



**Board of Directors Regular Meeting Agenda  
Oakland School For The Arts**

**March 30, 2023,  
5:00 pm**

**Meeting Location**  
530 18th St. Rm. 302  
Oakland, Ca. 94612

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**Board of Directors:**

Josefina Alvarado Mena, <i>Chair</i>	Dewayne Walton
Amy Omand	Wei-Ling Huber
Jason Reimann	Sorrel Raino-Tsui
Safia Fasah	Isaac Abid
Karol Suarez, Students of Color Rep.	William Truong, Student Rep.

**School Staff**

Mike Oz, Executive Director  
 Steve Borg, Director of Advancement  
 Juju Williams, Operations and Compliance Mngr

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**Oakland School for the Arts  
 Board of Directors Meeting Agenda  
 March 30, 2023, 5:00 pm**

TOPIC	WHO
<ul style="list-style-type: none"> <li>● Call to order</li> <li>● Establishment of Quorum</li> <li>● Meeting Norms</li> <li>● Land Acknowledgment</li> </ul>	Josefina Alvarado Mena
<ul style="list-style-type: none"> <li>● Public Comment on Non Agenda Items <i>(not to exceed 5 minutes)</i></li> </ul> <p><i>Members of the public may request to speak on items related to school business. The board is not able to respond to public comment on non-agenda items.</i></p>	Josefina Alvarado Mena
<p>Student Report</p> <ul style="list-style-type: none"> <li>● Public Comment</li> <li>● Board Discussion</li> </ul>	William Truong Karol Suarez
<p>CLOSED SESSION</p> <ol style="list-style-type: none"> <li>1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Gov. Code Section 54956.9(d)(2)): One Matter</li> <li>2. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code section 54957.6): Agency designated representative: Justin Otto Sceva; Employee Organization: COSATS</li> </ol>	
<ul style="list-style-type: none"> <li>● Reestablish Quorum</li> <li>● Report out on Actions Taken in Closed Session; as applicable</li> </ul>	Josefina Alvarado Mena

OSA is fully ADA accessible. Anyone requesting accommodation should contact Juju Williams, [jwilliams@oakarts.org](mailto:jwilliams@oakarts.org) or 510-873-8800 at least 72 hours prior to the meeting. Members of the public may address the Board of Directors on any topic relevant to OSA. In order to hear from as many voices as possible, the Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. OSA reserves the right to limit the number of speakers. All listed times are approximate. Agendas and materials may be viewed at [www.oakarts.org](http://www.oakarts.org) or in Room 238, 530 18<sup>th</sup> Street, Oakland, CA 94612 during normal school hours.

<p>Consent Agenda</p> <ul style="list-style-type: none"> <li>● Approve New Meeting/Committee Schedule</li> <li>● Approval of Board Minutes 2/23</li> <li>● Approve Addition of Secondary Bank Account at Chase</li> <li>● Resolution to Approve Implementation of Supplemental COVID Leave Benefit No. <u>2023-004</u></li> <li>● Resolution to Approve Document Retention and Destruction Policy No. <u>2023-005</u></li> </ul>	<p>Josefina Alvarado Mena</p>
<p>COSATS Report</p> <ul style="list-style-type: none"> <li>● Public Comment</li> <li>● Board Discussion</li> </ul>	<p>COSATS Rep</p>
<p>Discussion and possible action authorizing the Board Chair to enter into a Retention Agreement with Sloan Sakai Yeung &amp; Wong, LLP to serve as General Counsel for Oakland School for the Arts</p> <ul style="list-style-type: none"> <li>● Public Comment</li> <li>● Board Discussion</li> </ul>	<p>Josefina Alvarado Mena</p>
<p>Discussion of Proposed Amendments to OSA By-Laws</p> <ul style="list-style-type: none"> <li>● Public Comment</li> <li>● Board Discussion</li> </ul>	<p>Jason Reimann</p>
<p>Dismissal</p>	<p>Josefina Alvarado Mena</p>

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## Meeting Norms

- The Board recognizes the importance of all stakeholder voices at OSA. Collaboration and community are essential to the viability of our school.
- The purpose of this meeting is for our board of directors to meet with each other and conduct school business, as well as to receive input from the school staff and the community via public comment.
- Public comment may be made on topics that relate to the school. After hearing a report, members of the public have the opportunity to offer comments in a designated time prior to the board discussion of that agenda item. Outside of public comment, members of the public are also welcome to observe the meeting.
- During virtual meetings, please use the raise hand function to make public comment. If you cannot use the raise hand function you can sign up for public comment in the chat. We want to be sure to see all the sign ups so keeping the chat clear when public comment signups are being called for is appreciated. You may sign up for public comment at any time prior to the conclusion of public comment for that agenda item. You do not need to wait for public comment to be called to sign up, and may sign up for public comment during the presentation of the report or at any time prior. You are not required to include your name with the comment. If you wish to remain anonymous, for ease of identifying speakers, please provide a unique, and appropriate, pseudonym.
- To protect student and employee privacy, please refrain from using the name or any information that could imply the identity of any student or employee.
- the Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. To be sure of hearing from a variety of people, minutes may not be transferred to other speakers.
- The board cannot respond to public comment on non-agenda items. This does not mean the board is not listening.
- Staff will do our best to respond to chat comments throughout the meeting but may not be able to respond to every single one. To be sure your comments are heard by board members, please sign up for public comment. If the comment thread becomes harassing or abusive or includes any information that could imply the identity of any student or employee, staff reserves the right to turn off the chat feature at its discretion.

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- We strive to be a learning community that learns from each other. We are also a community comprised of people who care very deeply about the school. We recognize that all voices are not treated equally in our society but aim to value and respect all voices equally in this forum. We may have different ideas of how to achieve goals, and we may feel passionately about our points of view. This needs to be a safe space for a variety of opinions. Finally, we address each other in a respectful manner to foster collaboration, build community, and to model good citizenship to our students.
- For clarification on the recording, board members should please state their names prior to speaking.
- The meeting is being recorded and the audio is posted on the school website.

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## **OSA Land Acknowledgement**

OSA is situated on Huichin, the unceded territories of the Chochenyo-speaking Lisjan Ohlone peoples, who have lived upon this land since the beginning of time. Indigenous peoples-- in California, the Americas, and around the world--are still here.

OSA recognizes the historic genocide and ethnic cleansing inflicted upon Indigenous peoples in California and the Americas, including their forced removal from ancestral lands, and the deliberate and systematic destruction of their communities and culture. These conditions are ongoing and Indigenous people have been fighting against cultural erasure and for their sovereignty since the beginning of colonization.

To this end, we as a community strive to honor the Indigenous members of our community, uplift their voices and contributions to arts and culture, center Indigenous peoples' worldviews in our classrooms, and support Indigenous sovereignty everywhere.

This land acknowledgement is a small act in supporting Indigenous communities and centering the Justice, Equity, Diversity, and Inclusion work within the Oakland School for the Arts. Solidarity with Indigenous nations can include:

- 1) Donating time and money to Indigenous-led organizations;
- 2) Amplifying the voices of Indigenous people leading grassroots change movements; and
- 3) Returning land.

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March 23, 2023

Josefina Alvarado Mena  
Chair, Board of Directors  
Oakland School for the Arts  
530 18th Street  
Oakland, CA 94612

Mike Ozkowicz  
Executive Director  
Oakland School for the Arts  
530 18th Street  
Oakland, CA 94612

**Re: Engagement of Legal Services as General Counsel**

Dear Josefina and Mike:

This letter describes the terms governing the relationship between Oakland School for the Arts (“OSA”) and Sloan Sakai Yeung & Wong LLP (“SSYW” or “Firm”), which OSA is retaining to serve as OSA’s General Counsel. It supersedes and replaces our previous retention agreement for labor law services dated February 20, 2020, including all subsequent addendums and supplements to that agreement. We appreciate the opportunity to serve as OSA’s lawyers and look forward to working with you in this process.

This letter is an agreement concerning the legal services we will provide. It describes our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

- 1. Scope of Engagement.** We will act as OSA’s General Counsel, and will provide advice, representation and training regarding labor and employment law matters (including continuing to act as Chief Negotiator in labor negotiations), nonprofit governance, Brown Act and Political Reform Act Requirements, Public Records Act requests, and related litigation as necessary. We will also provide legal services and advice on additional matters you request of us, provided we agree to perform that additional work (in such cases, a letter confirming such additional work shall bring such work within the scope of this agreement). In cases where OSA chooses to retain Special Counsel and/or our firm is unable to itself provide specific requested legal services, we will advise OSA on the retention of, and coordinate and cooperate with, other appropriate counsel.
- 2. Fees and Personnel.** As compensation for our services, our fees will be based on our current standard public sector and non-profit billing rate for the personnel performing services under this agreement at the time such services are rendered. I will be the Partner assigned to your matters, but your primary contact and liaison for legal services at the Firm will be Justin Otto Sceva, whose current hourly rate is \$350 per hour. Mr. Sceva will also continue to serve as Chief Negotiator in OSA’s ongoing labor negotiations. When other attorneys, paralegals, or

# Sloan Sakai

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Josefina Alvarado Mena and Mike Ozkowicz

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assistants are assigned to work on your matter, then current hourly rates of those individuals will be utilized; the current public sector and non-profit rates for the firm's categories of attorneys, paralegals and legal assistants appear at Attachment 1. Hourly rates are subject to reasonable change, usually in January of each year.

3. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.
4. **Costs.** The Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.
5. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. **Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.



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7. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
8. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
9. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
10. **Use of “Of Counsel” Independent Contractors.** Our firm maintains agreements with experienced “Of Counsel” attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW’s use of Of Counsel attorneys, if necessary for your representation.
11. **Document Retention/Destruction.** SSYW is endeavoring to be a “paperless” law firm. To that goal, the Firm attempts to minimize the generation and retention of documents. As a general rule, the Firm does not keep “hard” copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained on the firm’s network system. If you would like to have hard copies of documents forwarded to you please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time.

Once our representation ends for any particular matter, the Firm’s policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of the Firm’s records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

Sincerely,

Tim Yeung

Enclosures

# Sloan Sakai

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cc: Billing Department

I am authorized to agree to the terms above, and I so agree on behalf of OSA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
[Title]

## ATTACHMENT 1

### Public Sector and Non-Profit Fee Schedule Effective January 1, 2023, to December 31, 2023

Partners:	\$325-495
Of Counsel:	\$295-395
Senior Counsel:	\$295-395
Associates:	\$260-325
Law Clerks:	\$205
Paralegals:	\$125-195
Analysts:	\$90-190
Consultants:	\$195-325

\* These rates are reviewed and may be adjusted annually, generally in January of each year.

#### Expense Reimbursements:

The Firm charges separately for certain costs in representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRD rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to the client for payment. The Firm also bills for time spent traveling on a client's behalf at our normal rates.

## ATTACHMENT 2

### SLOAN SAKAI YEUNG & WONG LLP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

**Professional Fees.** Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

**Billing and Payment Procedures.** Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements

# Sloan Sakai

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Josefina Alvarado Mena and Mike Ozkowicz

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include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

**Document Retention and Destruction**  
**RESOLUTION # 2023-05**

WHEREAS, to ensure compliance with relevant state and federal law it is necessary for OSA to adopt a policy for the systematic review, retention and destruction of documents received or created by OSA in connection with the transaction of organization business:

NOW, THEREFORE, BE IT RESOLVED:

1. The Board approves and adopts the Document Retention and Destruction Policy attached hereto as **ATTACHMENT 1**.

PASSED AND ADOPTED THIS 30<sup>th</sup> day of March, 2023, by the Oakland School for the Arts Governing Board.

Ayes \_\_\_\_\_ Absent \_\_\_\_\_

Noes \_\_\_\_\_ Passed \_\_\_\_\_

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Josefina Alvarado Mena  
Chair, Board of Directors

**OSA Resolution # 2023-03**  
**ATTACHMENT 1 (Comparability Data)**

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

<b>Institution</b>	<b>Title</b>	<b>Salary-Low</b>	<b>Salary-Mid</b>	<b>Salary-High</b>	<b>Data Source</b>	<b>Source Year</b>	<b>Annual Budget (Millions)</b>	
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



**OSA Resolution # 2023-03**  
**ATTACHMENT 2 (Proposed Employment Agreement)**

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.

**OSA Resolution # 2023-03**  
**ATTACHMENT 2 (Proposed Employment Agreement)**

**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.***

## Board Meetings March 30th 2023 - June 8th 2023

Only these two committees will meet for the remainder of the year.

Governance Committee April 17th

Equity Committee April 25th

	March 30th	April 27th	May 25th	June 8th
Josefina Alvarado-Mena	P	P	P	
Wei-Ling Huber		P	P	P
Dewayne Walton	P	P	P	P
Safia Fasah	P	P	P	
Jason Reimann			P	P
Amy Omand	P	P	P	
Isaac Abid	P	P		P
Sorrel Raino-Tsui		P	P	P



**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**OAKLAND SCHOOL FOR THE ARTS**

**Approved by Board Majority March 30, 2023**



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**Amended and Restated Bylaws  
of  
Oakland School for the Arts**

A California Nonprofit Public Benefit Corporation

**ARTICLE I**

**OFFICES**

Section 1. Principal Office. The principal office of Oakland School for the Arts (the “School”) shall be located within the State of California, at such place as the Board of Directors shall from time to time determine. The Board is granted full power and authority to change the principal office from one location to another. The School may establish or maintain additional offices at such other places as the Board of Directors may determine.

**ARTICLE II**

**MEMBERSHIP**

Section 1. Members. The School shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law as now in effect or as may hereafter be amended. Any action which otherwise would require approval by a majority of all members or approval by the members shall require approval only of the Board of Directors. All rights which otherwise would vest in the members including, without limitation, the right to elect directors, shall vest in the Board.

**ARTICLE III**

**BOARD OF DIRECTORS**

Section 1. Power of Board. Subject to any limitations contained in the California Charter Schools Act of 1992 (“Charter Schools Act”), the Charter for the School approved by the Oakland Unified School District, the Articles of Incorporation or these Bylaws, the activities and affairs of the School shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the activities of the School to any person or persons, non-profit management company, or committee or committees however composed, provided that the activities and affairs of the School shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without limiting the generality of the powers granted herein, the Board shall have the authority to:

(a) elect and remove directors, except as provided in Section 3(b) of this Article III;

(b) appoint, evaluate, and remove the Executive Director of the School;

(c) manage and oversee the financial affairs of the School, including review, approval, and monitoring of the annual budget;

(d) make rules, regulations, and policies respecting the affairs and activities of the School;

(e) enter into contracts, leases, and other agreements that are, in the judgment of the Board, necessary or desirable in furthering the purposes of the School;

(f) acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;

(g) borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities; and,

(h) indemnify and maintain insurance on behalf of any of its Board Members, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Charter Schools Act and the limitations noted in these Bylaws.

Section 2. Number of Directors. The number of directors of the Board shall be no less than five (5) nor more than fifteen (15), with the exact number of directors to be fixed from time to time, within such limits, by approval of the Board. The authorized number of directors of the School, whether fixed or subject to a minimum and maximum number of directors, may be changed by an amendment to these Bylaws. No less than three (3) of the Board of Directors shall be parents nominated through the OSA parent organization as outlined in the charter. Two student representatives will serve on the board of directors in a non-voting capacity. One student representative will be OSA's elected student body president and the other a nominee brought forth by OSA's Board of Students of Color. For the avoidance of doubt, the student representative shall not be considered a director for the purposes of the provision of these Bylaws or otherwise.

(a) Parent Representative Director. "Parent Representative Directors" shall be those directors who meet required qualifications set forth in Section 3(g) below and are specifically elected to the Board of Directors in the capacity as a Parent Representative Director. Once elected, parent representative directors serve the Board in the same capacity as a general Director.

(b) Required Qualifications for a Parent Representative Director. In order to be eligible to be elected and to continue to serve as a Parent Representative Director, an individual must be the parent or guardian of a student currently enrolled at the school. The OSA parent organization will work in partnership with OSA to recruit parent representatives from the parent community.

(c) Student Representative. A student representative designated in accordance with this provision (a "Student Representative") shall receive notice of and to attend the meetings of the Board of Directors. The term of each Student Representative shall be one year or, if earlier, until such student is no longer enrolled [or not in good standing] at the School. The Student Representative shall be elected by the student body of the School; provided that the staff of the School shall be permitted to establish reasonable eligibility criteria for such election and continued service. For

the avoidance of doubt, the Student Representative shall not be considered a director for purposes of the provisions of these Bylaws or otherwise.

Section 3. Election and Term of Office. Except as provided in Section 3(b) of this Article III, directors shall be elected at each annual meeting of the Board of Directors, which will be the first meeting of the school year. Directors may be elected at other meetings as well on an as-needed basis. Board Members shall be representative of the various groups interested in the success of the charter school, which may include parents, community members, and members of the arts community. In compliance with Government Code §1090, however, no one may serve on a Board who has a financial interest in the organization, except that employment by OSA shall not be disqualifying subject to the limitations set forth in Education Code §47604.1(d).

(a) Each elected director shall hold office for a term of (3) three years. Solely for the purposes of staggering terms, elected directors shall be divided into three classes of approximately equal numbers such that the term of approximately one-third of the directors expires each year. In order to establish evenly distributed classes, directors may be assigned to a class, the initial term of which expires in less than three years, provided that subsequent terms for such class are three years. Directors may be reelected so long as they do not exceed three (3) consecutive three-year terms. Directors that have served three consecutive three-year terms shall not be eligible for reelection until one (1) year has passed since the expiration of the third such term.

(b) The Oakland Unified School District shall have the right at all times to appoint one (1) non-voting ex-officio member of the Board of Directors to serve at the pleasure of the Oakland Unified School District.

(c) **Restriction on Interested Persons as Directors** - No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person ~~currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director with a commitment, investment, relationship, obligation, or involvement financial or otherwise, direct or indirect, that may influence a person's judgment on a transaction or decision; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. A conflict of interest is present when, in the judgment of the Board of Directors, an insider's stake in a transaction or decision is such that it reduces the likelihood that an interested person's influence can be exercised impartially in the best interests of the organization. Each interested person shall disclose to the Board all material facts regarding their interest in the transaction or decision, promptly upon learning of the proposed transaction.~~ The Board may adopt other policies circumscribing potential conflicts of interest. *[NOTE: This section is under review for further revision. The current text reflects Corporations Code §5227, but exceeds that requirement by barring all interested Board members rather than only limiting them to 49% or less of the total Board. At minimum, that text must be revised for consistency with Education Code §47604.1(d), which expressly states an employee of a charter school shall not be disqualified from serving as a member of the governing body of the charter school because of that employee's employment status. Other limitations previously proposed for inclusion*

***in this section are policies regarding conflicts of interest as to specific transactions, rather than conflicts that are disqualifying from service as a Director in general, and should be distinguished on that basis.]***

(d) Contracts with Directors. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

Section 4. Resignation. Any director may resign effective upon giving written notice to the Chair of the Board unless the notice specifies a later time for the effectiveness of such resignation.

Section 5. Removal. A director may be removed by the Board at any time, with or without cause, subject to Section 14(b) of this Article III.

Section 6. Vacancies. A vacancy on the Board shall be deemed to exist on the occurrence of the death, resignation or removal of any director, or if the authorized number of directors is increased. Such vacancy may be filled by a majority of the remaining directors. Each director so elected shall hold office until the expiration of the term of the replaced director. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of that director's term of office. A board member who has been approved for a leave of absence from the board shall be deemed inactive for purposes of a quorum but does not constitute a vacancy on the board.

Section 7. Place of Meetings. Meetings of the Board of Directors may be held at the School's principal location or at any other reasonably convenient place as the Board may designate within Alameda County, per SB 126, or as specified in any applicable California public meeting laws.

Section 8. Annual Meetings. The Board of Directors shall hold an annual meeting, which will be the first meeting of the school year. At this meeting the Board shall elect directors and officers, confirm the schedule for regular meetings, and conduct all other business as may properly come before the Board.

Section 9. Regular Meetings. Regular Meetings shall be held every two months or as needed at various times during the year as the Board determines at its Annual Meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the chair or a majority of directors.

Section 11. Notice.

(a) Notice of special and annual meetings of the Board of Directors shall be given to each director at least four days before any such meeting if given by first-class mail or 48 hours before any such meeting if given personally or by email, telephone, or facsimile transmission, and shall state the date, place, and time of the meeting. A notice need not specify the purpose of any meeting of the Board. Notice need not be given of regular meetings of the Board held at times and places fixed by

the Board.

(b) Notice will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the School's records, first class postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving notice, by electronic means such as fax or e-mailed, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the Board Member or to a person whom it is reasonably believed will communicate it promptly to the Board Member, or to a telephone message recording system.

Section 12. Public Notice. The Board shall comply with the requirements of California's public meeting laws applicable to the School with respect to public notice and written agendas of meetings and opportunities for public participation in such meetings. Any member of the extended community may request the placement of an item on the Board's agenda by making such request to the Chair or Executive Director no less than nine (9) days in advance of the meeting. Time will be provided on the agenda of each meeting for members of the public to address the Board on issues concerning the School.

Section 13. Waiver of Notice. Notice of a meeting need not be given to any director who signed a waiver of notice or a written consent to holding the meeting, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 14. Quorum and Action of the Board.

(a) A majority of active directors authorized in Article III, Section 2 of these Bylaws constitutes a quorum of the Board for the transaction of business, except for purposes of adjournment as provided in Article III, Section 16 of these Bylaws. Unless a greater number is required by law, the Articles of Incorporation or these Bylaws (including, but not limited to, Section 14(b) of this Article), every action taken or decision made by a majority of the active directors present at a meeting duly held at which a quorum is present is the act of the Board; provided, however, that a meeting at which a quorum is initially present may continue to transact business following the withdrawal of directors, so long as any action taken is approved by at least a majority of the required quorum for such meeting.

(b) The following actions shall require a 2/3 majority of directors authorized in Article III, Section 2 of these bylaws:

- (1) removal of a director;
- (2) appointment and removal of the Executive Director; and
- (3) amendment or repeal of these Bylaws.

Section 15. Teleconference Meetings. Members of the Board of Directors may

participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 16. Adjournment. A majority of the active directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 17. Board Member Compensation. Directors shall not be compensated for their services as directors, except for payment or reimbursement of pre-approved and reasonable expenses incurred in connection with such services such as costs to attend Board or committee meetings.

## **ARTICLE IV**

### **COMMITTEES**

Section 1. Board Committees. The Board of Directors may, by resolution adopted by a majority of the number of directors then in office, create one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. Appointments to such committees may be made by any method determined by a majority vote of the directors then in office. Board Committees may be given all the authority of the Board, except for the powers to:

- (a) set the number of directors within a range specified in these Bylaws;
- (b) fill vacancies on the Board or in any Board Committee;
- (c) fix compensation, if any, of the directors for serving on the Board or on any Board Committee;



- (d) amend or repeal these Bylaws or adopt new Bylaws;
- (e) adopt amendments to the Articles of Incorporation of the School;
- (f) amend or repeal any resolution of the Board of Directors which by its express terms is not amendable or able to be repealed;
- (g) create any other Board Committees or appoint the members of any Board Committees;
- (h) remove any director without cause; or
- (i) approve any merger, reorganization, voluntary dissolution, or disposition of substantially all of the assets of the School.

Section 2. Advisory Committees. The Board of Directors may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of directors or non-directors and may be appointed as the Board determines.

Section 3. Meetings and Actions of Committees.

(a) Board Committees. Meetings and actions of Board Committees shall be governed by the provisions of Article III applicable to meetings and actions of the Board, with such changes in the content of these Bylaws as are necessary to substitute the Board Committee and its members for the Board of Directors and its members. Minutes shall be kept of each meeting of any Board Committee and shall be filed with the corporate records.

(b) Advisory Committees. Advisory Committees shall determine their own meeting rules and whether minutes shall be kept. The Board of Directors may adopt rules for the governance of any Board or Advisory Committee not inconsistent with the provisions of these Bylaws.

## ARTICLE V

### OFFICERS

Section 1. Officers. The officers of the Board shall be a Chair, Vice Chair, Secretary, and Treasurer. The Board also may have, at the discretion of the Board, one or more Vice Chairs, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this Article. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board.

Section 2. Election. The officers of the Board (except such officers as may be elected or appointed in accordance with the provisions of Section 3 or 5 of this Article), shall be chosen annually by, and shall serve at the pleasure of the Board.

Section 3. Subordinate Officers. The Board may elect, and may empower the Chair to appoint such other officers as the business of the Board may require, each of whom shall hold

office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Chair from time to time may determine.

Section 4. Removal and Resignation. Any officer may be removed with or without cause by the Board of Directors at any time or, in the case of an officer not chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment.

Any officer may resign at any time by giving written notice to the Board without prejudice to the rights, if any, of the Board under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6. Chair. The Chair shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be assigned from time to time by the Board.

Section 7. Vice Chair(s). In the absence or disability of the Chair, the Vice Chair(s), if any are appointed, in order of their rank as fixed by the Board of Directors or, if not ranked, the Vice Chair designated by the Board, shall perform all the duties of the Chair and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice Chair(s) shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 8. Secretary. The Secretary shall keep or cause to be kept, at the principal office of the School or such other place as the Board of Directors may order, a book of minutes of all meetings of the Board and its committees. The minutes shall include the time and place of meetings, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the School's Articles of Incorporation and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and its committees required by law or by these Bylaws to be given, shall keep the seal of the School in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board.

Section 9. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the properties and business transactions of the School. The books of account shall be open at all reasonable times to inspection by any director.

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the School with such depositories as may be designated by the Board. The

Treasurer shall disburse the funds or cause the funds to be dispersed of the School as may be ordered by the Board, shall render to the Chair and the directors, whenever requested an account of all transactions as Treasurer and of the financial condition of the School, and shall have such other powers and perform such other duties as may be prescribed by the Board.

## ARTICLE VI

### INDEMNIFICATION, INSURANCE AND DIRECTOR LIABILITY

Section 1. Right of Indemnity. In addition to the mandatory indemnification of agents provided in Section 5238(d) of the California Nonprofit Public Benefit Corporation Law, the School shall indemnify and advance expenses to its indemnitees, in connection with any proceeding, and in accordance with Section 5238, to the fullest extent allowed by Section 5238 of the California Nonprofit Public Benefit Corporation Law. For purposes of this Article, "indemnitee" shall mean any current director, officer, or employee of the School; "agent" shall have the same meaning as in Section 5238(a), including directors, officers, employees, other agents, and persons formerly occupying such positions; "proceeding" shall have the same meaning as in Section 5238(a), including any threatened action or investigation under Section 5233 or brought by the Attorney General; and "expenses" shall have the same meaning as in Section 5238(a), including reasonable attorneys' fees.

Section 2. Approval of Indemnity. On written request to the Board of Directors in each specific case by any agent seeking indemnification, to the extent that the agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d). Otherwise, the Board shall promptly determine, by a majority vote of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the indemnitee has met the applicable standard of conduct stated in Section 5238(b) or Section 5238(c), and, if so, shall authorize indemnification.

Section 3. Advancing Expenses. To the fullest extent allowed by Section 5238 of the California Nonprofit Public Benefit Corporation Law, and except as otherwise determined by the Board of Directors in specific instances, the Board shall authorize the advance of expenses incurred by or on behalf of an indemnitee of the School in defending any proceeding prior to final disposition, if the Board finds that:

(a) the requested advances are reasonable in amount under the circumstances;  
and

(b) before any advance is made, the indemnitee will submit a written undertaking satisfactory to the Board to repay the advance unless it is ultimately determined that the indemnitee is entitled to indemnification for the expenses under this Article.

Unless the Board finds compelling reasons to do otherwise, the undertaking shall be unsecured, and no interest shall be charged on the obligation created thereby.

Section 4. Insurance. The Board of Directors may adopt a resolution authorizing the purchase of insurance on behalf of any agent against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, and such insurance may provide for coverage against liabilities beyond the School's power to indemnify the agent under

law.

## ARTICLE VII

### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the School shall end June 30 of each year.

Section 2. Corporate Seal. The corporate seal shall be circular in form, shall have the name of the School inscribed thereon and shall contain the words "Corporate Seal" and "California" and the year the School was formed in the center, or shall be in such form as may be approved from time to time by the Board of Directors.

Section 3. Checks, Notes and Contracts. The Board of Directors shall determine who shall be authorized from time to time on the School's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 4. Amendment of Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the School may be adopted, amended or repealed in whole or in part by the Board of Directors, subject to Article III, Section 14(b).

Section 5. Governing Law. In all matters not specified in these Bylaws, or in the event these Bylaws shall not comply with applicable law, the California Nonprofit Public Benefit Corporation Law and other California law applicable to Charter schools as then in effect, including but not limited to the California Charter School Act, Political Reform Act, and Government Code §1090 *et seq*, shall apply.

Adopted December 18, 2001

Amended and Restated June 10, 2015

Second Amendment March 27, 2019

Amended and Restated March 30, 2023

### CERTIFICATE OF SECRETARY

The undersigned does hereby certify as follows:

1. That I am the duly elected and acting Secretary of OAKLAND SCHOOL FOR THE ARTS, a California Nonprofit Public Benefit Corporation.

2. The foregoing bylaws constitute the amended bylaws of said corporation as duly adopted by a majority vote of the Board of Directors on March 27, 2019.

3. These amended and restated bylaws were adopted at a properly noticed open meeting, held at Oakland School for the Arts, 530 Eighteenth Street, Oakland, California.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this \_\_\_\_ day of

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Secretary



**Board of Directors:**

Josefina Alvarado Mena, <i>Chair</i>	Dewayne Walton
Amy Omand	Wei-Ling Huber
Jason Reimann	Sorrel Raino-Tsui
Safia Fasah	Isaac Abid
Karol Suarez, Student Rep.	William Truong, Student Rep.

**School Staff**

Mike Oz, Executive Director	Susan Lefkowitz, CSMC
Steve Borg, Director of Advancement	
Juju Williams, Operations and Compliance Mngr	

**Oakland School for the Arts  
(MINUTES)Board of Directors Meeting Agenda  
February 23, 2023, 4:30 pm**

**Zoom Link:**

<https://oakarts-org.zoom.us/j/6992948490?pwd=ZnVldmQxcDhXcURaeFFiMmZKa1NRZz09>

TOPIC	WHO
<ul style="list-style-type: none"> <li>Call to order <i>Amy, Wei-ling, Jason, Isaac, Josefina</i></li> <li>Establishment of Quorum</li> <li>Meeting Norms</li> <li>Land Acknowledgment</li> </ul>	Josefina Alvarado Mena
<ul style="list-style-type: none"> <li>Public Comment on Non Agenda Items (<i>not to exceed 5 minutes</i>)</li> </ul> <p><i>Members of the public may request to speak on items related to school business. The board is not able to respond to public comment on non-agenda items.</i></p> <p><i>Sandra-COSATS standing agenda</i>  <i>Andrew- We want standing time for COSATAS. 4:30 is challenging. Joint statement letter reading</i>  <i>Crystal- meetings should start at 5:30 even if no closed</i></p>	Josefina Alvarado Mena
<p>Consent Agenda</p> <ul style="list-style-type: none"> <li>The COVID State of Emergency Declaration <i>Coming to end 2/28. Going back to in-person. More information to come. Beginning Mar 1, 2023</i></li> <li>Approval of Board Minutes 1/26</li> </ul> <p><i>Dewayne Motion, Weiling, Amy, Dewayne, Isaac, Jason, Josefina -Passed</i></p>	Josefina Alvarado Mena

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<p>Discussion and Possible Action authorizing the Board Chair to enter into an Employment Agreement with Mike Oznowicz to serve as Executive Director of Oakland School for the Arts. (Vote needed)</p> <ul style="list-style-type: none"> <li>Approval of Resolution No. <u>2023-003 (PASSES)</u></li> </ul> <p><i>Josefina lead with</i>  <i>Approve the contract</i>  <i>Motion-Dewayne</i>  <i>2nd -Jason</i>  <i>Motion Reading -Josefina</i>  <i>220K 3years, one time signing 20K, 20days vacay per school year Starting 3/1/23</i></p> <ul style="list-style-type: none"> <li>Public Comment-</li> </ul> <p><i>David Appreciating Mike with reading letter</i>  <i>Philip Green Mike has my full support</i></p> <ul style="list-style-type: none"> <li>Board Discussion-</li> </ul> <p><i>Isaac very impressive work politically</i>  <i>Dewayne-deep understanding of school and students. Extend congratulations to Mike</i>  <i>Wei-ling strongly recommend that we do the listening process that COSATS requested. Give people a voice. I regret that we did not do it</i></p> <p><i>Vote: Isaac, Jason, Wei-ling, Dewayne, Amy, Josefina, Sorrel, PASSES</i></p> <p><i>Mike was looking to take outside opportunities. I want to see the effort we have in play come to fruition.</i></p>	<p>Josefina Alvarado Mena</p>
<p>Second Interim Report Approval (vote needed)  <i>200ish deficit, 760 students currently. Desperate to change and not dip into reserve. We are at 2% and the Charter school average is at 8%</i></p> <ul style="list-style-type: none"> <li>Public Comment <i>None</i></li> <li>Board Discussion <i>None</i></li> </ul> <p><i>Motion: Amy 2nd Isaac</i>  <i>Sorrel, Dewayne, Wei-ling, Jason, Amy, Isaac, Josefina</i></p>	<p>Mike Oz, Susan Lefowitz</p>
<p>Student Report- <i>Affinity Fair went great! Nice to see the student body enjoying the fair and engaging together. Working on student rubrics. Planning Students of color end of year event</i></p> <ul style="list-style-type: none"> <li>Public Comment- <i>No comment</i></li> </ul>	<p>William Truong  Karol Suarez</p>

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<ul style="list-style-type: none"> <li>• Board Discussion - <i>Dewayne-Great presentation and report, Wei-ling-hearing more is very useful, Amy- agreed, Josefina-more you share the better for the board to support</i></li> </ul> <p><i>William not present</i></p>	
<p><i>Academic Report- Shared Presentation GPA(not weighted) Student feedback form positive participation and responses</i>  <i>Last year 96% graduation (Kudos to student support team)</i>  <i>22% ineligible current</i>  <i>IEP, 504- most students are getting support they need to be successful</i>  <i>White students are outperforming, Black students need support</i></p> <ul style="list-style-type: none"> <li>• Public Comment None</li> <li>• Board Discussion</li> </ul> <p><i>Josefina put some snapshots on the website, also we can use grant-writing and pitches, make the case around achievement gaps and education law. this is a part of Storytelling. Please send the report to the board for further review</i></p>	<p>Katy Zaugg</p>
<p><i>Advancement Report- (shared screen) Transition year as relates to ADV. Moving toward outside community giving, Family contribution is 100% we are at 26% currently, Production design leading. 911 outdoor space, giving potential for folk who don't know OSA, No Spring Show(Looking to present a Variety Concert) 3 council members tour and 100% supportive, IG-OSA School</i>  <i>ADV need to increase capacity- increase major donor and institution contr.</i>  <i>Strategic plan-3yr plan beginning new school year</i></p> <ul style="list-style-type: none"> <li>• Public Comment None</li> <li>• Board Discussion <i>Isaac commends</i></li> </ul> <p><i>Steve for committed work. 1911 lot activation support the new drive to move towards an institutional campaign</i>  <i>Sorrel- moving away from Annual Fund, stories from students is key. How are we planning for that? Mike: I can tell the story but alumni can tell the stories with their networks</i>  <i>Phil Green; silicon valley. May 7th Emerging Artists event Menlo Park 45,000 so far for going to the media regarding response to break-in</i>  <i>Josefina- California is heading into a recession, but there is significant support for health and wellness</i>  <i>Recognized Sorrel for joining</i></p>	<p>Mike Oz and Steve Borg</p>

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Dismissal	Josefina Alvarado Mena
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## Meeting Norms

- The Board recognizes the importance of all stakeholder voices at OSA. Collaboration and community are essential to the viability of our school.
- The purpose of this meeting is for our board of directors to meet with each other and conduct school business, as well as to receive input from the school staff and the community via public comment.
- Public comment may be made on topics that relate to the school. After hearing a report, members of the public have the opportunity to offer comments in a designated time prior to the board discussion of that agenda item. Outside of public comment, members of the public are also welcome to observe the meeting.
- During virtual meetings, please use the raise hand function to make public comment. If you cannot use the raise hand function you can sign up for public comment in the chat. We want to be sure to see all the sign ups so keeping the chat clear when public comment signups are being called for is appreciated. You may sign up for public comment at any time prior to the conclusion of public comment for that agenda item. You do not need to wait for public comment to be called to sign up, and may sign up for public comment during the presentation of the report or at any time prior. You are not required to include your name with the comment. If you wish to remain anonymous, for ease of identifying speakers, please provide a unique, and appropriate, pseudonym.
- To protect student and employee privacy, please refrain from using the name or any information that could imply the identity of any student or employee.
- the Board Chair may institute a reasonable time limit for all speakers prior to the beginning of public comment. To be sure of hearing from a variety of people, minutes may not be transferred to other speakers.
- The board cannot respond to public comment on non-agenda items. This does not mean the board is not listening.
- Staff will do our best to respond to chat comments throughout the meeting but may not be able to respond to every single one. To be sure your comments are heard by board members, please sign up for public comment. If the comment thread becomes harassing or abusive or includes any information that

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could imply the identity of any student or employee, staff reserves the right to turn off the chat feature at its discretion.

- We strive to be a learning community that learns from each other. We are also a community comprised of people who care very deeply about the school. We recognize that all voices are not treated equally in our society but aim to value and respect all voices equally in this forum. We may have different ideas of how to achieve goals, and we may feel passionately about our points of view. This needs to be a safe space for a variety of opinions. Finally, we address each other in a respectful manner to foster collaboration, build community, and to model good citizenship to our students.
- For clarification on the recording, board members should please state their names prior to speaking.
- The meeting is being recorded and the audio is posted on the school website.

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## **OSA Land Acknowledgement**

OSA is situated on Huichin, the unceded territories of the Chochenyo-speaking Lisjan Ohlone peoples, who have lived upon this land since the beginning of time. Indigenous peoples-- in California, the Americas, and around the world--are still here.

OSA recognizes the historic genocide and ethnic cleansing inflicted upon Indigenous peoples in California and the Americas, including their forced removal from ancestral lands, and the deliberate and systematic destruction of their communities and culture. These conditions are ongoing and Indigenous people have been fighting against cultural erasure and for their sovereignty since the beginning of colonization.

To this end, we as a community strive to honor the Indigenous members of our community, uplift their voices and contributions to arts and culture, center Indigenous peoples' worldviews in our classrooms, and support Indigenous sovereignty everywhere.

This land acknowledgement is a small act in supporting Indigenous communities and centering the Justice, Equity, Diversity, and Inclusion work within the Oakland School for the Arts. Solidarity with Indigenous nations can include:

- 1) Donating time and money to Indigenous-led organizations;
- 2) Amplifying the voices of Indigenous people leading grassroots change movements; and
- 3) Returning land.

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# Document Retention and Destruction Policy

## I. Purpose

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by The Oakland School for the Arts (“OSA”) in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate OSA’s operations by promoting efficiency and freeing up valuable storage space.

## II. Document Retention

OSA follows the document retention procedures outlined below. Documents that are not listed but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

### Corporate Records

Annual Reports to Secretary of State/Attorney General	Permanent
Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
By-laws	Permanent
Construction Documents	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status (Form 1023)	Permanent
IRS Determination Letter	Permanent
Contracts (after expiration)	7 years
Correspondence (legal matters)	3 years

### Accounting and Corporate Tax Records

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent
Business Expense Records	7 years
IRS 1099s	7 years
Journal Entries	7 years
Invoices (payable and receivable)	7 years
Sales Records	5 years
Petty Cash Vouchers	3 years
Cash Receipts	3 years
Credit Card Receipts	3 years

### Bank Records

Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years

### Payroll and Employment Tax Records

Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax returns	7 years
W-2 Statements	7 years

### Employee Records

Employment and Termination Agreements	Permanent
Retirement Documents	Permanent
Records Relating to Promotion, Demotion or Discharge	7 years after termination
Accident Reports and Worker's Compensation Records	5 years
Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years after termination
Time Sheets	3 years (after termination)

### Miscellaneous Records

Grant Applications (awarded) and Contracts	7 years after completion
Records of Endowment or Quasi-Endowment Gifts	Permanent

### Legal, Insurance and Safety Records

Appraisals	Permanent
Copyright Registrations	Permanent
Environmental Studies	Permanent
Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Trademark Registrations	Permanent
Leases	6 years after expiration
OSHA Documents	5 years
General Contracts	3 years after termination

## **III. Electronic Documents and Records**

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

#### **IV. Emergency Planning**

OSA's records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping OSA operating in an emergency will be duplicated or backed up at least every week on the server and maintained off site.

#### **V. Document Destruction**

OSA is responsible for the ongoing process of identifying its records, which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

#### **VI. Compliance**

The Executive Director, Finance Director, and Board Treasurer will periodically review these procedures to ensure that they are in compliance with new or revised regulations.

Supplemental COVID Benefits

Resolution No. 2023-004

Whereas, OSA plans to offer a supplemental COVID time off benefit to employees for the period 3/1 through 6/30 2023; and,

Whereas, the proposed OSA supplemental COVID leave benefit (pay code OSACOV) would, for employees who have exhausted sick leave balances, provide up to 40 hours paid leave (1.0 FTE and proportionally prorated for employees at lower FTE) for OSA employees who **test positive** for COVID and must isolate over the period 3/1 - 6/30 2023, with no carry over to subsequent periods, for 5 days, per the CDPH guidance, before returning to work, and,

Whereas, the leave will be administered through a payroll/timekeeping system, using a pay code OSACOV, much as was done for the CA supplemental sick leave programs; and,

Whereas, like the CA programs, the leave would be available to any benefits-eligible employee with the benefit paid equivalent to the employee's equivalent hourly wage; and,

Whereas using the time off request process, employees would select the OSACOV leave type as it applied to their circumstances during the period March 1, 2023, through June 30, 2023; and,

Whereas, based on the requested leave, HR/Payroll will follow up with a request to the employee for documentation of a positive COVID test result,

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Charter school hereby requests and approves that OSA implement the supplemental COVID time off benefit with all due haste.

PASSED AND ADOPTED by the Governing Board of the Oakland School for the Arts Charter School on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the following vote:

YES:

NO:

ABSENT:

ABSTENTIONS:

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Clerk of the Board of Trustees

**Oakland School for the Arts**

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Charter School