers, and the school community. Success relies on collaboration, continuous training, and recertification to maintain the program's quality and effectiveness.

The primary aim of this MOU is to ensure that the facility dog program operates effectively, with clear roles and responsibilities for SKSD (as the dog owner) and the employees selected as facility dog handlers.

Roles and Responsibilities

1. District's Responsibilities

- a. SKSD will provide each handler with an annual \$2000.00 stipend for caring for the facility dog assigned to them.
- b. SKSD will fund the facility dog program, including costs for the dogs, their training, and ongoing care (e.g., food, vaccinations, veterinary care, emergency services, licensing fees).
- c. SKSD will support the facility dog program's integration into schools and provide oversight to ensure the program operates smoothly.
- d. SKSD will administer the contract with The Joys of Living Assistance Dogs (JLAD) to certify and support the facility dogs.
- e. SKSD will ensure all facility dogs are up-to-date and maintain proof of vaccinations, licensing, insurance, and liability coverage.
- f. SKSD is not responsible for any damage occurring to property other than District owned including but not limited to that of the handler.
- g. SKSD will ensure that the handler has adequate time within their work schedule to provide the dog with bathroom breaks and/or breaks from active service.

2. Handler's Responsibilities

- a. Handlers must provide daily care for the dogs, managing their behavior and ensuring well-being while on school grounds and in the public.
- b. Handlers are responsible for ensuring the dog performs appropriate tasks and interacts safely with students.
- c. Handlers must work with JLAD to maintain and when necessary, provide proof of

vaccinations, licensing when needed for reasons beyond the scope of the handler's contracted work time.

- d. Handlers must ensure the dog adheres to behavioral and safety protocols during interactions with students and the public.
- e. Handlers will use skills learned through facility dog training program to intentionally engage students and staff with the dog.
- f. Handlers are not financially responsible for the dog's training, veterinary care, licensure, and food. The handler agrees to use veterinary care providers as outlined in the contract with JLAD.
- g. Handlers are responsible for monitoring the health and welfare of the dog assigned to them by seeking out appropriate veterinary and training advice, monitoring vaccination schedules, transporting the dog to veterinary and training appointments.
- h. The Handler is responsible for submitting appropriate documentation to county officials for licensure in the appropriate county.
- i. Handlers will attend all trainings, certification and recertification events in accordance with those outlined in the contract between SKSD and JLAD.
- j. Handlers will assist the district administration in communicating relevant information about the facility dog to the school community.
- k. Handlers will work cooperatively with school staff to ensure the success of the program and foster a supportive environment for the facility dog.
- l. Handlers will provide the dog access to all required equipment and care items necessary to maintain the dog's health and safety.
- m. Handlers will provide food, water, and "bio-breaks" for the facility dog as needed.
- n. Handlers will ensure proper disposal of animal waste in a safe and environmentally responsible manner.
- o. Handlers will remove the dog from the school immediately if the dog exhibits any unprovoked behaviors (e.g., growling, scratching, nipping, biting) and ensure the safety of staff, students, and visitors through a re-evaluation of the plan. Handlers will take a reasonable amount of paid time to immediately remove the dog from the school.
- p. Handlers will house and care for the dog outside of school hours, including but not limited to weekends, holidays, non-student days, and unassigned workdays.

Selection of Handlers

1. Qualification Criteria:

- a. Handlers must be knowledgeable in dog care and handling, behavioral management, and must hold certification from a recognized facility dog organization (e.g., Facility Dogs International).
- b. Handlers must be familiar with federal, state, and local access laws for facility dogs.

2. Approval Process:

- a. Handlers will be selected through a voluntary process and must have the support of their administrator/director.
- b. Staff will be chosen based on their experience, training, and willingness to participate.

3. Replacement of Handlers:

- a. If a handler leaves the district or is no longer able to care for the dog, SKSD assumes

responsibility to work within the contract guidelines to select a suitable replacement, including the necessary training for the new handler. The handler agrees that they must return the dog to SKSD upon the conclusion of their handler responsibilities for any reason.

Training and Certification

1. Initial and Ongoing Training:

- a. Handlers and dogs must undergo bi-annual evaluations, including passing the Public Access Test (PAT).
- b. Handlers will receive necessary training during school hours or paid leave. SKSD will fund training costs.

2. Recertification:

- a. Handlers and dogs must participate in recertification every two years, including requalification for public access and updated health documentation as outlined in the contract with JLAD.
- b. SKSD will cover costs for recertification as outlined in their contract with JLAD.

Handler Time Commitment

1. Work Hours:

- a. Handlers will integrate their duties into their regular work schedules. Any additional time required (e.g., training, evaluations) will not be compensated.

Health, Safety, and Welfare of the Dog

1. Veterinary Care:

- a. The contract provider, JLAD will cover the costs associated with the dog's veterinary care, including regular checkups, vaccinations, and any emergency care needed.

2. Emergency Protocols:

- a. In case of an emergency involving the dog, the handler will make decisions that need to be addressed immediately. The handler will in consultation with the District determine care for ongoing foreseeable needs.

Liability and Insurance

1. Liability Coverage:

- a. SKSD will ensure the facility dog program is covered under its liability insurance.

Confidentiality and Respect for Privacy

1. Privacy Considerations:

- a. All data collected about the dog, handlers, and students will be handled according to district policies and applicable privacy laws, such as FERPA.
- b. The program will ensure that any communication about the facility dog respects

confidentiality and privacy.

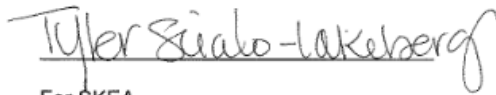
2. Public Communication:

- a. SKSD will notify parents and staff annually about the presence of facility dogs in the school. The district will maintain transparency and ensure the community is informed.

Termination or Changes to the Program

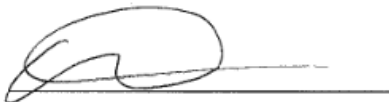
1. Termination Clause:

- a. The facility dog program may be terminated or altered by mutual agreement or due to unforeseen circumstances (e.g., funding issues, staffing changes, contractual changes with the organization providing the dogs). The termination of the program will also result in the termination of this MOU.



For SKEA

2/6/2025
Date



For the District

2/6/2025
Date