

RESOLUTION # 2023-003

**Resolution of the Oakland School for the Arts Board of Directors Approving
Appointment of and Employment Terms for Mike Oznowicz as Executive Director
Effective March 1, 2023**

WHEREAS, Mike Oznowicz is currently serving with distinction as the Interim Executive Director (ED) of Oakland School for the Arts (“OSA”); and

WHEREAS, based on that service the Oakland School for the Arts Board of Directors (“Board”) determined it is in OSA’s best interests to employ Mr. Oznowicz as OSA’s non-interim ED; and

WHEREAS, to determine the range of appropriate compensation and benefits for OSA’s non-interim ED position the Board reviewed comparability data including the compensation and benefits received by EDs, Heads of School, Superintendents, and CEOs at charter school education organizations in the local region with a similar structure and budget to OSA; and

WHEREAS, said comparability data was drawn from current job postings, and from publicly available Form 990s for organizations who are not currently recruiting (with the understanding that the most recent year for which such data is available is 2020), as summarized in **ATTACHMENT 1**; and

WHEREAS, the Board has determined that entering into a multi-year contract for an annual (July 1 to June 30) salary of \$220,000, plus a \$20,000 signing bonus and eligibility for annual bonuses in each year based on specific criteria ranging from up to 5% in the first full school year and increasing to up to 15% in the final full school year, 20 days of annual vacation, and other benefits provided to other non-represented OSA employees, is consistent with market data and constitutes just and reasonable compensation for Mr. Oznowicz; and

WHEREAS, subject to adoption by the Board, OSA and Mr. Oznowicz have agreed to a 40-month employment contract containing the foregoing financial and other employment terms, including a provision of up to three (3) months’ notice or severance pay in the event of a not-for-cause termination:

NOW, THEREFORE, BE IT RESOLVED:

1. The Board approves the appointment of Mike Oznowicz as ED effective March 1, 2023.
2. The Board approves the salary and benefits offered to Mr. Oznowicz as just and reasonable compensation.
3. The Board approves the offer of employment, attached hereto as **ATTACHMENT 2**, between OSA and Mr. Oznowicz, for the term March 1, 2023, through June 30, 2026, subject to the conditions set forth therein.

PASSED AND ADOPTED THIS 23rd day of February, 2023, by the Oakland School for the Arts Governing Board.

Ayes _____ Absent _____

Noes _____ Passed _____

Josefina Alvarado Mena
Chair, Board of Directors

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ATTACHMENT 1 (Comparability Data)

Summary of Compensation Comparability Data (OSA Non-Interim ED)

Institution	Title	Salary-Low	Salary-Mid	Salary-High	Data Source	Source Year	Annual Budget (Millions)	
East Bay Innovation Academy	Executive Director	\$134,000.00	\$134,000.00	\$134,000.00	990	2020	\$6.84	
New School for San Francisco	Head of School	\$157,000.00	\$157,000.00	\$157,000.00	990	2020	\$4.98	
Lighthouse Charter School	CEO	\$178,000.00	\$178,000.00	\$178,000.00	990	2020	\$20.02	
Oakland Military Institute	Super.	\$198,000.00	\$198,000.00	\$198,000.00	990	2020	\$11.90	
Aspire Public Schools	Bay Area Executive Director	\$190,000.00	\$205,000.00	\$220,000.00	Open JD	2023	\$227.00	(National number)
Yu Ming Charter School	CEO	\$210,000.00	\$220,000.00	\$230,000.00	Open JD	2023	\$6.60	
Envision Education	CEO	\$240,000.00	\$257,500.00	\$275,000.00	Open JD	2023	\$21.00	(3 schools bay area)
	<i>Average (All)</i>	<i>\$186,714.29</i>	<i>\$192,785.71</i>	<i>\$198,857.14</i>				
	<i>Median (All)</i>	<i>\$190,000.00</i>	<i>\$198,000.00</i>	<i>\$198,000.00</i>				
	<i>Average (Open Job Descriptions Only)</i>	<i>\$213,333.33</i>	<i>\$227,500.00</i>	<i>\$241,666.67</i>				
	<i>Median (Open Job Descriptions Only)</i>	<i>\$210,000.00</i>	<i>\$220,000.00</i>	<i>\$230,000.00</i>				

**Charter School Employment Agreement
Between
OAKLAND SCHOOL FOR THE ARTS & MIKE OZNOWICZ**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between Mike Oznowicz (“Employee”) and the Governing Board (“Board”) of the Oakland School for the Arts (“OSA” or “Charter School”), a California public charter school approved by the Oakland Unified School District (the “District”). The Board desires to hire employees who will assist OSA in achieving the goals and meeting the requirements of OSA’s charter, and implementing OSA’s purposes, policies and procedures. The parties recognize that OSA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, OSA and the Employee wish to enter into an employment condition under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. OSA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600 *et seq.* OSA has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, OSA has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, OSA is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of OSA, and the employee signing below expressly recognizes that they are being employed by OSA and not the District.
3. Pursuant to Education Code section 47610, OSA must comply with all provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. OSA shall be deemed the exclusive public school employer of the employees at OSA for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Position.** OSA hereby employs Employee as Executive Director, subject to the terms and conditions of this Agreement.
2. **Term.** OSA hereby employs Employee for a fixed term, subject to the terms and conditions set forth below. The term of this Agreement shall be for 40 months (three years and four months), from March 1, 2023, through June 30, 2026, unless otherwise terminated in accordance with Section C below.
3. **Duties and Responsibilities.** As Executive Director, Employee shall perform such duties as OSA may reasonably assign, and in accordance with: (1) all applicable laws; (2) the Charter School’s charter and any applicable Memoranda of Understanding (“MOUs”); (3) all of OSA’s policies and procedures as adopted and amended from time to time; and (4) directions of the Board. The Executive Director, under the general direction of the Board, shall be the general manager of

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the Charter School and shall supervise and control the school's activities, affairs, and employees. The responsibilities of the Executive Director shall include:

- Leadership and accountability for the success and quality of the academic program
- Leadership and accountability for the success and quality of the artistic program
- Management of principals and other school-based administrative personnel
- Oversight for the school's financial planning and fiscal health
- Management of Board relationships, communications and reporting
- Engagement of parents, family member and other key community partners in the education and training of OSA's students
- Maintenance of relationships with officials in the District and other public agencies
- Oversight of compliance, contracts, HR/personnel concerns, facilities, and other internal operations
- Supporting and developing administrators and other senior leaders
- Maintaining OSA's status as a pre-eminent arts school and its stature in the local community
- Serving as a model for ethics, integrity and honesty in all dealings with internal and external stakeholders
- Leading the implementation of the school's strategic plan
- Fulfilling all other duties or assignments as needed in order to best serve OSA's students

These duties and responsibilities may be amended or modified from time to time in the sole discretion of the OSA Board.

4. **Duty Days.** Executive Director is a full-time, 12-month FLSA-exempt position. As Executive Director, Employee is generally expected to be available at OSA on all business days year-round, during the school's regular hours, except for state and federal holidays listed in the employee handbook and paid vacation and sick days. The duties of the position may, however, also require work on weekends and before and after regular school hours.
5. **Compensation**
 - a. **Salary.** The gross annual salary basis for this position shall be \$220,000, subject to payroll deductions and all regular withholdings, and shall be paid in twenty-four (24) semi-monthly installments. Employee understands that the Executive Director position is a management position requiring them to spend the majority of their time managing and directing the work of OSA's Staff, and is thus exempt from the overtime requirements of applicable laws.
 - b. **Signing Bonus.** Employee will be eligible for a one-time signing bonus of \$20,000, payable on the pay date for the first full pay period after the effective date of this contract. If Employee leaves their position for any reason prior to January 1, 2024, the bonus shall be paid back to OSA.

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c. Annual Bonus Potential.

1. Employee shall be eligible to receive annual bonuses for the 2023/24, 2024/25 and 2025/26 school years subject to the other terms and conditions set forth below.
2. The maximum bonus Employee may receive for each full school year included within the term of this Agreement shall be:
 1. 5% of their gross annual salary basis for 2023/24.
 2. 10% of their gross annual salary basis for 2024/25.
 3. 15% of their gross annual salary basis for 2025/26
3. The Board shall deliberate and determine the amount of any bonus due to Employee at the May Board meeting during the relevant school year.
4. The Board's determination shall be based on Employee's satisfaction of specific criteria and goals associated with the duties and responsibilities outlined in Section B.3 herein, and that shall be developed and communicated in advance of each school year in which a bonus may be earned.

6. Benefits.

- a. **Health/Retirement Benefits.** Employee shall be afforded such health, dental, vision, life, disability and other benefits of employment as shall be granted to OSA's other non-represented certificated employees, including entitlement to participation in STRS. Employee shall be responsible for their share of employee contributions for health and other benefits under the same terms as other non-represented certificated employees. At this time, OSA does not make an annual contribution to any employee voluntary retirement plan.
- b. **Paid Sick Time.** Employee shall be entitled to accrue and utilize sick leave on the same terms as other OSA full-time year-round employees in Staff Division positions.
- c. **Vacation Time.** Employee shall be awarded 160 hours of paid vacation leave accrual on August 1 of each school year, provided however that their accrued balance may not in any event exceed 240 hours of paid vacation. If Employee's accrued vacation balance as of July 31 is such that awarding 160 hours of paid vacation would cause them to exceed the 240 hour accrual cap, they shall only accrue the hours required to reach that cap.

- 7. Performance Evaluation.** Employee shall report directly to the Board, which shall evaluate the performance of Employee at least once annually and may also evaluate and discuss the performance of the Employee at any other time during the term of this Agreement. The evaluation shall be based on the job description and any performance objectives defined in this Agreement or subsequently established by the Board. If applicable, the evaluation shall include recommendations as to areas of improvement.

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A copy of the written evaluation will ordinarily be delivered to Employee, who shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board or its designee shall meet with Employee to discuss the evaluation. Failure to evaluate Employee shall not impair the Board's ability to release Employee with or without cause as outlined in Section C below.

- 8. Employee Rights.** Unless otherwise stated herein, Employee shall comply with and enforce all policies, including personnel policies, confidentiality policies and intellectual property agreements as may be adopted from time to time by OSA. Employee's employment rights and benefits for employment at OSA shall only be as specified in this Agreement, OSA's Charter, the Charter Schools Act, and OSA's policies including but not limited to the provisions of the OSA Employee Handbook, which from time to time may be amended and modified by OSA. Employment rights and benefits may also be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with OSA.
- 9. Licensure.** Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.
- 10. Duty to Report Known or Reasonably Suspected Child Abuse.** California Penal Code § 11166 requires any mandated reporter who "in the mandated reporter's professional capacity or within the scope of the mandated reporter's employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect" to "make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written followup report within 36 hours of receiving the information concerning the incident." By executing this Agreement, Employee acknowledges that they are a mandated reporter and is certifying that they have knowledge of Penal Code § 11166 and will comply with those provisions.
- 11. Fingerprinting/TB Clearance.** Employee understands that employment is contingent upon verification and maintenance of any applicable fingerprinting and TB clearance.
- 12. Conflicts of Interest.** Employee understands that, while employed at OSA, they shall have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts of employment, or engage in any consultant or independent contractor relationship, with any other entity, agency or school that will in any way conflict or potentially conflict with their employment with OSA.
- 13. Outside Professional Activities.** Upon obtaining prior written approval of the Board, Employee may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking, and writing, so long as such outside professional activities do not, in the sole judgment of the Board, interfere with the Executive Director's performance of his duties or cause an actual or perceived conflict of interest. Any outside professional activities unrelated to OSA

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shall not occur during normal working hours. In no event will the Charter School be responsible for any expenses attendant to the performance of such outside activities. Unless approved by the Board, Executive agrees that he will not use any Charter School property, including intellectual property, in the performance of such outside professional activities. Executive understands that failure to abide by the terms of this Paragraph 9 will constitute “Cause” for termination as set forth in Paragraph C.1

- 14. Expense Reimbursement.** OSA shall reimburse Employee for all documented actual, reasonable and necessary expenses personally incurred within the scope of their employment in accordance with applicable OSA policy and authorization. Employee shall submit any expenses for reimbursement within one (1) month after having incurred the expense.
- 15. Required Contract Provisions.** The following provisions are required to be included in this Agreement by the California Government Code:
 - a. Limitations on Cash Settlement.** In no case upon termination of this Agreement shall any cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
 - b. Government Code Section 52343-53243.4 Requirements.** Pursuant to Government Code sections 52343-53243.4, if Employee is convicted of a crime involving abuse of office or position they are required to repay monies paid by OSA for: (a) any paid leave salary conferred during an investigation into the allegations, (b) any legal criminal defense costs, and (c) any cash settlement related to termination based on abuse of office or position. “Abuse of office or position” means: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation under color of authority, and (b) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code. Employee agrees that they will make any of the above listed repayments, as applicable, in the event of a conviction for a crime involving abuse of office or position.

C. TERMINATION OF CONTRACT

- 1. Discipline and/or Termination for Cause.** OSA may terminate Employee’s status as Executive Director and all of Employee’s rights under this Agreement at any time for cause. In addition, the Executive Director may be disciplined (e.g., reprimand, suspension without pay) for cause during the term of the Agreement. “Cause” includes, but is not limited to, Employee’s failure to perform their responsibilities as set forth in this Agreement, as defined by law, or as specified in the Executive Director job description. The Board will not terminate this Agreement pursuant to this paragraph (a) until a written statement of the grounds of termination has first been served upon Employee. In such cases, Employee shall have the right to have a representative of his choice at his cost at a conference with the Board, and that conference with the Board shall be Employee’s exclusive right to any hearing.
- 2. Early Termination Without Cause.** During the term of this Agreement, the Board may unilaterally and without cause terminate this Agreement and Employee’s status as Executive Director by providing Employee with notice of termination. In

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consideration of the Board's right to terminate this Agreement without Cause, OSA shall pay to Employee their current salary for the remainder of the term of this Agreement or for a period of three (3) calendar months following the effective date of termination, whichever is less. If OSA exercises its right to terminate under this provision, there shall be no severance due or owing to Employee; however, OSA may elect to provide severance in lieu of notice. Employee may be required to sign a Release of Claims in exchange for any severance payment.

3. **Termination by Employee.** During the term of this Agreement, Employee may resign his employment at any time by providing the Board with at least thirty (30) days' written notice. The Board may, in its sole discretion, terminate this Agreement at any time after notice has been given, provided however that OSA shall pay the Executive Director their full regular salary for the thirty (30) day notice period.
4. **Termination by Death or Disability.** In the event of Employee's death or disability during the term of this Agreement, it shall be terminated. For purposes of this Agreement, "disability" shall be defined as inability to perform the duties of Executive Director in an effective manner due to a medical condition for a minimum of three (3) consecutive months. In either event, Employee or Employee's designated beneficiary will not be entitled to any further compensation or benefits under this Agreement, except, in the event of disability, you will receive all benefits to which you are entitled pursuant to any disability insurance plan then in effect.
5. **Expiration of the Agreement.** This Agreement will expire by its own terms on June 30, 2026. The Board may, in its sole discretion, offer to renew or extend the Agreement for any specified term. Should Employee continue to work for the Charter School after June 30, 2026 without a written agreement, they will be employed at-will and may be terminated at any time with or without cause.
6. **Charter Revocation or Non-Renewal.** Notwithstanding any other provision of this Agreement, in the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach.** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
2. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be governed by, construed, and enforced in accordance with the laws of the State of California.
3. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
4. **Assignment.** The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that

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this agreement will not be assignable by either party without prior written consent of the other party.

- 5. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties indicating their intent to modify this Agreement.
- 6. **Arbitration.** All disputes of a legal nature between Employee and OSA, its officers, trustees, employees, or any other agent of OSA, shall be adjudicated only by final and binding arbitration under California law, and not in Court. This includes the validity of this agreement for arbitration. This agreement shall be applied and interpreted so that it complies with legal standards for fairness in arbitration.
- 7. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof shall continue in full force and effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

- 1. I have read this Agreement and accept employment with OSA on the terms specified herein.
- 2. All information I have provided to OSA related to my employment is true and accurate.
- 3. I have reviewed a copy of the current job description.
- 4. This is the entire agreement between OSA and myself regarding the terms and conditions of my employment. This is a final a complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date _____
Mike Oznowicz

OSA Approval:

Dated: _____
Josefina Alvarado Mena, Board Chair

***This Employment Agreement is subject to ratification
and approval by the Governing Board of OSA.***