MEMORANDUM OF UNDERSTANDING (MOU)
Between the Salem-Keizer School District and the Salem-Keizer Education Association Coverage for Unfilled Positions

This MOU outlines the management of supplemental caseloads when certain positions, including Speech Language Pathologists (SLP), Occupational Therapists (OT), Physical Therapists (PT), and licensed special education teaching positions, remain unfilled due to hiring challenges or the unavailability of substitutes. In such cases, the district will ensure that case management responsibilities for special education students are assigned to volunteer personnel who are appropriately licensed. If a volunteer general education teacher is covering an unfilled position but lacks the necessary licensure, a volunteer licensed special educator will be designated to manage the case management duties. Coverage may include contract employees, substitutes, or retired professionals with the appropriate credentials.

Coverage for Unfilled Positions:

A. **General Education Teachers Providing Coverage (without case management):**
If a general education teacher is assigned to provide instructional duties in place of an unfilled position (without case management responsibility), they will receive their regular salary but are not eligible for the special education differential.

B. **Licensed Staff Providing Case Management for Supplemental Caseloads:**
If a licensed specialist (SLP, OT, PT, or special education teacher) provides case management for a supplemental caseload but does not provide direct services, they will be compensated as follows:

1. The individual will receive their regular compensation and applicable differentials for their primary assignment.
2. Additionally, the individual will receive extra pay for the FTE associated with additional work. FTE will be decided upon by the special education director or their designee based on the additional caseload assigned to the licensed specialist.
3. The individual will also receive a percentage of the 9.1% differential dependent on the proportion of supplemental FTE assigned.

C. **Licensed Staff Providing Direct services and Case Management**

1. The licensed specialist will receive their regular compensation and applicable differentials for their primary position.
2. In addition, the licensed specialist will receive compensation for the percentage of FTE (determined by the special education department) assigned to the supplemental caseload. They will also receive the applicable differential for the portion of the FTE assigned to the supplemental caseload.

Compensation Calculation for Supplemental Caseloads:

Compensation for the supplemental caseload will be calculated based on the percentage of FTE assigned to the caseload and will include an additional 9.1% differential for the supplemental duties.

Example 1: If a teacher has a 0.5 FTE supplemental caseload in addition to their primary assignment, they will receive:

1. Their regular salary,
2. The appropriate differential for their primary assignment,
3. Plus, a 9.1% differential for the supplemental caseload duties at .5 FTE.

Example 2: If a teacher has a 0.5 FTE supplemental caseload in addition to their primary assignment and is also providing case management for the caseload, they will receive:

1. Their regular salary,
2. The appropriate differential for their primary role,
3. Compensation for the supplemental caseload at the same column and step as their primary assignment, based on the FTE percentage assigned to the supplemental caseload,
4. Plus, a 9.1% differential for the supplemental caseload duties at 0.5 FTE.

Term of Agreement:

This agreement will remain in effect through June 30, 2027, with the option for renewal or modification as agreed upon by both the District and SKEA. The parties agree that the provisions of this Memorandum of Understanding are non-precedent setting.

Signatures:

This agreement is made and executed by the duly authorized representatives of the Salem-Keizer School District and the Salem-Keizer Education Association.

For the District:

B [illegible] Date 8-13-25

For SKEA:

Madeline Ellis Date 8-13-25