

Board of Directors of the
Odyssey Charter School

and

The Odyssey Charter School
Education Association, DSEA/NEA

COLLECTIVE BARGAINING
AGREEMENT

July 1, 2023 – June 30, 2027

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ARTICLE 1 PREAMBLE

Section 1. The parties to this Agreement (“Agreement”) are the Board of Directors (“Board”) of the Odyssey Charter School (“Odyssey” or “School”) and the Odyssey Charter School Education Association, DSEA/NEA (“Association”).

ARTICLE 2 RECOGNITION

Section 1. **Recognition of Association.** The School recognizes the Association as the exclusive representative of the “employees” as defined in Section 2 of this Article.

Section 2. **Definition of Employees.** In accordance and with the certification of the Public Employment Relations Board (“PERB”) in Representation Petition No. 18-08-1156, dated October 16, 2018, the term “employees” used in this Agreement shall mean all Certificated and Non-Certificated Personnel including Teachers and Specialists (School Counselors, Nurses, School Psychologists) and Support Staff (including Paraprofessionals, Facilities and Custodial personnel) employed by the Odyssey Charter School (Excluding: administrative and supervisory personnel, secretaries, food service workers and substitutes).

Section 3. Unless otherwise indicated, as used in this Agreement, “faculty” shall mean Teachers and Specialists.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. **Managerial Prerogatives.** Except as modified or restricted by this Agreement or by applicable law, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the School, including, but not limited to, such areas of discretion or policy as the functions and programs of the School, its standards of services, overall budget, utilization of technology, the organizational structure, curriculum, discipline, and the selection and direction of personnel.

Section 2. The School’s failure to exercise any right, prerogative, or function hereby reserved to it, or the School’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the School’s right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.

Section 3. Notwithstanding the foregoing, the Association does not waive its rights to contest any action by the School and/or Board which impacts the working terms and conditions of employment as defined in 14 Del. C. § 4002(t).

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. The parties shall not discriminate against, interfere with, restrain, nor coerce employees in the right to organize or to join or participate in lawful Association activities or to refrain from so doing. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be held under Delaware School laws or other applicable laws and regulations.

Section 2. An employee who is required to appear before the Board or an agent thereof for any matter that could adversely affect their employment, an investigation, and/or disciplinary reasons (written reprimand, suspension, termination) shall be given prior written notice and specific reasons for such meeting at least 48 hours in advance. An employee required to appear in this instance shall be entitled to have an Association representative present during such meeting and any follow-up meeting that is held. The parties agree that 48-hour meetings may be postponed 24 hours at the request of either party.

Section 3. Section 2 does not preclude informal discussion with an employee by a member of the administrative staff pertaining to the employee's performance at his/her work location.

Section 4. Association representation may be from OCSEA or the Delaware State Education Association.

Section 5. Employees, unless negligent in their duties, are not financially liable for property damaged or destroyed by students.

Section 6. Students will not be transferred to or from an employee's classroom without appropriate notice which is normally at least one school days' notice.

ARTICLE 5 POLICIES AND DIRECTIVES

Section 1. Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the adopted policies, directives and procedures of the School, as amended from time to time.

Section 2. Such policies, directives and procedures affecting bargaining unit employees which are determined by management shall be furnished in writing to the Association President, and posted on the School's website or inclusion in the School's Employee Handbook, if any. New policies or changes to existing policies shall be furnished in writing to the Association President and posted on the bulletin board or distributed to bargaining unit employees in electronic format. This does not limit supervision's right to issue verbal directives to employees. Such policies, directives and/or procedures shall be consistent with this Agreement.

ARTICLE 6 DUES DEDUCTION

Section 1. The School agrees to make payroll deductions of Association dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the School to do so. The amount of such deductions will be clearly delineated on the duly executed authorization/membership form. The Association will notify the School of any changes in dues or process no later than August 15th.

Section 2. The Association shall indemnify the School and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the School for the purpose of complying with the provisions of this Article.

Section 3. The School will provide payroll deductions as allowed by the State and PHRST system and as authorized by the employees.

ARTICLE 7 ASSOCIATION REPRESENTATION

Section 1. **Building Representatives.** From among the employees, the Association may designate and the School will recognize building representatives to serve as the Association's agent in the representation of employees. The School shall not be required to recognize any employee as a building representative unless the Association has informed the School, in writing, of the employee designated as building representative. A written list of each building representative, Local Association President, Treasurer, and other officers of the Association shall be forwarded to the School on the first staff day of each year, and the Association shall notify the administration in writing of any changes in such position.

Section 2. Bulletin Boards.

(a) The School agrees to provide space on a bulletin board in the faculty area of each building for the posting of Association notices, as long as such information is not profane, obscene, or defamatory of the School or its representatives or to any individual.

(b) Such notices shall be provided to the Head of School or designee prior to their posting.

Section 3. **Association Visitation.** Accredited representatives of the local, State, and National Association, and such other Association representatives and/or agents as the administration may approve in advance, will be granted reasonable access to such areas of the School's premises and for such purposes and at such times as the administration may approve in advance of such visit. Such approval shall not be unreasonably denied.

Section 4. The Association shall have the right to use school buildings for Association business on the same basis as other school-affiliated organizations in accordance with policy and practice.

Section 5. The School will allow the Association ten (10) Association Days per year. Additionally, the Association may purchase an additional five (5) Association Days at the substitute rate.

Section 6. The Association may use the School email system for official Association business for the following reasons:

- Announce visits as provided in Section 3 and meetings as provided in Section 4;
- Announce Association Officer vacancies and elections;
- Announce professional development opportunities;
- Update members and survey on collective bargaining;
- Announce membership meetings;
- Distribute meeting minutes;
- Requests and correspondence related to representation; and
- If any other need arises, the Association President will consult with the Head of School prior to using the email system.

Use of the email system shall be subject to the School's Acceptable Use Policy and shall not be used for political purposes.

Section 7. The School will provide a total of two hours during one of the new teacher orientation days for the Association to address and/or provide information to new employees.

ARTICLE 8 NON-DISCRIMINATION

Section 1. **No Discrimination.** In the administration of this Agreement, neither the School nor the Association shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, genetic information, gender identity and expressions, sexual orientation, veteran or marital status, pregnancy/childbirth, political affiliation, age or Association membership, or against qualified individuals with a disability.

Section 2. **Interpretation.** This Article shall be interpreted in accordance with applicable federal and State law.

Section 3. **Reasonable Accommodation.** In the administration of this Agreement, the School and the Association shall engage in an interactive process in order to provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the School in accordance with the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964.

ARTICLE 9 PROBATIONARY PERIODS

Section 1. All new employees shall be in a "probationary" status for a period of six (6) months. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement and such discipline or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 2. Any non-faculty employee promoted to a new position in a higher pay grade must satisfactorily complete a three (3) month probationary period in the new position. Should the School decide that the promotion is not successful within the three (3) months, the employee shall be returned to the same or similar position from which the employee was promoted unless the employee is terminated or demoted.

ARTICLE 10 WORKING CONDITIONS

Section 1. Employees shall have access to necessary duplicating equipment and services. Reasonable effort shall be made to maintain the equipment.

Section 2. Employee restrooms, separate from students, shall be provided in each school. These restrooms shall be appropriately cleaned and maintained.

Section 3. The School shall make every reasonable effort to provide equipment in good working order for use in the instructional program in each school.

Section 4. Each administrator/supervisor shall make every reasonable effort to maintain an adequate inventory of instructional materials normally required by employees in performing their jobs. Such materials shall be made available pursuant to a reasonable procedure established by the dean in each school or immediate supervisor.

Section 5. The employer will attempt to provide proper safe and sanitary conditions for the health and safety of all employees. The employer and the Association will cooperate in the enforcement of safety regulations.

Section 6. Custodians and Facilities.

(a) Five (5) uniform shirts (both long and short sleeve) will be provided to each employee each season, with annual replacements.

(b) Employees will not be required to bring personal tools and equipment to perform assigned duties.

ARTICLE 11 EMPLOYEE WORK YEAR

Section 1. **Work Days.** For all employees, the maximum number of required hours and work days shall not exceed the days as defined in Title XIV, Chapter 1335.

Section 2. **School Meetings.** Faculty employees may be required to attend two (2) before- or after-school meetings per month, not to exceed sixty (60) minutes, except in the case of emergency. A third meeting may be called in the case of emergency.

Section 3. **Evening Events.** Faculty employees may be required to attend up to three (3) weekday evening or weekend events exclusive of parent teacher conferences during the course of the year, beyond their regular work day, as directed by Head of School or designee. The dates and times for attendance at these required events will be communicated to staff a minimum of 30 calendar days prior to the event.

Section 4. **Duty Free Lunch.** All employees shall have a daily duty-free lunch period in addition to any planning and preparation or break time. Such duty-free lunch period will occur during the time scheduled for student lunches, except where employees scheduled hours begin after student lunches. This Section does not apply to partial school days, or days on which field trips or assemblies are scheduled.

Section 5. **Breaks.** All full-time facilities and paraprofessionals may take two fifteen (15) minute, duty-free breaks during each full-time shift, as scheduled by the immediate supervisor. Part-time facilities and paraprofessionals working at least four (4) hours may, as scheduled by the immediate supervisor, take one fifteen (15) minute break.

Section 6. **Time Recording.**

(a) Employees may be required to comply with reasonable procedure to register their presence in the work place. Faculty will not be required to "clock in/out."

(b) Employees may leave the building during the duty-free lunch period, or break time by signing out in the main office. Employees must sign in at the main office upon returning to the building. If an employee needs to leave the building at any other time during the work day, the employee must obtain approval of the Head of School/Campus Operations Officer or other person in charge of the building before leaving the building. Such approval shall not be unreasonably withheld.

Section 7. **Teacher Planning Time.** Each faculty employee shall receive at least two hundred (200) minutes per week of professional individual and at least eighty (80) minutes of Professional Learning Community planning/preparation time within the work day exclusive of student transitions.

Section 8. **Non-Exempt Employees.** Employees deemed "non-exempt" shall be compensated in accordance with The Fair Labor Standards Act.

Section 9. **Duty Schedule.** Faculty and paraprofessionals may be assigned additional duties on a rotating basis such as arrival/dismissal, lunch and recess duty, class change, etc. The parties will address the assignment or reassignment of the duties in the Liaison Committee.

ARTICLE 12 PROFESSIONAL DEVELOPMENT

Section 1. At least three (3) days prior to the beginning of the school year will be established to provide professional development and classroom set up for faculty. Each of these days will count towards the number of required work days for teachers. Within the first two (2) days, schools must allow for five (5) hours of classroom preparation. The amount of time

allocated for classroom preparation may be split into a minimum of two and one-half (2.5) hour consecutive increments.

Section 2. The maximum number of workdays set forth in Article 11, Section 1 for faculty may be extended three (3) additional days for new employees for the purpose of orientation and staff development.

Section 3. Where required curriculum improvement projects or workshops occur beyond the normal school day, faculty involved in the activity will be compensated at \$23.00 per hour stipend and other employees involved in the activity will be compensated at their hourly rate.

Section 4. When travel is necessary for required workshops/classes, the School will reimburse the employee for tolls and mileage, in accordance with the IRS standard mileage rate.

Section 5. All faculty will receive a minimum of three (3) days during the school year for the purpose of fulfilling professional responsibilities, such as grading and planning, which shall be performed in the building. These days shall be scheduled prior to report card deadlines during the first three (3) marking periods. No meetings or student supervisory duties will be scheduled during these days.

ARTICLE 13

STUDENT BEHAVIOR MANAGEMENT

Section 1. The current Code of Student Conduct shall be found on the School Website. Whenever any change in the Code is made, each employee shall receive an email notification reflecting the change.

Section 2. Disruptive students shall be dealt with as prescribed by law (Title 14, Chapter 7, § 701 of the Delaware Code), the Code of Student Conduct, and/or their Individualized Education Program or Section 504 Plan.

Section 3. All teachers, specialists and paraprofessionals shall have access to the established student referral system.

Section 4. The established discipline reporting module shall also be used to report violations of the Code of Student Conduct. The description of student behavior will not be changed by the administration once submitted by the employee, without the review and approval of the employee. The administration shall notify the employee as to what action was/will be taken in a timely manner.

Section 5. The administration shall make every effort to see that a student who assaults, offensively touches, or makes a terroristic threat against an employee is not reassigned to that employee's class/caseload.

Section 6. An employee may, within the scope of employment, use and apply such amount of force as is reasonable and necessary as defined in Title 11, Chapter 4, § 468 of the Delaware Code.

ARTICLE 14

PARENT CONFERENCE AND COMMUNICATION

Section 1. When a parent/guardian indicates a desire to attend a conference with a community/legal representative, the Head of School or designee shall be responsible for scheduling and attending such a conference.

Section 2. The Head of School or designee shall terminate the conference if he/she feels the conduct or language directed at the employee becomes foul or abusive. If the Head of School or designee is not present during the conference, a teacher may terminate the conference until an administrator is available. Also, if after a verbal objection, abusive behavior continues, the teacher may leave the conference.

Section 3. Communications to parents by phone, email, mail, and notes sent home with students will be professional in content and tone and generally will not require prior approval of administration.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. **Definition of Grievance.** A grievance is an allegation by an employee or the Association that the School has violated an express provision of this Agreement or an official written policy of the Administration and/or Board.

Section 2. **Procedural Steps.**

(a) Step 1. Oral Notice to Immediate Supervisor. Not later than five (5) work days after the event giving rise to the grievance, or five (5) work days after the employee and/or Association should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with his/her immediate supervisor or his/her designee. The immediate supervisor or his/her designee shall orally respond to the employee not later than five (5) school days thereafter.

(b) Step 2. Written Grievance to Immediate Supervisor. If the grievance is not settled at Step 1, the employee, not later than five (5) work days after the receipt of Step 1 response, must submit a written grievance to his/her immediate supervisor or his/her designee. The immediate supervisor shall hear the grievance and give his/her written answer to the grievance within ten (10) school days after receipt of the grievance.

(c) Step 3. Written Appeal to the Head of School. If the grievance is not settled at Step 2, the employee, not later than five (5) work days after receipt of the immediate supervisor's written answer at Step 2, may appeal the matter to the Head of School. Not later than ten (10) school days after receipt of the written appeal, the Head of School, or his/her designee, shall meet with the employee. The Head of School, or his/her designee, shall give his/her written answer to the grievance within ten (10) school days after such meeting, which answer shall be final and binding on the employee, the Association and the School, unless it is timely appealed to arbitration by the Association in accordance with the procedures set forth in

Article 16 of this Agreement. If the employee is a member of the Operations staff, the Head of School will be replaced by the Campus Operations Officer.

Section 3. Written Presentation. All grievances presented at Step 2 of the procedure set forth in Section 2 of this Article shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought. All grievances at Step 2 and appeals at Step 3 of the procedure set forth in Section 2 of this Article shall be signed and dated by the aggrieved employee and/or the Association President. All written answers submitted by the School shall be signed and dated by the appropriate School representative.

Section 4. Time Limitations. The time limitations set forth in this Article 15 are of the essence of this Agreement. No grievance shall be accepted by the School unless it is submitted or appealed within the time limits set forth in Section 2 of this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the School's Step 2 answer. If the School fails to answer within the time limits set forth in Section 2 of this Article, the grievance shall automatically proceed to the next step. Timelines may be extended if mutually agreed upon by the parties.

Section 5. Representation. A grievant has the right to take their choice of Association representation to each step outlined in Section 2 of this Article.

Section 6. Miscellaneous.

(a) All documents, communications, and records dealing with the process of a grievance shall be filed in a separate grievance file.

(b) Both parties agree that these proceedings will be kept confidential.

Section 7. "Work days" as used in this Article shall refer to days when the aggrieved employee is scheduled to work. For ten-month employees, during the period of June 1 through the start of the following school year, "work days" shall refer to days when the school offices are open. "School days" shall refer to days when school offices are open.

Section 8. Written grievances shall be submitted on a form jointly approved by the School and Association.

ARTICLE 16 ARBITRATION

Section 1. **Appeal Procedure.** Any grievance, as defined in Article 15, Section 1 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article 15 of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Association serving the School with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 1 within ten (10) calendar days after receipt of the written answer of the School at Step 3 of the grievance procedure set forth in Article 15 of this Agreement shall constitute a waiver of the Association's right to appeal to arbitration, and the written answer of the School at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the School, and the Association.

Section 2. **Selection of Arbitration.** Not later than ten (10) calendar days after the Association serves the School with written notice of intent to appeal a grievance to arbitration, the School and the Association shall jointly confer to select an arbitrator. In the event that the parties are unable to agree, a request shall be sent to the Delaware Public Employment Relations Board to furnish, to the School and the Association, an arbitrator pursuant to its regulations.

Section 3. **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator shall be confined exclusively to claims that the terms of the collective bargaining agreement or official written policy of the Administration and/or Board have been violated, misinterpreted, or misapplied. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the School and the Association. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Association and the School.

Section 4. **Arbitrability.** Any dispute relating to whether a matter is arbitrable will be ruled upon prior to hearing the merits of the dispute. If the arbitrator determines the dispute to be arbitrable, the arbitrator shall schedule a second hearing to hear the merits of the dispute. The losing party shall pay the arbitrator's fees and expenses incurred in deciding whether a dispute is arbitrable.

Section 5. **Fees and Expenses of Arbitration.** Except for disputes over arbitrability covered in Section 4 above, the fees and expenses of the arbitrator shall be shared equally by the School and the Association; otherwise each party shall bear its own arbitration expense.

Section 6. **Claims Excluded from Arbitration.** Claims relating to the following matters shall not be processed through binding arbitration:

- (a) Nonrenewal of employees;
- (b) Delaware law;
- (c) Rules and regulations of the Delaware Department of Education or State Board of Education;

- (d) The content of or conclusions reached in employee observations and evaluations;
- (e) Federal law;
- (f) Rules and regulations of the United States Department of Education;
- (g) Policies of the Board; and
- (h) Matters beyond the scope of the School's authority.

ARTICLE 17

SENIORITY, LAYOFF AND RECALL

Section 1. As used in this Article, Seniority shall mean an employee's length of continuous service with the School, within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the School.

Section 2. If the application of Section 1 results in two (2) or more employees having the same seniority, the affected employees shall draw straws. The employee who draws the shortest straw shall be considered the junior employee.

Section 3. Seniority shall be applicable only as expressly provided in this Article.

Section 4. Employees shall be organized into five (5) seniority pools: Teachers (Certificated and Non-Certificated Teachers); Specialists (Counselors, Nurses, and School Psychologists); Paraprofessionals; Facilities; and Custodial.

Section 5. The School will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) layoffs will be affected. A uniform reduction in the number of hours worked by all employees in a seniority pool shall not constitute a layoff. The non-renewal of an employee's employment contract shall not constitute a layoff.

Section 6. Once the number of positions to be reduced has been established, the Head of School will apprise the President of the Association of this information.

Section 7. Any affected 10-month employees will be notified by the third Friday in May. Affected 12-month employees will be notified at least thirty (30) calendar days prior to the effective date of the layoff.

Section 8. Employees who would otherwise be laid off may be reassigned to any opening in the bargaining unit within the same classification, for which they are qualified.

Section 9. An employee laid off in one seniority pool shall have no bumping rights in another seniority pool.

Section 10. If the School determines that one (1) or more employees in a seniority pool shall be laid off, the School shall layoff as follows:

(a) Teachers will be laid off from the field of their current major assignment on the basis of seniority, with the most junior employee laid off first.

(b) Paraprofessionals shall be laid off on the basis of their job title (Instructional, Non-Instructional), with the most junior employee laid off first.

(c) Specialists shall be laid off on the basis of their specialty (Counselors, Nurses, School Psychologists), with the most junior employee laid off first.

(d) Facilities employees shall be laid off on the basis of the job title (Facilities 1, Facilities 2), with the most junior employee laid off first.

(e) Custodians shall be laid off on the basis of seniority, with the most junior employee laid off first.

Section 11. If the School determines to fill a vacancy in a seniority pool from which employees have been laid off, such employees shall be recalled in the reverse order of layoff. If an employee's employment contract has expired during a layoff, this Section shall not apply.

Section 12. The School will forward any notice of recall by certified mail to the last known address of the employee as reflected on the School's records. The employee is responsible for updating his or her address during any layoff. The employee must, within seven (7) calendar days of the delivery or attempted delivery of the notice of recall, notify the School of his or her intent to return to work and, thereafter, return to work on the date specified by the School.

Section 13. An employee's seniority shall be terminated as follows:

- (a) discharge, quit, retirement, non-renewal, or resignation;
- (b) absence from work for a period of exceeding twelve (12) months for any reason;
- (c) failure to return to work upon the expiration of a leave of absence;
- (d) when on a layoff exceeding twelve (12) months; or
- (e) failure to return to work as directed by a notice of recall.

ARTICLE 18

PENSION

Section 1. School employees who qualify for the pension plan will receive pension benefits determined by the State of Delaware's pension office. Questions regarding the plan should be directed to the Pension Benefits Office in Dover - <https://open.omb.delaware.gov/>.

ARTICLE 19 EMPLOYMENT CONTRACTS

Section 1. The School shall continue to offer employment contracts to Teachers (Certificated and Non-Certificated Teachers), Specialists (Counselors, Nurses, and School Psychologists), Custodians, Facilities, and Paraprofessionals. Such contracts shall be offered by the third Friday in May. Such contracts shall only be terminated for cause during the term of the contract, unless termination is required by a reduction in force ("RIF"). Cause shall be defined as: "Cause may include, but is not limited to, serious infractions such as: immorality, misconduct in office, incompetency, disloyalty, neglect of duty, willful or persistent insubordination, and failure to obtain or maintain required professional certification(s) and/or licensures."

Section 2. Beginning with the 2019-2020 School Year, the term of the employment agreement offered to the categories of employees described in Section 1 will vary depending on the employee's length of service with the School and whether they are full or part-time. Full-time employees who have completed less than four (4) consecutive years of full-time employment with the School shall be offered an employment agreement with a term of one year. Employees who have completed more than four (4) consecutive years of full-time employment with the School shall be offered an agreement with a term of five (5) years. Part-time employees shall be offered an employment agreement with a term of one year regardless of the employee's length of service with the School.

Section 3. The length of the employment agreement afforded to current employees (i.e., those employees employed at the beginning of the 2019-2020 school year) shall be determined by their current consecutive years of full-time employment at the School prior to the 2019-2020 school year. Within fifteen (15) work days of the ratification of this Agreement, the School shall provide each employee an employment agreement satisfying the terms of this provision. The School's calculation of employment term and/or determination of an employee's consecutive years of full-time employment shall be subject to the grievance provisions of this Agreement.

Section 4. Any employee whose contract is not renewed may submit a request in writing to the Human Resources Manager for the reasons for the non-renewal. The reasons will be provided in writing within 5 business days of the written request. The reasons provided will not be subject to the grievance procedure.

Section 5. The Association will be provided with a list of all non-renewals and the reasons for the non-renewals no later than June 15 each year.

ARTICLE 20 WAGES

Section 1. Effective for the 2023-2024 school year, faculty wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the wage supplements ("OCS Supplements") set forth in Appendix B. The EPER Schedule shall be as set forth in Appendix A.

Section 2. Effective for the 2024-2025 school year, faculty wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix B.

Section 3. Effective for the 2025-2026 school year, faculty wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix B.

Section 4. Effective for the 2026-2027 school year, faculty wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix B.

Section 5. Effective for the 2023-2024 school year, paraprofessional wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix C. The EPER Schedule shall be as set forth in Appendix A.

Section 6. Effective for the 2024-2025 school year, paraprofessional wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix C.

Section 7. Effective for the 2025-2026 school year, paraprofessional wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix C.

Section 8. Effective for the 2026-2027 school year, paraprofessional wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix C.

Section 9. Effective for Fiscal Year 2024, custodians wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D. The EPER Schedule shall be as set forth in Appendix A.

Section 10. Effective for Fiscal Year 2025, custodians wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D.

Section 11. Effective for Fiscal Year 2026, custodians wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D.

Section 12. Effective for Fiscal Year 2027, custodians wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D.

Section 13. Effective for Fiscal Year 2024, facilities wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the wage supplements OCS Supplements set forth in Appendix D. The EPER Schedule shall be as set forth in Appendix A.

Section 14. Effective for Fiscal Year 2025, facilities wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D.

Section 15. Effective for Fiscal Year 2026, facilities wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D.

Section 16. Effective for Fiscal Year 2027, facilities wages shall equal one hundred percent (100%) of the salaries prescribed by Chapter 13, Title 14, Delaware Code, plus the OCS Supplements set forth in Appendix D.

Section 17. Effective January 1, 2020, an employee who is required to have the State of Delaware Master Plumber License for the performance of his or her duties shall receive \$500 per year in a separate check. Such check shall be paid on or before December 1.

ARTICLE 21 PLACEMENT ON THE SALARY SCHEDULE

Section 1. **Faculty.** Once proof of employment requirements have been met, the School will recognize years of full-time prior teaching experience at any K-12 educational institution, public or private, obtained in any county, and place new Teachers and Specialists onto the corresponding step of the OCS Supplement schedule in accordance with Delaware Administrative Code Title 14 Chapter 727 Section 3.0.

Section 2. **Paraprofessionals.** All new Paraprofessionals shall be placed on Step 1 of the applicable OCS Supplements Schedule.

Section 3. **Custodians.** All new Custodians shall be placed on Step 1 of the applicable OCS Supplements Schedule.

Section 4. **Facilities.** Once proof of employment requirements have been met, the School will recognize years of full-time prior similar service, and place the new Facilities employees on the corresponding step of the OCS Supplements Schedule; provided, however, that no employee will be placed above Step 10.

ARTICLE 22 EMPLOYEE BENEFITS

Section 1. The School shall continue to participate in the health plans offered by the State.

Section 2. School employees shall be eligible to participate in such plans on the terms and conditions established by the State.

ARTICLE 23 HEALTHCARE STIPEND

Section 1. The School shall offer a \$900 stipend to the same group of employees (full-time salaried) who are currently offered the stipend on the same terms and conditions as currently offered.

ARTICLE 24 TUITION REIMBURSEMENT

Section 1. The School shall establish a tuition reimbursement budget pool ("the Pool") in the amount of \$25,000 for each school year during the term of this Agreement. The reimbursement amount for individual faculty members will be calculated on a pro rata basis from the amount available in the Pool.

Section 2. Faculty may enroll in continuing education programs including ARTC, which supplement their job responsibilities, and may be reimbursed by the School from the Pool up to a maximum amount of \$2,700 per school year, as outlined below.

Section 3. The deadline for submission of all reimbursements is June 1st, each school year.

Section 4. Only pre-approved courses, required and elective, which are related to the faculty member's work or which lead to a job-related degree are eligible for reimbursement provided pre-authorization is obtained from the Head of School. The School will determine, in its sole discretion, whether a degree program or course is job related. To obtain pre-approval, faculty members must obtain a signed "Continuing Education Pre-Authorization Form" located in the FORMS folder on the OCS Network. Upon completion of the pre-approved course, faculty members must submit a signed "Request for Tuition Reimbursement" form to the Human Resources Department, along with an official transcript of grades, proof of payment and the signed Pre-Authorization form.

Section 5. Reimbursement from the Pool will occur only if the faculty member successfully completes the course with a grade of a "B" (3.0) or better from an accredited institution. If the course uses a "Pass/Fail" grading method, a final grade of "Pass" will satisfy this requirement.

Section 6. Plus credits and/or other academic attainments (e.g. Bachelors to Masters, Masters to Doctorate, etc.) as recognized by the Delaware Department of Education (DE DOE) shall also be acknowledged by the School. An adjustment to the faculty member's pay will be made effective as of the date designated by the DE DOE and will continue through the remainder of the contract period. The pay increase for plus credits will be determined annually by the salary schedule. Faculty members must provide an official transcript to HR and successfully apply for plus credits with the DE DOE.

ARTICLE 25
GREEK MINISTRY OF EDUCATION AND RELIGIOUS AFFAIRS EMPLOYEES AND
J-1 VISA HOLDERS

Section 1. Greek Ministry of Education and Religious Affairs Employees.

(a) The Parties agree that, notwithstanding any other provision in this Agreement, the School shall retain the right to contract with the Greek Ministry of Education and Religious Affairs (the "Ministry") for the services of teachers and paraprofessionals for positions within the Unit (the Ministry Employees).

(b) The Ministry Employees working at the School in positions within the Unit shall be members of the bargaining unit and covered by this Agreement.

(c) Ministry Employees shall continue to receive their wage and benefits as heretofore directly from the Ministry, with the School covering the difference, if any, between the Ministry wage and the applicable wage or rate of pay under Article 20 of this Agreement.

Section 2. Housing Stipends for Ministry Employees and other J-1 Visa Holders.

(a) The Parties further agree that the School will provide a \$4,500.00 housing stipend (the "Housing Stipend") to both newly hired full-time Ministry Employees and other full-time employees on J-1 nonimmigrant visas in order to assist with offsetting housing costs and securing living arrangements in the United States.

(b) The Housing Stipend will be paid directly to qualifying employees in increments of \$750.00 per pay period, beginning with the first pay period the new employee is entered on the School payroll, and continuing until the full amount of the Housing Stipend is exhausted.

(c) In addition, the School will pay the initial security deposits, in an amount equal to one month's rent, but not to exceed \$1,500.00, for employees receiving the Housing Stipend, directly to their landlord/apartment manager. The security deposit will be returned to the School upon the expiration of the lease. Employees are individually responsible for reimbursing the School in full for any portion of the security deposit that is not returned to the School by the landlord/apartment manager within 10 days of the expiration of their lease.

ARTICLE 26
SUBCONTRACTING

Section 1. The School will not subcontract work normally performed by employees without providing the Association notice and an opportunity to provide alternatives to the subcontracting. Subcontracting shall not occur for the purpose of eroding the bargaining unit. The School further agrees not to exercise its managerial right to lay off employees during the term of this Agreement in order to free up funds for subcontracting services normally performed by the bargaining unit staff. Nothing in this provision prevents the School from subcontracting to temporarily fill open positions for which qualified employees cannot be hired. The Association reserves all rights to contest that subcontracting is a managerial right held by the School.

ARTICLE 27 PERSONNEL RECORD

Section 1. The School shall comply with all State and federal laws related to the access to personnel files, including the Delaware Right to Inspect Personnel Files Act, 19 Del. C. §730. An employee may have an Association representative present during such access.

Section 2. One personnel file on each employee will be maintained by administration unless a separate file is required by law (medical information, I-9's, etc.).

Section 3. The employee shall affix his/her signature (which may be electronic) to all evaluative material to be placed in his/her file to indicate that he/she has seen the material.

Section 4. Any document regarding an employee's performance which an employee either has not signed or been given the opportunity to sign shall not be placed in the employee's file or shall not be utilized in any proceeding against him/her.

Section 5. The employee shall have the right to answer, in writing, any material filed (except confidential material) and the answer shall be included in the file.

Section 6. Employees may receive copies without charge of non-confidential documents filed in the personnel files.

Section 7. An employee may request in writing to the Head of School (or the Campus Operations Officer if a member of the Operations staff) that material he/she deems unfavorable contained in his/her personnel file be removed. If the request is approved such documents and all directly related documents shall be removed. The employee shall be advised in writing of the disposition of his/her request.

ARTICLE 28 COMMITTEES

Section 1. The Parties agree to establish a Calendar Committee. The School and the Association shall each appoint two members. The Committee will be chaired by the Head of School or his or her designee. The purpose of the Committee shall be to provide recommendations on the School Calendar to the Head of School and the Board prior to March 1 of each year.

Section 2. The Parties agree to implement a Drug/Alcohol Testing Program for employees where there is testing based upon a reasonable suspicion or where there is an accident or incident. The Association President and the Head of School (or his/her designee) and their advisors shall meet to discuss details of the program. Agreements or alternative recommendations, if requiring Board approval, shall be submitted to the Board for decision by the first Board meeting in September, 2023.

Section 3. The Parties agree to establish a Grading Committee at each building. The School and the Association shall each appoint 4 members to each committee. Each Committee will be chaired by the Building Dean or his/her designee. The Committee shall meet a minimum of twice a year and provide recommendations on Grading Policy.

Section 4. The Association will have representation on any school –wide committee convened to address terms and conditions of employment.

ARTICLE 29 LIAISON COMMITTEE

Section 1. The parties agree to establish a School-wide Liaison Committee. The purpose of the School-wide Liaison Committee shall be to establish and maintain positive relationships and communication between employees and the School's administration. The School-wide Liaison Committee shall be co-chaired by the Head of School and an Association designee. The School shall appoint two (2) additional members. The Association shall appoint two (2) additional members. The School-wide Liaison Committee shall meet monthly, unless the parties agree otherwise. The School-wide Liaison Committee may establish subcommittees to work on and advise the School-wide Liaison Committee on specific issues, such as class size and academic freedom. Such subcommittees may include individuals who are not members of the School-wide Liaison Committee. Any actions or recommendation of the School-wide Liaison Committee shall require the majority vote of the members of the School-wide Liaison Committee. The School-wide Liaison Committee may require the preparation and circulation of an agenda prior to any meeting.

Section 2. The parties agree to establish a Building Liaison Committee in each building configuration (Lower School, Intermediate School, Middle School, High School, etc). The Building Liaison Committee will be comprised of a minimum of two (2) OCSEA members (including the building representative) and the building dean and, at the School administration's discretion, a representative of Human Resources. Student advisors may be part of the Committee. The Building Liaison Committee will meet monthly to review and discuss school problems and practices. Agendas should be exchanged at least twenty-four (24) hours in advance of the normal monthly meeting.

ARTICLE 30 PARAPROFESSIONALS

Section 1. Paraprofessionals shall not be required to function as teachers. They may be required to supervise a class in the case of an emergency or when the professional (normally assigned the class) is required to attend a meeting. In the event paraprofessionals have to cover a class, they shall be given sufficient direction to carry out the on-going program. Paraprofessionals should not be responsible for primary instruction. For purposes of this Article, emergency shall be defined as an unexpected, unplanned, or unscheduled event or circumstance.

Section 2. If no substitute teacher is available, paraprofessionals may be used for that purpose; however, they shall be paid an additional \$4.00 per hour for each hour served as a substitute. Paraprofessionals will report incidents of substitutes not leading the class to the building dean.

ARTICLE 31 EVALUATIONS

Section 1. All employees shall be evaluated as heretofore unless the parties agree to new evaluation processes. Faculty shall be evaluated in accordance with the Delaware Performance Appraisal System II unless changed as set forth in Section 2 or mandated by the Delaware Department of Education. Observations may not begin until students have been in attendance for five (5) full school days unless an Improvement Plan requires such observation. Observations must be completed before the last two (2) weeks of the school year. Additionally, observations will not occur the day before winter break or the day before spring break. Employees may suggest alternate or additional times for formal observations because of classroom activities.

Section 2. The parties agree to establish an Evaluation Committee. The purpose of the Evaluation Committee shall be to investigate and, if appropriate, recommend changes to the evaluation processes for faculty and staff. The Evaluation Committee shall be chaired by the Head of School. The School shall appoint two (2) additional members. The Association shall appoint three (3) members. The Evaluation Committee's first meeting shall take place within thirty (30) days following the effective date of this Agreement. The Evaluation Committee shall meet at least twice a year, unless the parties agree otherwise. The Evaluation Committee may establish subcommittees to work on and advise the Evaluation Committee on specific issues. Such subcommittees may include individuals who are not members of the Evaluation Committee. Any action or recommendation of the Evaluation Committee shall require a majority vote of the members of the Evaluation Committee and the approval by the Board and ratification by the membership of the Association.

Section 3. Process.

(a) Employees shall be given a copy of any written annual evaluation report at least forty-eight (48) hours prior to any conference held to discuss it. Employees must sign each evaluation report as an acknowledgment of receipt and indication that it has been read by the employee.

(b) An employee who chooses to respond to the evaluation must do so in writing within fifteen (15) days of receipt of the evaluation. The response shall be attached to the evaluation report and filed in the employee's personnel record.

(c) All evaluations shall be completed in a timely manner.

(d) It is understood by both parties that grievance disputes regarding evaluations are limited to procedural violations and shall not include content except to the extent that content is related to the procedural violation.

ARTICLE 32 DISCIPLINE

Section 1. No employee will be terminated or disciplined except for just cause. This Section shall not apply to the non-renewal of an employment agreement or as part of a reduction in force.

Section 2. Whenever possible, any such action shall be in private.

Section 3. Any employee placed on Administrative Leave, except as discussed in Section 4, shall receive full pay and benefits. If an investigation finds a suspension is warranted, and that suspension is not revoked through the grievance and arbitration process, an amount of pay equal to the number of days of said suspension shall be deducted from said employee's pay.

Section 4. In cases where the employee is the subject of criminal charges, the School may place the employee on administrative leave without pay after the charges have been formally filed. If the employee is exonerated of all charges and reinstated, back wages will be reimbursed.

ARTICLE 33 LEAVE

Section 1. Employees will be allotted sick, personal, and bereavement leave in accordance with 14 Del. C. § 1318.

Section 2. All other leaves shall be afforded in accordance with State of Delaware and federal laws.

Section 3. Requests for personal and/or vacation leave, to be taken adjacent to a holiday or on a critical school day must be pre-approved by the Head of School. Either a doctor's note or a written statement signed by the employee setting forth the reason for the absence must be submitted to the employee's Dean or direct supervisor within ten working days following the absence by any employee who chooses to take leave adjacent to a holiday or on a critical school day without prior approval by the Head of School. The Head of School will review and determine whether the absence is approved. Failure to provide the required documentation may result in the employee being docked their per diem rate for the time missed. The Head of School's decision regarding leave requests under this Section is final and is not subject to the grievance or arbitration processes set forth in Article 15 or Article 16.

Request Process: In the event of an emergency or special circumstance, the employee must email Head of Schools (HoS), copying their direct supervisor and the Human Resources Manager on the request. Upon HoS approval, the employee may take off with use of personal leave/vacation time. Special Circumstance requests must be sent to the HoS, Dean and HR Manager at least two weeks in advance of date requested. Each case is determined on individual merits based on circumstances.

As used in the Section, "holidays" shall mean holidays as defined in Article 34. "Critical school days" shall mean the first and last student school days of the year, student mid-term and final exam days, parent-teacher conferences, and professional development days.

As used in this Section "adjacent" shall mean the working days immediately preceding and/or following a holiday.

ARTICLE 34 HOLIDAYS

Section 1. The following are holidays with pay for twelve month employees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Monday following Easter
Juneteenth
Memorial Day

Any day proclaimed by the Governor, including a State of Emergency, and approved by the Head of School.

Section 2. If schools are scheduled to be in session on any of these dates, an alternate holiday shall be scheduled by mutual agreement. In such instance the original named holiday shall not be subject to premium pay.

Section 3. If the holiday falls on Saturday, Friday will be observed as the holiday. If the holiday falls on Sunday, Monday will be observed as the holiday. In the event that school is in session on Friday or Monday, the provision of Section 2 of this Article shall apply.

Section 4. Any employee who is required to work on any of the holidays listed in Section 1 of this Article, shall be paid his/her regular pay plus double time for the hours worked.

ARTICLE 35 VACATION

Section 1. Full-time twelve month employees are to be granted vacations with pay as follows:

Less than one year - 1 day per month to 12 days
One through eight years - 16 days
Nine years - 17 days
Ten years - 18 days
Eleven years - 19 days
Twelve years - 20 days
Thirteen years - 21 days
Fourteen years - 22 days
Fifteen years - 23 days
Twenty years - 24 days

Section 2. Part-time twelve month employees are to be granted vacation with pay as follows:

6 days per year

ARTICLE 36 JURY DUTY

Section 1. Employees shall be granted time off to serve on jury duty. The employee shall notify Human Resources at least five (5) days in advance of any request or subpoena to serve. Employees will receive their full salary for the hours served on jury duty and will not be required to remit any jury duty fees to the School. An employee shall keep the School informed as to the expected length. If released from jury duty during the employee's normal workday, the employee will contact their immediate supervisor to determine if they need to report to work.

ARTICLE 37 INCLEMENT WEATHER

Section 1. If schools are closed due to inclement weather, all Facilities and Custodians shall report as directed. If schools and offices are closed, Facilities and Custodians shall report as directed and will receive one (1) compensatory hour for each hour actually worked. Non-reports will be charged one (1) vacation day or salary deduct. Employees who are designated to work when a State of Emergency is declared by the Governor for New Castle County shall report and be compensated in accordance with the provisions of Article 34 (holidays). Non-reporting employees will receive a salary deduction. Odyssey Charter School will comply with all State Requirements regarding State of Emergency Declaration.

ARTICLE 38 CLASS SIZES

Section 1. The School and the Association agree that the student/teacher ratio is an important part of an effective educational program.

Section 2. The following criteria, among others, will be used to determine efficient class size:

- a. the capacity of the teaching facilities and number of adequate teaching stations and student stations in the room;
- b. the appropriateness of the room to the content of the course or purposes to be served and methods employed;
- c. the general conditions which affect the health, safety, and effective supervision of students;
- d. the availability of sufficient books, supplies, and equipment;
- e. the ability level of the students; and
- f. the number of students requiring supports and the amount of supports required.

Section 3. When, after October 1st of a school year, class size or range of student abilities and/or needs becomes excessive in the opinion of the teacher involved, the teacher is encouraged to call this to the attention of the building dean in writing. The building dean will meet with the teacher within five (5) school days to give reasons for the situation and to explore methods to resolve the situation.

Section 4. In the event the situation is not or cannot be resolved at the level of the building dean, the Association may within five (5) school days appeal the matter to the Head of School.

Section 5. If within ten (10) days of that appeal the situation is not or cannot be resolved at the level of Head of School or designee, the Association may make a written appeal to the Board of Directors seeking resolution of this situation. The Board after considering the situation will advise the Association in writing of its decision within 5 (five) business days following its next regularly scheduled meeting.

Section 6. The decision of the Board is final. The Board's decision under this Article is not subject to the Grievance or Arbitration procedures in Article 15 or Article 16.

ARTICLE 39 REASSIGNMENT AND TRANSFER

Section 1. Definitions:

- a. Voluntary Transfers – Shall be those transfers, requested by the employee, which take place between programs.
- b. Involuntary Transfers - Shall be those transfers, initiated by the School, to a posted vacancy caused by the elimination of a position, program change, or shift in enrollment.

- c. Regular Vacancy - A regular vacancy is a vacancy resulting from a previously occupied position or caused by the generation of increased State units, which the School has approved for hiring and which remains unfilled after the School has exercised its rights to reassign current staff within a program. The Board may decide that it does not wish to fill such a vacancy. A regular vacancy is filled by an employee on a regular contract.
- d. Temporary Vacancy - A temporary vacancy is a vacancy resulting from a leave of absence, teacher on special assignment, or from an opening that cannot be filled until on or after August 15th. A temporary vacancy may be filled by a current employee.
- e. New Position - A new position is a newly-created position within the School or an authorized additional position in the programs not recognized under State allotment.
- f. Reassignment - Any change in an employee's subject, grade, or room assignment within the same program, whether it is within or between seniority groups, is a reassignment.
- g. Unassigned Employees - Unassigned employees are employees who are displaced from their previously assigned positions as a result of declining pupil enrollment, program closings, educational program changes, involuntary transfer returns [as described in Section 4d of this Article], or adjustment in staff allocations.
- h. Program - Shall mean Grades K-2, Grades 3-5, Grades 6-8, Grades 9-12, and the Greek Program.
- i. Immersion Expansion - Any new Immersion classes added to the Greek Program.

Section 2. Voluntary Transfers

- a. Permanent or temporary employees may request a voluntary transfer. Permanent employees who have been unassigned/excessed shall also be allowed to participate in the voluntary transfer process. Employees on an improvement plan are not eligible to participate in the voluntary process.
- b. Employees who desire a transfer to another program or content area must file a transfer form with the human resources office. Such written form must be submitted by the end of the voluntary transfer application period to remain on file and be considered for the following transfer. Employees will only be allowed one transfer per year. Employees will have 24 hours not including weekends and holidays to respond to a notice of an opening of a request to position. Failure to accept three offers will cancel the voluntary transfer request for the year. Transfers shall be determined as listed in Section 3(b) of this Article.
- c. Transfer requests to a different content area will not be considered until all unassigned employees in that content area have been placed.

- d. Transfer requests to a position created by a temporary assignment will not be considered unless there is a position that fits the certification of the employee who is assigned. Transfers under this section will be made as soon as possible before July 1.
- e. Vacancies not filled by an internal candidate through the voluntary transfer process shall be opened to external candidates.
- f. Reasons will be given in writing to any employee denied a transfer request, upon written request for such information. Requests are to be directed to the Human Resources Department.
- g. The School determines the start date of the voluntary transfer. Start dates can begin the next school year.

Section 3. Vacancy Posting/Interviews

- a. Employees who would like to transfer to another program may submit their request for any posted vacancy within the School throughout the calendar year. All qualified employees, who meet the minimum job requirements, and who apply within the posted period shall be offered the opportunity to interview. The School reserves the right to offer an employee a permanent or temporary contract for a vacancy. All job postings shall be posted for a minimum of ten (10) workdays before the closing date of the posting. The School will send direct notice of postings via the School's email system to all current employees. All Job postings are posted internally only for the initial five (5) days the posting is activated. Job postings then open externally while also remaining open internally for an additional five (5) days.
- b. The written notice of vacancy shall contain:
 - type of vacancy
 - position description
 - program
 - anticipated starting date
 - minimum qualifications
 - reference current salary scale
- c. The description set forth for a particular position will not be substantively changed after posting. Any changes that must be made, will be made before the application deadline to the best of the School's ability or will be brought to the attention of the applicant before the interview.
- d. The following factors shall be considered by the Talent Acquisition Team, and no one factor outweighs the other: certification, qualifications, professional experience; systemwide balance; and other relevant factors. An employee shall be allowed one transfer per school year. A school year for transfer purposes is

identified by Teacher days in the current fiscal School year's approved calendar as specified in the CBA.

- e. Current employees must apply online via www.joindelawareschools.org to become part of the applicant pool for a position that becomes available and provide a current resume.

OVERALL PROCESS

1. School will communicate critical dates, requirements and timelines to all staff, via School email.
2. The current vacancy list will be posted on the School's shared drive on the same date the communication is issued.
3. Any new vacancies that come about thereafter will be posted within 48 business hours of known vacancy.
4. Applications will be accepted online for ten (10) business days from the posting activation date. Interviews will begin taking place two weeks after the posting's closing date, or the soonest reasonable time.

Section 4. Unassigned Employees

- a. Notice of "unassignment" shall be given to the employee upon knowledge of such unassignment.
- b. Unassigned employees shall be the least senior certificated employees in a program unless the sending or receiving program or human or physical resources utilization requires a particular employee's certification or qualifications.
- c. An unassigned employee shall be given a list of all known vacancies in the employee's seniority classification at the time the employee is declared unassigned. An unassigned employee may complete a voluntary transfer request at the time the employee is declared unassigned. An unassigned employee shall also complete a form listing the employee's preferences as to positions.
- d. Any administrator who is returning to a teaching position shall be considered unassigned, and be placed only after the voluntary transfer process has been completed or placed in a position for which there is no voluntary transfer request.

Section 5. Involuntary Transfer

- a. Notices of proposed involuntary transfer shall be given to an impacted employee, as soon as reasonably able upon knowledge of such transfer.
- b. An employee shall not be involuntarily transferred to a position outside their area of certification except in unusual circumstances. Specific reasons for such unusual

circumstances shall be explained to the employee upon request and reasonable timing allotted to obtain required certifications.

- c. Involuntarily transferred employees shall be the least senior certificated employees in a building/program unless the sending or receiving program or human or physical resources utilization requires a particular employee's certification or qualifications. An employee shall not be involuntarily transferred to other than existing vacancies except as organizational needs and legal requirements dictate.
- d. An involuntarily transferred employee shall be given the option to return to his/her former assignment (seniority classification and building) from which the employee was involuntarily transferred when that assignment becomes available if within 10 days of being involuntarily transferred the employee submits a written request to be returned.
- e. When an employee is involuntarily transferred or reassigned, he/she will have the opportunity to request a voluntary transfer per Section 2 of this Article.
- f. Rejecting a part-time position does not preclude the option of returning to a fulltime position should one become available.

Section 6. Reassignment

- a. In the event of a change of assignment in grade level or content area at the elementary level or content area at the secondary area, the dean shall meet with the employee and provide, in writing, the reason for the reassignment. If the employee deems the reassignment to be inappropriate, the employee shall immediately file a written statement with the Human Resources Manager. The Human Resources Manager shall expeditiously further investigate and provide a written response to the employee within five (5) business days. The reason(s) for such a change in assignment shall not be subject to the grievance procedure.
- b. If an employee requests the reasons for any change in his/her room assignment, the employee's dean shall meet with the employee and provide in writing the reason(s) for the change in room assignment. If the employee deems the room assignment to be inappropriate, the employee shall immediately file a written statement with the Human Resources Manager. The Human Resources Manager shall expeditiously further investigate and provide a written response to the employee within five (5) business days. The reason(s) for such a change in room assignment shall not be subject to the grievance procedure.
- c. Schedule assignment shall be done with consideration given to levels, number of new preparations and class size.
- d. Employees may indicate preferences in their subject matter, course, grade level, and room assignments in writing to the dean. All preferences requests shall be considered prior to the assignment of any employee within the building.

- e. An employee with an assignment outside of the classroom shall, prior to the end of the school year, have the right to contact the deans, and/or other administrators involved in developing the employee's schedule for the purpose of indicating preferences in the employee's schedule.

Section 7. Planned Matriculation of the Greek Program (not applicable to FLES)

Step 1 - By November 1st – An informational Q&A session will be held with the respective Deans, the HR Manager, and staff in all affected grade levels. This is the first step in the talent acquisition process.

Step 2 – HR issues a position interest letter to all affected grade levels with a one-week deadline to respond with interest in the position.

- If no interest emerges from the grade-level team(s), proceed to step 2a. If one candidate expresses interest from the affected grade level(s) the candidate is assigned the position and the School proceeds to Step Three (3).
- If multiple candidates emerge, interviews will occur with all individuals who meet minimum job qualifications as defined. Interviewees will be asked to submit responses to pre-interview questions.
- Talent Acquisition Process and official offer(s) will be completed by end of February, provided qualified internal candidates are identified.

Step 2a – If no interest emerges from affected grade levels, the position opens internally to all K-12 staff via the job posting board (currently Frontline). Job posting(s) will go live no later than December 20th.

- Position(s) are posted internally for two weeks.
- If only one qualified candidate emerges from the building level, the candidate is interviewed to determine the best fit for the position. If the offer is made and accepted, School proceeds to Step Three (3).
- If multiple qualified internal candidates apply, interviews will occur with all individuals who meet the minimum job qualifications as defined. Interviewees will be asked to submit responses to pre-interview questions.

Specifications for qualifying a candidate:

Candidates will be qualified based on the following criteria in the order listed:

- 1) Currently teaching the content, in the same grade level as the vacant position, with required certifications according to State of Delaware regulations.
- 2) Currently teaching the same content area at the School with required certifications according to the State of Delaware Regulations.

- 3) Currently teaching at the School with required certifications according to the State of Delaware Regulations, with preference given to anyone with prior experience teaching the subject.
- 4) Currently teaching at the School in the same grade level, is eligible to obtain required certifications, and agrees to do so within a specified time frame.
- 5) Currently teaching at the School in any grade K-12, is eligible to obtain required certifications, and agrees to do so within a specified time frame.
 - Talent Acquisition Process and official offer(s) will be completed by end of February, provided qualified internal candidates are identified.
 - If no qualified internal candidates emerge, the School will solicit applications from external candidates

Step 3 - *By the week before Spring Break* - Candidates and reassignments of positions are announced.

- Reassigned position occurs based on the best qualifications for open positions in the School.
- By the 3rd Friday in May, available positions will be announced in compliance with Article 19 or non-renewing first-year contracts.
- Reassigned positions are given a first choice of openings within the School as soon as they are known.
- Displaced positions are given a first choice from internal candidates to return to their previous position if it opens again in the following year.

ARTICLE 40 NO STRIKES/NO LOCKOUTS

Section 1. Employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the School's operations.

Section 2. The Association, its officers, agents, building representatives, stewards, members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the School's operations.

Section 3. **No Lockouts.** The School, its officers, agents, board of directors and representatives shall not lock out any employee.

ARTICLE 41 ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement.

Section 2. Therefore the parties agree that for the duration of this Agreement, neither party shall be obligated to reopen collective bargaining with respect to any subject or matter referred to, or not referred to herein, unless specifically required to do so by law or by the terms of this Agreement.

Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

ARTICLE 42 SEVERABILITY

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

ARTICLE 43 TERM OF AGREEMENT

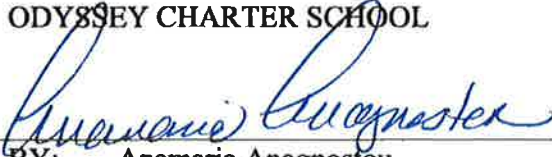
Section 1. The terms of this Agreement become effective July 1, 2023, and the duration of this Agreement shall extend through June 30, 2027 and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this section. In the event that either the Association or the School desire to negotiate a successor agreement, the party desiring to amend this Agreement shall notify the other, in writing by certified mail, between ninety (90) and one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such negotiations shall begin no later than ninety (90) days prior to the expiration date of this contract. This Agreement shall continue in full force and effect during the entire period of negotiations, effective date of expiration notwithstanding.

Section 2. Notwithstanding the provisions set forth in Section 1 of this Article, the School or Association may reopen this Agreement as follows:

(a) A party shall provide written notice to the other party between May 1, 2026, and June 1, 2026 of its desire to reopen this Agreement.

(b) A party seeking to reopen may designate a single Article in this Agreement to re-negotiate (other than Wages and Employment Contracts).

BOARD OF DIRECTORS OF THE
ODYSSEY CHARTER SCHOOL



BY: Anamaria Anagnostou
President

Dated: 4.19.2023

THE ODYSSEY CHARTER SCHOOL
EDUCATION ASSOCIATION, DSEA/NEA



BY: Kathleen Manley
President

Dated: 4-19-23

EPER Schedule
Appendix A

<i>min of 3 hr/mo</i>	<i>min of 5 hr/mo</i>	<i>min of 10 hr/mo</i>	<i>min of 12 hr/mo</i>
Monthly	Weekly	Weekly	CTSO/Program
Club/Program	Club/Program	Club/Program	Advisor
Advisor	Advisor	Advisor	
\$300	\$500	\$1,000	\$1,200

If there are more than 30 students in a club or program, two advisors is allowable to receive the full stipend

Class Advisor	Grades 9-11	\$1,300
Class Advisor	Grade 12	\$1,600

Team Leader (K-5) or Department Chair (6-12) - \$1,200
Department Chair (K-5) - \$500

OCS Mentor Coordinator - \$1,000
OCS Mentor (Experienced Teacher) - \$175
OCS Mentor (Novice Teacher) - \$325
Dept Chair/Team Leader - \$2,000 (Nursing and Counselor)
Restorative Justice Coordinator - \$600
HS After School Monitor - \$600
Coordinator - MS Activities - \$600
Coordinator of Web Support - \$1,000

Mandatory After School PD/Instructional EPER - \$30/hr
Non-instructional EPER (Late Bus Duty, Event Support, etc.) - \$23/hr
After School Curriculum Development - Per Diem Rate (Daily Hourly Rate)

*All EPER must be pre-approved

Position	High School Varsity Athletics			
	Years Experience at OCS			
	0	1	2	3
Athletic Director	6,000	6,300	6,615	6,946
Basketball (B & G)	4,350	4,568	4,796	5,036
Boys Baseball	4,000	4,200	4,410	4,631

EPER Schedule
Appendix A

Girls Softball	4,000	4,200	4,410	4,631
Soccer (B & G)	4,350	4,568	4,796	5,036
Lacrosse (B & G)	4,000	4,200	4,410	4,631
Field Hockey	4,000	4,200	4,410	4,631
Cross Country (B & G)	2,900	3,045	3,197	3,357
Track & Field (B & G)	3,500	3,675	3,859	4,052
Volleyball (B & G)	4,000	4,200	4,410	4,631
Wrestling	4,350	4,568	4,796	5,036
Cheerleading (Fall/Winter)	2,500	2,625	2,756	2,894

Pay scale for Assistant Coaches shall be 70% of the scale for Head Coach at the Assistant Coach's experience level.

All current coaches to begin at Step 0 beginning in SY2023-24

Position	High School Junior Varsity/Freshman Athletics Years Experience at OCS			
	0	1	2	3
Basketball (B & G)	2,000	2,100	2,205	2,315
Boys Baseball	2,000	2,100	2,205	2,315
Girls Softball	2,000	2,100	2,205	2,315
Soccer (B & G)	2,000	2,100	2,205	2,315
Lacrosse (B & G)	2,000	2,100	2,205	2,315
Field Hockey	2,000	2,100	2,205	2,315
Volleyball (B & G)	2,000	2,100	2,205	2,315
Wrestling	2,000	2,100	2,205	2,315
Cheerleading (Fall/Winter)	1,500	1,575	1,654	1,737

EPER Schedule
Appendix A

Pay scale for Assistant Coaches shall be 70% of the scale for Head Coach at the Assistant Coach's experience level.

All current coaches to begin at Step 0 beginning in SY2023-24

Position	Middle School Athletics			
	Years Experience at OCS			
	0	1	2	3
Athletic Director	3,400	3,570	3,749	3,936
Basketball (B & G)	2,000	2,100	2,205	2,315
Boys Baseball	2,000	2,100	2,205	2,315
Girls Softball	2,000	2,100	2,205	2,315
Soccer (B & G)	2,000	2,100	2,205	2,315
Lacrosse (B & G)	2,000	2,100	2,205	2,315
Field Hockey	2,000	2,100	2,205	2,315
Volleyball (B & G)	2,000	2,100	2,205	2,315
Wrestling	2,000	2,100	2,205	2,315
Cheerleading (Fall/Winter)	1,500	1,575	1,654	1,737

Pay scale for Assistant Coaches shall be 70% of the scale for Head Coach at the Assistant Coach's experience level.

All current coaches to begin at Step 0 beginning in SY2023-24

Position	Intramural Sports	
	Head Coach Stipend	Assistant Coach Stipend
Intramural Soccer	1,000	
Field Hockey Clinic	600	300
Archery Club	900	
Twirling	900	

EPER Schedule
Appendix A

Girls on the Run	900	
Heart and Sole	900	
Wrestling Club	1,200	1,000
Winter XC Intramural	450	450
Basketball	100	
Running/Walking Club	600	300

OCS Supplements – Faculty
Appendix B

Salary Scale Effective School Year 2023-2024

Step	Non Cert	Bachelors	Bachelors +15	Bachelors +30	Masters	Masters +15	Masters +30	Masters +45	Doctorate
1	8,736	11,657	11,786	12,115	12,539	13,245	14,936	15,780	16,909
2	9,578	11,976	12,254	12,815	13,101	14,088	15,774	16,624	17,749
3	10,705	12,960	13,245	13,805	14,088	15,212	16,902	17,749	18,875
4	11,549	13,943	14,224	14,794	15,072	16,341	18,028	18,875	20,001
5	12,676	14,930	15,212	15,774	16,055	17,465	19,155	20,001	21,125
6	13,805	15,915	16,202	16,763	17,044	18,594	20,281	21,125	22,254
7	14,930	16,902	17,184	17,749	18,028	19,716	21,410	22,254	23,384
8	16,055	17,889	18,171	18,734	19,019	20,848	22,533	23,384	24,508
9	16,902	18,875	19,155	19,716	20,001	21,974	23,661	24,508	25,632
10	17,749	19,862	20,149	20,708	20,988	23,098	24,787	25,632	26,761
11	18,594	20,848	21,125	21,695	21,974	24,223	25,918	26,761	27,886
12	19,716	21,974	22,254	22,817	23,661	25,918	27,606	28,456	29,579
13	20,848	23,098	23,384	23,947	25,354	27,606	29,298	30,144	31,269
14	21,974	24,223	24,508	25,070	27,041	29,298	30,989	31,835	32,963
15	23,098	25,354	25,632	26,199	28,736	30,989	32,676	33,525	34,648
16	23,661	26,904	27,188	28,045	31,402	33,600	34,762	35,358	36,340
17	23,661	26,904	27,188	28,045	31,402	33,600	34,762	35,358	36,340

Longevity of \$250 starting at Year 21 and an additional \$485 at Year 26

Salary Scale Effective School Year 2024-2025

**OCS Supplements – Faculty
Appendix B**

Step	Non Cert	Bachelors	Bachelors +15	Bachelors +30	Masters	Masters +15	Masters +30	Masters +45	Doctorate
1	9,129	12,182	12,316	12,660	13,103	13,841	15,608	16,490	17,670
2	10,009	12,515	12,805	13,392	13,691	14,722	16,484	17,372	18,548
3	11,187	13,543	13,841	14,426	14,722	15,897	17,663	18,548	19,724
4	12,069	14,570	14,864	15,460	15,750	17,076	18,839	19,724	20,901
5	13,246	15,602	15,897	16,484	16,777	18,251	20,017	20,901	22,076
6	14,426	16,631	16,931	17,517	17,811	19,431	21,194	22,076	23,255
7	15,602	17,663	17,957	18,548	18,839	20,603	22,373	23,255	24,436
8	16,777	18,694	18,989	19,577	19,875	21,786	23,547	24,436	25,611
9	17,663	19,724	20,017	20,603	20,901	22,963	24,726	25,611	26,785
10	18,548	20,756	21,056	21,640	21,932	24,137	25,902	26,785	27,965
11	19,431	21,786	22,076	22,671	22,963	25,313	27,084	27,965	29,141
12	20,603	22,963	23,255	23,844	24,726	27,084	28,848	29,737	30,910
13	21,786	24,137	24,436	25,025	26,495	28,848	30,616	31,500	32,676
14	22,963	25,313	25,611	26,198	28,258	30,616	32,384	33,268	34,446
15	24,137	26,495	26,785	27,378	30,029	32,384	34,146	35,034	36,207
16	24,726	28,115	28,411	29,307	32,815	35,112	36,326	36,949	37,975
17	24,726	28,115	28,411	29,307	32,815	35,112	36,326	36,949	37,975

Longevity of \$265 starting at Year 21 and an additional \$510 at year 26

Salary Scale Effective School Year 2025-2026

Step	Non Cert	Bachelors	Bachelors +15	Bachelors +30	Masters	Masters +15	Masters +30	Masters +45	Doctorate
1	9,357	12,487	12,624	12,977	13,431	14,187	15,998	16,902	18,112
2	10,259	12,828	13,125	13,727	14,033	15,090	16,896	17,806	19,012
3	11,467	13,882	14,187	14,787	15,090	16,294	18,105	19,012	20,217
4	12,371	14,934	15,236	15,847	16,144	17,503	19,310	20,217	21,424
5	13,577	15,992	16,294	16,896	17,196	18,707	20,517	21,424	22,628
6	14,787	17,047	17,354	17,955	18,256	19,917	21,724	22,628	23,836
7	15,992	18,105	18,406	19,012	19,310	21,118	22,932	23,836	25,047
8	17,196	19,161	19,464	20,066	20,372	22,331	24,136	25,047	26,251
9	18,105	20,217	20,517	21,118	21,424	23,537	25,344	26,251	27,455
10	19,012	21,275	21,582	22,181	22,480	24,740	26,550	27,455	28,664
11	19,917	22,331	22,628	23,238	23,537	25,946	27,761	28,664	29,870
12	21,118	23,537	23,836	24,440	25,344	27,761	29,569	30,480	31,683
13	22,331	24,740	25,047	25,651	27,157	29,569	31,381	32,288	33,493
14	23,537	25,946	26,251	26,853	28,964	31,381	33,194	34,100	35,307
15	24,740	27,157	27,455	28,062	30,780	33,194	35,000	35,910	37,112
16	25,344	28,818	29,121	30,040	33,635	35,990	37,234	37,873	38,924
17	25,344	28,818	29,121	30,040	33,635	35,990	37,234	37,873	38,924

Longevity of \$280 starting at Step 21 and an additional \$535 at Step 26

OCS Supplements – Faculty
Appendix B

Salary Scale Effective School Year 2026-2027

Step	Non Cert	Bachelors	Bachelors 15	Bachelors 30	Masters	Masters 15	Masters 30	Masters 45	Doctorate
1	9,591	12,799	12,940	13,301	13,767	14,542	16,398	17,325	18,565
2	10,515	13,149	13,453	14,070	14,384	15,467	17,318	18,251	19,487
3	11,754	14,229	14,542	15,157	15,467	16,701	18,558	19,487	20,722
4	12,680	15,307	15,617	16,243	16,548	17,941	19,793	20,722	21,960
5	13,916	16,392	16,701	17,318	17,626	19,175	21,030	21,960	23,194
6	15,157	17,473	17,788	18,404	18,712	20,415	22,267	23,194	24,432
7	16,392	18,558	18,866	19,487	19,793	21,646	23,505	24,432	25,673
8	17,626	19,640	19,951	20,568	20,881	22,889	24,739	25,673	26,907
9	18,558	20,722	21,030	21,646	21,960	24,125	25,978	26,907	28,141
10	19,487	21,807	22,122	22,736	23,042	25,359	27,214	28,141	29,381
11	20,415	22,889	23,194	23,819	24,125	26,595	28,455	29,381	30,617
12	21,646	24,125	24,432	25,051	25,978	28,455	30,308	31,242	32,475
13	22,889	25,359	25,673	26,292	27,836	30,308	32,166	33,095	34,330
14	24,125	26,595	26,907	27,524	29,688	32,166	34,024	34,953	36,190
15	25,359	27,836	28,141	28,764	31,550	34,024	35,875	36,808	38,040
16	25,978	29,538	29,849	30,791	34,476	36,890	38,165	38,820	39,897
17	25,978	29,538	29,849	30,791	34,476	36,890	38,165	38,820	39,897

Longevity of \$295 starting at Year 21 and an additional \$565 at Year 26

OCS Supplements – Paraprofessionals
Appendix C

Salary Scale Effective School Year 2023-2024

Step	Full-Time		Part-Time Hourly Rate	
	Noninstructional	Instructional	Noninstructional	Instructional
1	3,975	4,773	2.86	3.44
2	4,374	5,172	3.15	3.73
3	4,389	5,187	3.16	3.74
4	4,404	5,201	3.17	3.75
5	4,419	5,216	3.18	3.76
6	4,434	5,231	3.20	3.77
7	4,462	5,246	3.22	3.78
8	4,477	5,261	3.23	3.79
9	4,492	5,290	3.24	3.81
10	4,507	5,305	3.25	3.82
11	4,522	5,320	3.26	3.83
12	4,537	5,335	3.27	3.85
13	4,552	5,349	3.28	3.86
14	4,566	5,364	3.29	3.87
15	4,581	5,379	3.30	3.88
16	4,595	5,393	3.31	3.89

Longevity of \$250 starting at Step 21 and an additional \$485 at Step 26

Salary Scale Effective School Year 2024-2025

Step	Full-Time		Part-Time Hourly Rate	
	Noninstructional	Instructional	Noninstructional	Instructional
1	4,154	4,988	2.99	3.59
2	4,571	5,405	3.29	3.90
3	4,587	5,420	3.31	3.91
4	4,602	5,435	3.32	3.92
5	4,618	5,451	3.33	3.93
6	4,634	5,466	3.34	3.94
7	4,663	5,482	3.36	3.95
8	4,678	5,498	3.37	3.96
9	4,694	5,528	3.38	3.98
10	4,710	5,544	3.39	4.00
11	4,725	5,559	3.41	4.01
12	4,741	5,575	3.42	4.02
13	4,757	5,590	3.43	4.03
14	4,771	5,605	3.44	4.04
15	4,787	5,621	3.45	4.05
16	4,802	5,636	3.46	4.06

Longevity of \$265 starting at Year 21 and an additional \$510 at Year 26

OCS Supplements – Paraprofessionals
Appendix C

Salary Scale Effective School Year 2025-2026

Step	Full-Time		Part-Time Hourly Rate	
	Noninstructional	Instructional	Noninstructional	Instructional
1	4,258	5,113	3.07	3.69
2	4,685	5,540	3.38	3.99
3	4,702	5,556	3.39	4.00
4	4,717	5,571	3.40	4.02
5	4,733	5,587	3.41	4.03
6	4,750	5,603	3.42	4.04
7	4,780	5,619	3.45	4.05
8	4,795	5,635	3.46	4.06
9	4,811	5,666	3.47	4.08
10	4,828	5,683	3.48	4.10
11	4,843	5,698	3.49	4.11
12	4,860	5,714	3.50	4.12
13	4,876	5,730	3.51	4.13
14	4,890	5,745	3.52	4.14
15	4,907	5,762	3.54	4.15
16	4,922	5,777	3.55	4.16

Longevity of \$280 starting at Step 21 and an additional \$535 at Step 26

Salary Scale Effective School Year 2026-2027

Step	Full-Time		Part-Time Hourly Rate	
	Noninstructional	Instructional	Noninstructional	Instructional
1	4,364	5,241	3.15	3.78
2	4,802	5,679	3.46	4.09
3	4,820	5,695	3.47	4.10
4	4,835	5,710	3.48	4.12
5	4,851	5,727	3.50	4.13
6	4,869	5,743	3.51	4.14
7	4,900	5,759	3.53	4.15
8	4,915	5,776	3.54	4.16
9	4,931	5,808	3.55	4.19
10	4,949	5,825	3.57	4.20
11	4,964	5,840	3.58	4.21
12	4,982	5,857	3.59	4.22
13	4,998	5,873	3.60	4.23
14	5,012	5,889	3.61	4.24
15	5,030	5,906	3.63	4.26
16	5,045	5,921	3.64	4.27

Longevity of \$295 starting at Step 21 and an additional \$565 at Step 26

**OCS Supplements – Custodians and Facilities
Appendix D**

**Salary Scale Effective
School Year 2023-2024**

Step	Custodians		Facilities		
	Full-Time	Part-Time Hourly	Facilities 1	Facilities 2	Facilities 3
1	4,777	2.29	9,515	13,082	16,650
2	5,719	2.74	9,991	13,617	17,244
3	6,684	3.20	10,463	14,151	17,839
4	7,648	3.66	10,938	14,684	18,431
5	8,590	4.11	11,418	15,222	19,027
6	9,555	4.58	11,893	15,756	19,620
7	10,037	4.81	12,370	16,292	20,214
8	10,496	5.03	12,846	16,827	20,808
9	10,979	5.26	13,318	17,361	21,405
10	11,461	5.49	13,796	17,900	22,003
11	11,943	5.72	14,267	18,433	22,598
12	12,426	5.95	14,738	18,965	23,192
13	12,885	6.17	15,210	19,498	23,786
14	13,367	6.40	15,679	20,030	24,382
15	13,482	6.46	15,797	20,148	24,499
16	13,735	6.58	16,039	20,390	24,741

Longevity of \$250 starting at Step 21 and an additional \$485 at Step 26
Lead Custodian - Additional \$400

OCS Supplements – Custodians and Facilities
Appendix D

Salary Scale Effective School Year 2024-2025

Step	Full-Time	Custodians	Facilities		
		Part-Time Hourly	Facilities 1	Facilities 2	Facilities 3
1	5,016	2.40	9,991	13,736	17,483
2	6,005	2.88	10,491	14,298	18,106
3	7,018	3.36	10,986	14,859	18,731
4	8,030	3.84	11,485	15,418	19,353
5	9,020	4.32	11,989	15,983	19,978
6	10,033	4.81	12,488	16,544	20,601
7	10,539	5.05	12,989	17,107	21,225
8	11,021	5.28	13,488	17,668	21,848
9	11,528	5.52	13,984	18,229	22,475
10	12,034	5.76	14,486	18,795	23,103
11	12,540	6.01	14,980	19,355	23,728
12	13,047	6.25	15,475	19,913	24,352
13	13,529	6.48	15,971	20,473	24,975
14	14,035	6.72	16,463	21,032	25,601
15	14,156	6.78	16,587	21,155	25,724
16	14,422	6.91	16,841	21,410	25,978

Longevity of \$265 starting at Step 21 and an additional \$510 at Step
26 Lead Custodian - Additional \$400

OCS Supplements – Custodians and Facilities
Appendix D

Salary Scale Effective School Year 2025-2026

Step	Custodians		Facilities		
	Full-Time	Part-Time Hourly	Facilities 1	Facilities 2	Facilities 3
1	5,166	2.47	10,291	14,148	18,007
2	6,185	2.97	10,806	14,727	18,649
3	7,229	3.46	11,316	15,305	19,293
4	8,271	3.96	11,830	15,881	19,934
5	9,291	4.45	12,349	16,462	20,577
6	10,334	4.95	12,863	17,040	21,219
7	10,855	5.20	13,379	17,620	21,862
8	11,352	5.44	13,893	18,198	22,503
9	11,874	5.69	14,404	18,776	23,149
10	12,395	5.93	14,921	19,359	23,796
11	12,916	6.19	15,429	19,936	24,440
12	13,438	6.44	15,939	20,510	25,083
13	13,935	6.67	16,450	21,087	25,724
14	14,456	6.92	16,957	21,663	26,369
15	14,581	6.98	17,085	21,790	26,496
16	14,855	7.12	17,346	22,052	26,757

Longevity of \$280 starting at Step 21 and an additional \$535 at Step 26

Lead Custodian - Additional \$400

OCS Supplements – Custodians and Facilities
Appendix D

Salary Scale Effective School Year 2026-2027

Step	Custodians		Facilities		
	Full-Time	Part-Time Hourly	Facilities 1	Facilities 2	Facilities 3
1	5,321	2.54	10,600	14,572	18,547
2	6,371	3.06	11,130	15,169	19,208
3	7,446	3.56	11,655	15,764	19,872
4	8,519	4.08	12,185	16,357	20,532
5	9,570	4.58	12,719	16,956	21,194
6	10,644	5.10	13,249	17,551	21,856
7	11,181	5.36	13,780	18,149	22,518
8	11,693	5.60	14,310	18,744	23,178
9	12,230	5.86	14,836	19,339	23,843
10	12,767	6.11	15,369	19,940	24,510
11	13,303	6.38	15,892	20,534	25,173
12	13,841	6.63	16,417	21,125	25,835
13	14,353	6.87	16,944	21,720	26,496
14	14,890	7.13	17,466	22,313	27,160
15	15,018	7.19	17,598	22,444	27,291
16	15,301	7.33	17,866	22,714	27,560

Longevity of \$295 starting at Step 21 and an additional \$565 at Step 26

Lead Custodian - Additional \$400