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Board Cover Memorandum

To Board of Education

From Dr. Denise G. Saddler, Interim Superintendent
Jenine Lindsey, General Counsel

Meeting Date April 22, 2026

Subject Investigation and Legal Services Agreement – AW Blan Workplace Legal Services

Ask of the Board Ratification by the Board of Education of an Investigation and Legal Services Agreement between the District and A.W. Blan Workplace Legal Services, Sacramento, CA, for the latter to conduct impartial investigations or other investigation-related work at the discretion of the General Counsel, on an as needed basis, for a period of February 27, 2026 through February 28, 2027, in an amount not to exceed \$114,000 per fiscal year.

Background A.W. Blan has specialized expertise in school and workplace investigations. This agreement would allow them to conduct impartial investigations for the District when needed.

Discussion A.W. Blan specializes in Workplace and Campus investigations and has expertise in providing third-party neutral investigations for school districts, and other public and private entities.

Fiscal Impact Funding Resource: GP Fund; not to exceed \$114,000 per fiscal year

Attachment(s) Agreement for Workplace Investigation Services

February 19, 2026

Via email: jenine.lindsey@ousd.org

Jenine Lindsey, General Counsel
Oakland Unified School District Legal Department
1011 Union Street, Suite 946, Oakland, CA 94607

Re: Agreement for Workplace Investigation Services

Dear Ms. Lindsey,

This Agreement will confirm the request of Oakland Unified School District Legal Department (“Client”) to engage A.W. Blan Workplace Legal Services (“Blan”) to provide investigatory services. This Agreement sets forth the terms and conditions of this engagement and will govern all services to be provided thereunder.

- 1. Term of Agreement.** The term of this agreement shall be February 27, 2026, through February 28, 2027.
- 2. Scope of Services.** Client retains Blan to perform limited scope legal services, specifically, to conduct an independent and impartial investigation. Client retains Blan in his capacity as an attorney to use his legal skill, training, and expertise to conduct impartial fact-finding for the purposes of facilitating the rendering of legal advice to Client by its counsel. Client or their counsel will designate the specific scope of investigation and the form of report to be provided. Blan’s communications, work product, and report(s) will be protected from disclosure under the attorney-client privilege absent Client’s waiver of the same.
- 3. Limited Scope Agreement.** The scope of this engagement is limited. Blan will investigate to facilitate the provision of legal advice to Client by its counsel. Blan will not determine whether a violation of statute or law has taken place but may be tasked to make findings related to the Client’s internal policies. Blan will not endeavor to nor undertake any other legal work for Client outside of the provision of investigatory services described within the Agreement. Client agrees that this prohibition against other legal work will include any advice related to issues of attorney-client privilege, including waiver and work-product issues as it relates to the Agreement.
- 4. Independence.** Blan and Client agree that Blan will be allowed full independence and discretion to make findings without influence or interference on the same. This Agreement is not premised on Blan making any specific finding, credibility determination, finding of fact, conclusion, or any other component of the investigation or report.
- 5. Client Cooperation.** Client agrees to make available the witnesses, documents, and other materials reasonably necessary or requested by Blan to permit him to perform the investigation(s). Client further agrees to keep Blan informed of later developed facts and circumstances relevant to Blan’s investigation(s).
- 6. Contact.** Client will provide a point of contact for Blan. All privileges shall apply to the work performed by Blan.

7. Fees for Services. For all services rendered by Blan, Client will pay Blan at the following rates in an amount not to exceed \$114,000 per fiscal year:

Andrew Blan or Partner-Attorney Investigator	\$450
Associate-Attorney Investigator	\$300
Paralegal or Editor	\$175

All hourly rates are billed in 1/10th hour increments. Time billed may include, but is not limited to, telephone calls and emails relating to the matter, interviewing relevant parties, reviewing documents, and drafting the report. If any travel costs are incurred, they will be billed at the rates above, measuring from 1011 Union Street, Oakland, CA 94607.

8. Payment Terms. Blan shall invoice Client monthly unless otherwise requested by Client. Invoices shall be directed to jenine.lindsey@ousd.org and/or her designee. Each invoice is due and payable upon receipt but in no event is payment to be made later than thirty (30) days from presentation of the invoice. Blan reserves the right to charge a late fee of 1% per month on all sums that are not paid within thirty (30) days of the invoice date. Any errors or disputed charges will be brought to Blan's attention within ten (10) days of receipt.

9. Additional Expenses. Client agrees to reimburse Blan for all his out-of-pocket expenses reasonably incurred in performance of this Agreement, if any. These expenses may include, but are not limited to, postage, photocopies, transcription of audio recordings, and parking.

10. Post-Investigation Services. This Agreement is considered concluded once Blan provides the final investigation report to Client. If, after the final investigation report is issued, Blan must respond to any subpoena, discovery, deposition, trial, arbitration, or other procedure relating to or arising from this Agreement, Client shall be invoiced at Blan's rate at the time the response is required for the time spent. If a response is required, Blan will retain legal counsel, who will work with Client to coordinate an agreed upon response. Client further agrees to cover the costs of Blan's legal expenses related to the matter should the costs exceed \$2500.

11. Confidentiality. The parties understand that Blan will not disclose to anyone any facts relating to the investigation except: (1) to Client and to anyone designated by it; (2) to others involved in the investigation, but then only to the extent necessary to conduct the investigation; and (3) to others as provided by law.

12. Indemnity and Hold Harmless. Client agrees to indemnify, defend, and hold harmless Blan for any claims, damages, or complaints against him arising out of her performance under this Agreement, except for any intentional misconduct or failure by Blan to follow applicable standards of professional care. This provision is not intended to apply to any malpractice claim brought by Client against Blan.

13. Termination. Client may terminate this Agreement at any time upon written notice of ten (10) business days to Blan. In the event of termination, Blan will stop all work on or before the effective date of such notice. In the event of termination or cancellation, Client shall pay Blan for work done in accordance with the terms of this Agreement.

14. Severability. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall be given full force and effect.

- 15. Governing Law.** This Agreement will be governed by the laws of California, including California law regarding choice of law.
- 16. Counterparts.** The Agreement may be signed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution and said counterparts shall together constitute one and the same Agreement.
- 17. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matters set forth herein.
- 18. Notice.** Any notice required under this Agreement shall be emailed and hand-delivered or sent via certified mail, return receipt requested, to the parties designated below:

Jenine.Lindsey@ousd.org ; AND Jenine Lindsey, General Counsel Oakland Unified School District Legal Department 1011 Union Street, Suite 946, Oakland, CA 94607	Andrew Blan, Esq. 500 Capitol Mall, Suite 2350 Sacramento, CA 95814
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Please have an individual authorized to execute this Agreement on behalf of Client sign, date, and return a copy to Blan. My signature below constitutes my agreement. I thank you for granting me the opportunity to work with you, and I look forward to getting started.

Sincerely,



Andrew Blan

I am authorized to enter into this Agreement, and I understand its terms. I confirm the engagement of Blan to provide the services described above in accordance with the terms of the Agreement.

— *Jenine A. Lindsey*

Date: February 19, 2026