



**Special Board of Directors Meeting
Oakland School for the Arts
AGENDA**

**Monday, March 25, 2024
5:00 p.m.**

**Oakland School for the Arts
2nd Floor Conference Room
530 18th Street
Oakland, CA. 94612**

Board of Directors:

Safia Fasah, Chair
Phil Green

Sorell Raino-Tshi
Amy Omand

School Staff:

Mike Oz, Executive Director

Steven Borg, Advancement & Marketing Director

Special Board Meeting **March 25, 2024 @ 5:00pm in 2nd Floor Conference Room,
OSA, 530 18th Street, Oakland, CA. 94612**

TOPICS

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| Call to Order and Roll-Call | Safia Fasah |
| Meeting Norms and Land Acknowledgement | Steven Borg |
| Public Comment on Non-Agenda Items (not to exceed 5 minutes) | Safia Fasah |
| Public Comment and Board Vote on Approval of OSA Sunshine Proposals (Certificated and Non-Certificated Bargaining Units) | Safia Fasah |
| - Public comment | |
| - Board discussion | |
| - Board approval (vote) | |
| Public Comment on Previously Presented COSATS/CTA/NEA Sunshine Proposals (Certificated Bargaining Unit) | Safia Fasah |
| - Public comment | |
| - Board discussion | |
| Initial Presentation of COSATS/CTA/NEA Sunshine Proposals (Non-Certificated Bargaining Unit) | Crystal Yan |
| Adjourn | Safia Fasah |

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 Board meeting.
- 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 that the Board is not listening.
- 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 idea 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 for our students.

OSA is fully ADA accessible. Anyone requesting accommodation should contact Steven Borg at sborg@oakarts.org 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 or in the 2nd Floor Conference Room at 530 18th Street, Oakland, CA 94612 during normal school hours.

Land Acknowledgement

OSA is situated on Huichin, the unceded territories of the Chochochenyo-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.

OSA is fully ADA accessible. Anyone requesting accommodation should contact Steven Borg at sborg@oakarts.org 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 or in the 2nd Floor Conference Room at 530 18th Street, Oakland, CA 94612 during normal school hours.

**Coalition of Oakland School for the Arts Teachers and Staff
(COSATS)**

Initial Bargaining Proposal for Sunshine

February 27, 2024

The Coalition of Oakland School for the Arts Teachers and Staff hereby submits the following initial proposal for a successor collective bargaining agreement with Oakland School for the Arts. All agreements reached on individual items shall be tentative, subject to a final tentative agreement on the contract. Absent a final agreement modifying the contract, the existing contract language shall remain in full effect. The Coalition of Oakland School for the Arts Teachers and Staff reserves the right to create, add to, delete from, amend, and modify its proposals and/or open articles of the contract during the negotiations process. Unless otherwise indicated, proposals are in a conceptual format.

Article 8: Onboarding

Article 9: Hours, Duties & Work Year

Article 10: Class Size & Workload

Article 13: Compensation

Article 15: Professional Development

Article 19: Complaints

Article 20: Discipline & Discharge

Article 23: Safety

OAKLAND SCHOOL FOR THE ARTS

OPENING COLLECTIVE BARGAINING PROPOSALS FOR “SUNSHINING” PURPOSES (GOVERNMENT CODE SECTION 3547)

Oakland School for the Arts (“OSA”) and the Coalition of OSA Teachers and Staff, CTA/NEA (“COSATS”) are currently parties to Collective Bargaining Agreements (“CBAs”) for two bargaining units of employees, the “Certificated Unit”¹ and the “Non-Certificated Unit.”² In both cases, the current CBA expires on July 31, 2024. In negotiating successor CBAs for both units, OSA will be guided by principles of collaboration, compassion, community, and transparency. All efforts will be made in service of OSA’s mission to be a diverse and inclusive public 6-12 charter school that blends immersive, robust arts with comprehensive academics, providing integrated opportunities for collaboration, expression, and personal growth.

These “sunshine” proposals are submitted to provide COSATS and the public with notice of our opening proposals and an opportunity to comment on those proposals at a subsequent meeting of the Board of Directors. They are preliminary in nature and will be subject to modification, addition, and deletion as is appropriate throughout the negotiations process.

Opening Proposals Applicable to Both Units:

1. Overview

Through collegial negotiations with COSATS, OSA aspires to achieve mutual agreement on successor CBAs that affirm both OSA’s commitment to fair and equitable wages, hours and working conditions and its core values of artistic and academic excellence, while simultaneously assuring OSA’s ability to continue to operate efficiently and nimbly and maintaining our ability to manage school operations in a manner that consistent with OSA’s commitment to fairness and transparency in service of student achievement.

2. Compensation (Certificated Unit Article 13; Non-Certificated Unit Article 10)

OSA maintains its commitment to compensating employees at rates that are competitive to attract and retain high quality staff and consistent with maintaining OSA’s long-term fiscal health.

3. Sick Leave Accrual (Certificated Unit Article 18.1; Non-Certificated Unit Article 15.1)

OSA will propose modifying current CBA language to clarify how sick leave accruals are prorated for non-full time employees, ensure consistency with California’s Health Workplace Healthy Family Act, and generally ensure OSA continues to offer fair and equitable sick leave benefits consistent with maintaining OSA’s long-term fiscal health.

¹ The Certificated Unit includes all certificated employees, teachers, and counselors excluding day-to-day substitutes and all supervisory, managerial, and confidential employees.

² The Non-Certificated Unit includes all employees not included in the Certificated Unit excluding day-to-day substitutes, guest instructors (including but not limited to music accompanists), members of OSA’s Advancement Team, and all supervisory, managerial, and confidential employees.

4. No Strike/No Lockout (New Articles)

OSA will propose adding new Articles affirming that during the term of the successor CBAs the Union will not engage in any strike or sympathy strike, and OSA shall not lock out employees.

5. Miscellaneous Clean-Up Proposals

OSA will propose other changes throughout the CBA as deemed to be necessary to clarify ambiguous language, remove redundancy, correct typographical errors, delete superseded stale provisions, and ensure continued compliance with all applicable state and federal statutes.

Opening Proposals Applicable to the Certificated Unit Only

1. Recognition (Article 1)

OSA will propose adding new language that clarifies, codifies and appropriately updates existing policies and practices in regards to adjunct faculty and related positions.

2. Work Day/Work Week and Professional Obligations (Articles 9.3 & 9.5)

OSA will propose modifying Article 9.3 to clarify expectations regarding on-campus work hours, and modifying both Article 9.3 and 9.5 to recognize that unit members may need to work and/or participate in meetings outside of normal on-campus work hours in connection with Individualized Education Programs (“IEPs”).

3. Class Size/Arts Subpathways (Article 10.2.4)

OSA will propose amendments that acknowledge Audio Production and Engineering as its own subpathway.

4. Coverage and Substitute Pay (Articles 9.6.3 and 24.8.2)

OSA will propose amending current CBA provisions to provide fair and equitable flat-rate stipends for coverage and work as an in-house substitute, in lieu of the present hourly pay.

5. Stipends (Article 13.4)

OSA will propose paying flat-rate stipends for extra duties in lieu of the present hourly pay.

6. Changes for Consistency With Parallel Non-Certificated Unit CBA Provisions

The initial CBA for the Non-Certificated Unit was negotiated after the initial CBA for the Certificated Unit was already ratified and approved. OSA will propose amending the following Articles for consistency with parallel language later agreed to in the Non-Certificated Unit CBA:

- Continued Contracting Out (New subsection in Article 1)
- Union Leave (Article 2.5)
- Staff Meetings (Article 2.10)
- Organizational Security (Article 5.1.2)
- Evaluations (Article 16.5)
- Use of Sick Leave (Article 18.1.2)
- Unpaid Leaves of Absence (Article 18.3)
- Compensation/Later Discovered Errors (New subsection, Article 13)
- Waiver Process (Articles 25.3.2-25.3.3)

**Coalition of Oakland School for the Arts Teachers and Staff
(COSATS)**

Initial Bargaining Proposal for Sunshine for Classified/Non-Certificated Staff

March 22, 2024

The Coalition of Oakland School for the Arts Teachers and Staff hereby submits the following initial proposal for a successor collective bargaining agreement with Oakland School for the Arts. All agreements reached on individual items shall be tentative, subject to a final tentative agreement on the contract. Absent a final agreement modifying the contract, the existing contract language shall remain in full effect. The Coalition of Oakland School for the Arts Teachers and Staff reserves the right to create, add to, delete from, amend, and modify its proposals and/or open articles of the contract during the negotiations process. Unless otherwise indicated, proposals are in a conceptual format.

Article 6: Employment Status

Article 8: Hours of Employment

Article 10: Compensation