

**MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
OREGON SCHOOL EMPLOYEES' ASSOCIATION**

Recitals

1. The Eugene School District 4J (District) and Oregon School Employees Association, Chapter 1 (OSEA) enter into the following agreement relating to the implementation of the district's decision to make changes to its high school campus security program.
2. The district has identified three areas of program change: (1) job duties to be performed are described in Attachment 1 – job description – specifically to include DPSST certification and enhanced focus on campus security; (2) the position will be an 8-hour/ day, 192-work year position; and (3) uniforms will be required.
3. Having bargained to completion, the parties agree as follows.

Agreement

1. Affected employees. Employees currently employed in the capacity of student supervision assistants at district high schools will be affected by the change and are covered by this agreement. The affected employees are:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

2. Employment Status and Options. The district will implement the planned program changes, effective August 28, 2019. Affected employees shall have two options, as set forth below:
3. Option One. Employee may remain employed by the district in the new role of Campus Monitor, starting August 28. Employee will become DPSST certified within 90 days, i.e., by November 26, 2019. Should an employee not become DPSST certified by November 26, 2019, the district will lay the employee off and the terms of Article 24 – Reduction in Force shall apply. Employee is expected to successfully complete a trial period, which will start on September 28, 2019 and conclude on February 11, 2020. During the trial period, employees may be terminated for any reason deemed in good faith sufficient by the Superintendent or designee. If an employee is terminated during the trial period, district



will not oppose employee's application for unemployment compensation unless the district has a bona fide reason to believe employee should be disqualified or has provided materially inaccurate information to the Oregon Employment Department.

3.1 Uniforms. Uniforms and/or protective clothing required by the district of employees in the performance of their job duties shall be supplied at no cost to the employee, to include three pairs of work pants, and five shirts. If other uniform items are required by the district, the district shall provide them at no cost to the employee. Employee shall be responsible for the care of all uniform items provided they are machine washable, and if not the district will provide laundry service as provided by Article 19.14.4. Employees will be permitted to purchase optional uniform items approved by the district. Should employee transfer or terminate from the Campus Monitor position, employee shall return all uniforms purchased by the district. The district may re-issue uniform items at any time. Employees shall be required to wear shoes approved by the district and shall be provided with an annual shoe allowance of fifty dollars (\$50); payment to be provided as set forth in Article 19.14.3. The district is responsible for the replacement of uniform items unless the item was damaged as a result of the employee's intentional acts or negligence in which case employee shall be required to purchase a replacement uniform. The district has the authority to determine if replacement of any uniform item is required. Upon Employee's request, the district will replace uniforms at least on a 24 month basis. Prior to the purchase of uniforms for the 2019-20 school year, the district Safety Officer will meet with two or more Affected Employees to discuss uniform options; employees' preferences will be given good faith consideration.

3.2 Training and certification. Training assigned by the District that the employee is required to attend, absent an approved absence, is considered mandatory training. Mandatory training shall be provided by the district at no cost to the employee. Mandatory minimum training required for Employee to become, or to maintain, DPSST certification and DPSST certification fees shall be provided by the district at no cost to employee. Mileage reimbursement shall be provided as in Article 19.

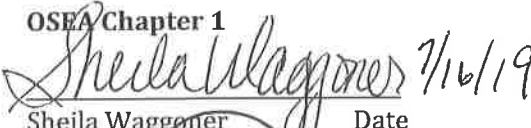
3.3 Seniority. The classification seniority of Affected Employees shall be the seniority attained by the Employee as a student supervision assistant. Classification seniority dates are as set forth below:

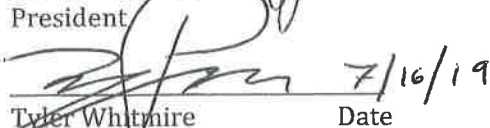
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

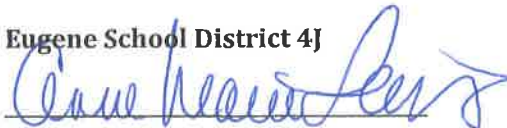
3.4 3.4 Step. Notwithstanding Article 19.4 of the CBA, Affected Employees accepting the Campus Monitor position will be placed on the same step that they would have been placed as a student supervision assistant.


3.5 Pay grade. Notwithstanding Article 7, the parties agree that the campus monitor position shall be placed at grade 9. At the option of a majority of campus monitors, the district will initiate the pay grade evaluation process. Following the PGEC process, Human Resources will honor the decision of the PGEC, except that the position will not be reduced below grade 9 or increased above grade 10.

- 3.6 Assignment. Affected Employees will be assigned to their present working locations for the 2019-20 and 2020-21 school years, except that the employees remain subject to placement in a different location based on extenuating circumstances.
- 3.7 Best efforts. By accepting Option One, Employee promises to use his or her best efforts to perform the duties of the updated campus monitor position, and to refrain from actions and communications intended to undermine the district's changes to campus security. This section shall not be construed to limit legally protected communications by Affected Employees under the Public Employee Collective Bargaining Act or other law.
4. Option Two. Employee may accept a layoff, effective July 1. In the event of a layoff, the terms of Article 24 of the contract shall apply. District shall not oppose any application for unemployment compensation. Employees' final check shall be paid in the June payroll. District will make contributions to maintain employee health coverage through September provided Employee timely makes payment of Employee's standard contribution towards insurance for the same period. After September 2019, Employee may elect COBRA continuation coverage, and Employee and/or Employee's eligible dependents shall be solely responsible for payment of any premiums for coverage.
5. Notice to district. By 5:00 PM on July 5, 2019, each affected employee shall notify Bernadette Adeniran in Human Resources, in writing, whether or not he/ she accepts the offer to remain employed by the district as a Campus Monitor as provided by this agreement. Failure to notify Bernadette Adeniran by the date and time shall constitute a resignation from district employment.
6. Applicability of CBA. This Agreement takes precedence over any conflicting terms of the 4J/ OSEA CBA. During the term of the trial period referred to in paragraph 2, Article 15.1 of the CBA (providing for a just cause standard for discipline) will not apply, and any termination may not be grieved beyond Level Two of the grievance procedure.
7. Effective date; Effect of signature. This Agreement is effective when signed by all parties. By signing this Agreement, OSEA represents that all Affected Employees have read the Agreement and understand they are bound by its terms.
8. Not precedent setting. This Agreement shall not set precedent for either party.
9. Final Agreement. This Agreement constitutes a final resolution of all issues and concerns relating to the above/ referenced program change.

OSEA Chapter 1

 Sheila Waggoner Date
 President 7/16/19


 Tyler Whitmire Date
 Field Representative 7/16/19

Eugene School District 4J

 Anne Marie Levis
 Board Chair


 Dr. Gustavo Balderas
 Superintendent 8/9/19



CAMPUS SAFETY AND SECURITY MONITOR

Position Summary

Campus Safety and Security Monitors (Monitors) will support a safe and secure learning environment for students and staff by observing activities at district school sites. This position is responsible for monitoring all aspects for safety and security on school campuses, district properties and at district- sponsored events, as assigned. This may include, but is not limited to, electronic video surveillance, intervening in situations of physical or verbal conflict, de-escalation, monitoring illegal activities, protecting the rights and property of the school, staff, students and visitors and providing adequate and appropriate supervision of students on campuses. Monitors will maintain positive relationships with students, staff and visitors; provide supervision and guidance to campus visitors and students; and advise students of appropriate standards of behavior. Monitors will intervene to prevent and/or stop unruly and disruptive student behavior and limit damage to equipment or property. The focus of this position is prevention and early intervention to ensure secure learning spaces that meet educational needs. Monitors are required to hold valid private security certification from the Department of Public Safety Standards and Training (DPSST).

Supervisory Relationships

This position is dually supervised. Technical and administrative direction is provided by the district Safety Officer; daily on site supervision is provided by the building principal or other administrative designee.

Essential Functions

1. Provides leadership to students while enforcing district rules and policies. Takes action to prevent unruly behavior and unsafe or illegal acts.
2. Maintains good working relationships with public, students, and staff.
3. Monitors assigned sites, facilities, grounds, and district-sponsored events; circulates among students at school sites to monitor student activity and cultivate positive relationships; attentively listens to student, staff and parent concerns to preserve safety and compliance with district policies and procedures.
4. Reports to administration any violations of the student conduct code or law, questionable or unsafe conditions, and problems that could endanger the safety and welfare of students and staff, and rumors of the same.
5. Uses district monitoring equipment such as cameras to support district safety goals. Watches for unauthorized persons, suspicious or criminal activity, disturbances, fights and conduct code violations. Reports to proper authorities.
6. Intervenes and assists in resolution of verbal and physical conflicts between students.
7. Helps administration as needed in the investigation of fights, drug possession, assaults and class disturbances, and in the supervision of activities.
8. Works closely with administration to deter negative student behavior and enforce discipline policies. May include supervision of in-school suspensions.
9. Creates written records of critical events and involved people consistent with public safety report writing.

10. Demonstrates commitment to contribute to safety supervision and school security by participating in in-services and training related to position.
11. Maintains liaison with School Resource Officers and fire officials at direction of supervisor.
12. Coordinates with administrator on notifying School Resource Officers of potential illegal activity.
13. Calls law enforcement and fire officials for assistance according to the emergency plan and school administrator direction.
14. Helps in the ongoing implementation of the school-wide safety plan; may be required to participate with the school safety committee.
15. Assists in emergencies and drills.
16. Enforces district policy concerning visitors to school including parents.
17. Observes strict confidentiality regarding student and personnel information.
18. Maintains regular and prompt attendance.
19. Performs other related duties as assigned.

Required Knowledge, Skills and Abilities

1. Knowledge of and ability to apply district rules, regulations, practices and procedures relating to safety and security of facilities, student and visitor conduct and student records.
2. Knowledge of state and federal laws regarding child abuse, sexual conduct, restraint and seclusion, and search and seizure.
3. Knowledge of report writing.
4. Ability to communicate effectively with other employees and students using tact, courtesy and good judgment.
5. Ability to appropriately intervene in emergency or potentially critical situations, diffuse potentially volatile situations, use English in both written and verbal form, communicate effectively with persons of varied educational and cultural backgrounds, document accurately.
6. Ability to monitor school grounds to maintain order and prevent illegal acts.
7. Ability to restrain individuals when necessary and in accordance with district policy.
8. Ability to serve and supervise students of all abilities and behaviors.
9. Ability to provide positive behavioral support and management.
10. Ability to establish positive relationships with students, staff, administrators, parents, and law enforcement agencies.
11. Ability to function as a member of a team.
12. Ability to use sound judgment in the absence of an administrator.
13. Ability to practice ethical and professional standards of conduct, including confidentiality.
14. Ability to remain flexible to changes in assignments or situations.
15. Ability to follow direction.
16. Ability to learn and apply new skills, practices and procedures to accommodate a changing work environment.
17. Meets private security certification standards required by DPSST or law; possesses certification.

Minimum Qualifications

- High School diploma or equivalent.

- Ability to establish and maintain effective relationships with students, staff, administrators, and law enforcement personnel.
- Valid first aid, CPR/AED training or ability to obtain certification within 90 days.
- Ability to meet physical standards (a physical exam may be required).
- Certification by DPSST as an unarmed private security officer, or ability to obtain certification within 90 days. Certification must be maintained throughout course of employment.

Preferred Qualifications

- Ability to effectively work and communicate with students, parents, and school personnel from diverse cultures or backgrounds in English, Spanish, or other languages related to the job.
- Experience working with student management systems.
- Demonstrated commitment to the education of all children and youth.
- Desire and aptitude to work with secondary age students in an educational setting.
- Previous work experience in K–12 public schools setting.

Working Conditions

- Work is performed in educational and office settings, industrial building areas, indoors and outdoors on various district properties.
- Must be physically capable of moving quickly, lifting, pushing, jumping and restraining when responding to students fighting, intruder pursuit, or other emergencies.
- The employee must occasionally lift and/or move 25 to 50 pounds, and move or restrain more than 100 pounds when required to intervene in student safety issues.
- While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals. It may be expected that the individual could be exposed to blood or other potentially infectious materials during the course of their duties.
- The employee may be exposed to infectious diseases carried by students. Will be exposed to student noise levels typical of educational environments.
- The employee may be required to travel on school owned or leased vehicles while supervising and assisting students.

ADDITIONAL INFORMATION	
Employee Unit	OSEA Classified
Pay Grade	Grade 9 – 192 Days Work Calendar
Approved by	Cydney Vandercar Asst. Superintendent for Administrative Services
Last revised	July 9, 2019