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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief Talent Officer

Board Meeting Date June 26, 2024

Subject Employment Agreement - Jenine Lindsey - General Counsel

Action Approval by the Board of Education of an Employment Agreement with Jenine Lindsey to serve as General Counsel for the term June 27, 2024 through June 30, 2027, with a base salary of \$242,411 per year plus additional pay of \$10,800, District paid benefits of \$33,884 and other fringe benefits of \$78,158 for 2024-25, some of which increase annually.

Background The General Counsel of the District jointly reports to the Board of Education and the Superintendent. The employment agreement provides that the General Counsel will be the primary legal advisor and legal representative of the District. In addition, the General Counsel will provide leadership in planning, supervising and directing the legal division. The General Counsel oversees the following departments: Legal, Labor Relations, Board Office, Charter Office and the Ombudsperson Office.

On December 14, 2023, the Board approved Jenine Lindsey to serve as Interim General Counsel. After successful completion of the Interim role and a rigorous interview process, Jenine Lindsey has been selected as the General Counsel for the District, bringing over 10 years of experience in public education within the Legal department, with extensive expertise in labor, employment, and other legal matters. Jenine is exceptionally well-equipped to serve our District, being an Oakland native, OUSD parent and an alumna of Oakland Unified School District, having graduated from Castlemont High School. She embodies our "grow our own" vision and serves as a role model for many of our students.

Recommendation

Approval by the Board of Education of a Employment Agreement with Jenine Lindsey to serve as General Counsel for the term June 27, 2024 through June 30, 2027, with a base salary of \$242,411 per year plus additional pay of \$10,800, District paid benefits of \$33,884 and other fringe benefits of \$78,158 for 2024-25, some of which increase annually.

Fiscal Impact

Funding Resource: General Purpose – a base salary of \$242,411 per year plus total district paid benefit costs of \$122,842, some of which increase annually.

State law requires the Board to report a summary of the salaries or compensation paid in the form of fringe benefits of a local agency executive. Jenine Lindsey would receive \$10,800 in additional pay (eligible stipends), \$33,884 in District-Paid Benefits (including health, vision, and dental insurance; long term disability insurance; life insurance; membership in professional associations), and \$78,158 in fringe benefits (annual longevity payment and Supplemental Retirement Plan payment). Most of these costs increase each year.

Attachment

[Employment Agreement with Jenine Lindsey](#)

EMPLOYMENT AGREEMENT

Jenine Lindsey, General Counsel

In consideration of the mutual promises made herein, the Oakland Unified School District, ("OUSD" or "District") a local public entity pursuant to Government Code section 811.2 and by the California Education and Government Codes, and Jenine Lindsey, an individual (hereinafter "Employee"), enter into this Employment Agreement ("Agreement") and agree as follows:

Article 1. Acceptance of Employment and Term

- 1.1. District hereby employs Employee and Employee hereby accepts employment with the District on the terms and conditions stated herein. In approving and adopting this Agreement, the Governing Board hereby resolves and designates the position of General Counsel as senior management of the classified service pursuant to Education Code section 45100.5. In entering into this Agreement, Employee hereby acknowledges and agrees that as General Counsel, Employee is a member of the senior management of the classified service and that no other employment classification is applicable to Employee's employment with the District.
- 1.2. The term of this Agreement shall be June 27, 2024 through June 30, 2027 ("Term") unless extended in writing by mutual agreement of District and Employee at least six (6) months prior to the end of the agreement or terminated sooner at the discretion of District or Employee as referenced in Article 7 of this agreement.
- 1.3. Employee's work year shall be 261 days which shall be reduced by 20 days of vacation and 14 paid holidays for a total of 227 work days.
- 1.4. District and Employee agree that Employee shall act as the chief legal advisor (hereinafter "General Counsel") for District and agree that all information exchanged is attorney-client privileged or confidential business information and that all services provided hereunder are legal services.

Article 2. Duties and Obligations of Employee

- 2.1. As General Counsel, Employee shall plan, organize, manage, budget for, direct, staff and control the legal work of the District; report to the Board and the Superintendent on the legal matters of the District; and, shall serve as a member of the Superintendent's senior leadership team and cabinet.
- 2.2. The General Counsel jointly reports to the Board of Education and the Superintendent and is the primary legal advisor and legal representative of the District. The primary responsibilities include:

- 1) providing legal advice to the Board of Education on a vast array of complex governance and policy issues, including but not limited to public meeting laws, election laws, bonds and parcel taxes, and conflict of interest laws;
- 2) providing legal advice to the Board of Education, Superintendent and the District senior leadership team on legal issues, including general public education law, special education law, labor and employment law, litigation and claims, contracts, bids, construction, real property, and charter school law;
- 3) managing and supervising the District's Legal Office, Labor Relations Department, Board Office, Charter Office, Ombudsperson and other departments assigned to the General Counsel Division as of the date of this Agreement;
- 4) protecting and preserving the legal, ethical and financial stability of the District; and
- 5) as a member of the senior management team, serving as a highly visible representative of the school district and a participant in all major policy discussions.

Specific Duties include:

- **Governance**
 - Manages and maintains the governance framework
 - Manages and leads policies and positions on issues related to Board accountability and anticipates response from regulators, the media, and general public
 - Assists in the formulation and development of Board policies and procedures
 - Advises the Board and the Superintendent of unusual trends or problems and recommends appropriate corrective action
 - Support the District's five year strategic plan to ensure that every student graduates from high school as a caring, competent, critical thinker, ready for college and career and advises on major policy initiatives
 - Interacts with the Board, executive leaders, and risk management functions as well as external stakeholders, regulators, and government officials
 - Applies strategic thinking to provide input and critical analysis of new and changing policies
 - Collaborates with other leaders to conduct business impact analyses for both new and updated regulations
 - Assures the integrity of the Board's process by ensuring that the behaves consistently with its own rules and those legitimately imposed upon it from outside the district
 - Advising decisions that fall within topics covered by Board policies, with the exception of performance or employment related to the Superintendent

- Represents, as directed, the Board or Superintendent to outside parties related to Board-stated positions and in stating decisions and/or interpretations within delegated areas
- **Legal/General Counsel**
 - Advises the Board of Education and Superintendent in open and closed session, regular and special meetings on all legal matters
 - Advises the Board of Education, Superintendent, school sites and departments on legal requirements, and the development of and compliance with Board policies and administrative regulations
 - Ensure all District employees and partners comply with laws, regulations, policies and the District's strategic plan
 - Advises the District on public records laws, open government laws, election laws, including parcel taxes and bonds, and conflict of interest laws and requirements
 - Drafting of legislative proposals presented by the District to the California legislature
 - Draft and review legal documents including rules, regulations, and resolutions
- **Management and Leadership**
 - Plan, organize and implement long and short-term programs and activities of the Legal Division
 - Select, train and evaluate the performance of assigned staff
 - Provide for continuing departmental staff training regarding legal issues, process and procedures
 - Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel
 - Develop and prepare the annual preliminary budget for the legal division; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations
- **Labor and Employment**
 - Advises the District on public employees' legal rights and duties
 - Oversees Labor Relations and other departments around issues relating to collective bargaining rights
 - Advises on employee discipline and misconduct
 - Represents the District in employee discipline and termination proceedings
 - Represents the District in Labor and Employment law matters before state and federal courts
 - Investigates and responds to complaints filed with the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment and

Housing (DFEH) and other agencies

- **Litigation/Claims**
 - Investigates and resolves Government Tort Claims
 - Defends the District in litigation against the District
- **Business Operations**
 - Drafts, negotiates, and/or reviews contracts and memoranda of understanding (MOU's)
 - Advises staff on matters related to procurement, contracts, and legal agreements
 - Prepares and coordinates Request for Proposals, Request for Qualifications, and other contract outreach
 - Supports fiscal services audits, waivers and compliance
 - Supports the District's Facilities and Buildings and Grounds programs and services, including the Bond program modernization programs, local business program and Project Labor Agreement
- **Special Education**
 - Handles state and federal special education and Section 504 compliance issues
 - Represents the District at special education mediations and due process hearings
 - Represents the District in special education litigation
- **General Student Matters**
 - Investigates and responds to regulatory inquiries from the Office of Civil Rights (OCR) and the California Department of Education (CDOE)
 - Facilitates child custody conflicts and abuse reporting responsibilities at school sites
 - Responds to student records requests
 - Advises school sites and student discipline office in suspension, expulsion, and transfer of students
 - Advises on constitutional issues related to student's civil rights, including free speech, searches, non-discrimination and other related issues
- **Charter Schools**
 - Supports compliance with Proposition 39 and charter schools facilities requests
 - Reviews charters for legal compliance

2.3. Employee shall adhere to and comply with all laws, statutes, regulations, policies and administrative bulletins that presently or prospectively govern District and the conduct of its employees.

- 2.4. Throughout the term of this Agreement and any extensions thereof, Employee shall remain in good standing with the State Bar of California and maintain as current Employee's license to practice law in the State of California.
- 2.5. District and Employee agree that any intellectual property created by Employee related to or concerning the legal work of the District is owned jointly. Employee shall grant to District the right to share equally in any royalties received by Employee arising out of any intellectual property created by Employee related to or concerning the legal work of the District.
- 2.6. District may use Employee's name during the term of employment as necessary or convenient without additional compensation to Employee.
- 2.7. Employee warrants and represents that she has the ability and authority to enter into this Agreement, that there are no restrictions or limitations on entering into this Agreement, and that entering into this Agreement will not violate any agreement(s) Employee has with any third parties.

Article 3. Obligations of District

- 3.1. District agrees to defend, indemnify and hold Employee harmless against any claims, demands, actions, lawsuits, losses or damages of any kind or nature arising out of or related to the course and scope of Employee's discharge of her duties as General Counsel. District may continuously maintain throughout the term of employment adequate insurance for such purpose.
- 3.2. District agrees Employee shall have final authority over the selection of personnel and allocation of resources within the Legal Department/Office of General Counsel, provided that authority is exercised in accordance with the laws, statutes, regulations, policies and administrative bulletins that presently or prospectively govern District and the conduct of its employees.
- 3.3. Except for matters related to the General Counsel's employment contract or employment status, the District agrees Employee shall have the sole authority to retain, supervise and discharge outside legal counsel for the District, and implement such policies and procedures for the retention of outside counsel that are in the best interests of the District. The Board and Superintendent reserve the right to retain outside counsel as necessary or appropriate on matters related to the General Counsel's employment contract or employment status.
- 3.4. District agrees to provide to the Legal Department/Office of the General Counsel sufficient resources to adequately represent and defend the District in legal proceedings.

- 3.5. District shall provide Employee within the Office of General Counsel with the office, equipment, material and resources reasonably necessary to fulfill the duties, responsibilities and obligations of General Counsel.
- 3.6. District shall pay Employee's annual dues to the State Bar of California as well as membership in the California Council of School Attorneys and other reasonably selected memberships to support the professional development of Employee.
- 3.7. District shall pay for professional growth and development of the General Counsel subject to delegated authority outlined in Board Policy 3312.

Article 4. Compensation

For the Term, Employee shall be paid Step 3 of the Executive Management salary schedule with total base salary of \$242,411.40 for services provided under this Agreement, payable monthly in the same manner as other confidential administrators, and payable on the same schedule as other non-represented senior management employees, or at such other times as the District may provide for the payment of employee salaries. Employee shall be entitled to step increases on the salary schedule consistent with District policy and salary increases provided to all unrepresented management staff and the stipends to which Employee is eligible.

- 4.1. District shall have the right and obligation to deduct or withhold from compensation due Employee those sums required for applicable federal, state and local income taxes and Social Security taxes.
- 4.2. District shall fund Employer's portion of CalPERS retirement based upon the salary herein.
- 4.3. District shall provide a longevity payment to the Employee of \$10,000.00 recognizing the third year of her employment of July 1, 2026 upon the execution of this agreement.
- 4.4. Provided that this Agreement is in effect and has not been terminated by either party by June 30, 2025, the District shall contribute in lieu of a cash payment in recognition of the employees longevity, the following amounts on the following dates to a Supplemental Retirement Plan ("SRP"), provided that the employee is employed as the Chief Business Officer on each date under this Agreement:
 - a. On June 30, 2025: \$7,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) plan for 2024-25.
 - b. On June 30, 2026: \$7,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) for 2025-26.

- c. On June 30, 2027: \$7,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) for 2026-27.

Article 5. Vacation, Sick and Personal Leave

- 5.1. Employee shall be entitled to twenty (20) annual vacation days with pay. Employee is encouraged to take all vacation days during the year in which such days are earned. At the District's option, Employee may be reimbursed annually at Employee's daily rate of pay for any unused days, not to exceed twenty (20) days per year. Employee shall not accrue more than twenty (20) vacation days annually. Any cap or limit on total accrued vacation days applicable to other unrepresented management staff shall apply to Employee.
- 5.2. Employee shall be entitled to continue to accrue paid sick leave at the rate of 1.0 days per month up to 12 days per year. If Employee does not utilize the total amount of accrued sick leave authorized during any year, Employee may carry over the unused time to sick leave in the subsequent year.
- 5.3. Employee is entitled to continue to accrue annual paid personal leave at the rate of five (5) days per year. If Employee does not utilize the total amount of accrued personal leave authorized during any year, such leave may be carried over to unused sick leave in the subsequent year.

Article 6. Employee Health Benefits and Expense Reimbursement

- 6.1. District agrees to pay directly to Employee's existing or future health, dental and vision providers, not to exceed the maximum benefits afforded to any other employee, the insurance premiums associated with Employee and her qualified dependents under Internal Revenue Code section 152. District further agrees to maintain during the term of employment long term disability insurance for Employee.
- 6.2. District shall pay the reasonable expenses of Employee to attend appropriate professional and official meetings at the local, state, and national level subject to constraints of the budget of the Legal Department/Office of the General Counsel.
- 6.3. District shall reimburse Employee, pursuant to the policies and practices of District, the necessary costs and expenses incurred by Employee in performing her duties, including but not limited to gas, travel, materials, supplies and related expenditures, all of which must be properly documented by receipts.

Article 7. Termination of Employment

- 7.1. District and Employee agree Employee shall jointly serve at the pleasure and will of the Board and the Superintendent, and Employee agrees that this Agreement may be terminated by:
- a. Termination Without Cause. Either party may terminate this agreement for no reason upon thirty {30} days written notice given as provided below. In the event the Agreement is terminated by the District for without cause under this paragraph, the District shall pay the Employee a severance amount equal to the monthly salary of Employee multiplied by the number of months left of the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than three {3} months, the maximum severance amount shall be an amount equal to the monthly salary of the employee multiplied by three {3}. Subject to Government Code section 53260, regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, not to exceed three {3} months.
 - b. The District at any time during this Agreement by providing the Employee with thirty (30) days written notice. In such case, Employee shall be reinstated to her permanent prior position as Assistant General Counsel on the date immediately following the effective date of termination. Alternatively, Employee may at her sole discretion elect (in writing) to be reinstated as Deputy General Counsel, Labor and Employment on the date immediately following the effective date of termination.
 - c. Employee at any time during this Agreement by providing the District with thirty (30) days written notice. In such case, Employee shall be reinstated to her permanent prior position as Assistant General Counsel on the date immediately following the effective date of termination.
 - d. Mutual written agreement between the District and the General Counsel at any time. In such case, Employee shall be reinstated as Deputy General Counsel, Labor and Employment or as per the terms of the mutual agreement.
 - e. Retirement of Employee.
 - f. Death or disability of Employee. For purposes of this Agreement, "disability" means Employee's inability, by reason of physical or mental infirmity or both, to perform the duties contemplated under this Agreement for a period of 120 consecutive days or 150 days in the aggregate in a consecutive twelve (12) month period. "Disability" shall be determined by a licensed physician acceptable to District and Employee. The physician's fee shall be paid by District. Any

termination for disability shall not prejudice any rights under any disability policies benefiting Employee.

- g. Discharge for Cause. For purposes of this Agreement, “cause” shall mean Employee’s conviction (or a no lo contendre plea) to any felony; (b) dishonesty in performing her duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or (d) willful neglect of her duties under this Agreement.

Prior to final determination by the Board of Education of cause for termination, Employee must have been given sixty (60) calendar days written notice of such possible action, and of the grounds therefore, and a reasonable opportunity to be heard by the Board of Education in the way of explanation or defense.

In the event that such termination is determined by the Board and Superintendent (or later adjudicated) to be “without cause,” the remedy shall be to make Employee whole in salary and benefits to which she would have otherwise been entitled under this Agreement and to immediately reinstate Employee as prescribed in section 7.1 (a) of this Agreement.

The Board and Superintendent reserve the right to appoint a different General Counsel in the event of temporary or permanent disability or extended unavailability of the General Counsel.

- h. Expiration of the Term. No further notice is required for this Agreement to terminate at the end of the Term. Upon expiration of the Term, Employee shall be entitled to reinstatement to her permanent prior position as Assistant General Counsel on the date immediately following the expiration date of this Agreement.

Article 8. Evaluation

- 8.1. The Board and Superintendent shall evaluate Employee not less than annually upon a schedule to be determined. The evaluation and assessment shall be reasonably related to the position description and to the goals and objectives of the District for the year in question.
- 8.2. In the event that the Superintendent and Board of Education determine that the performance of the Employee is unsatisfactory in any respect, the District shall describe in writing and in reasonable detail specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board of Education deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Employee. Employee shall have the right to make a written response to the evaluation, to be placed in the personnel file along with the evaluation.

Article 9. General Provisions

- 9.1. All notices required to be given under this Agreement shall be delivered via hand delivery, by first class mail or via email as follows:

District

Kyla Johnson-Trammell, Superintendent
Oakland Unified School District
1011 Union St.
Oakland, CA 94607
Kyla.Johnson@ousd.org

Board of Education
Attn: Board President
c/o Board Office
1011 Union St., Site 940
Oakland, CA 94607
Edgar.Rakestraw@ousd.org

Employee

Jenine Lindsey
General Counsel
Oakland Unified School District
1011 Union St., Site 946
Oakland, CA 94607
Jenine.Lindsey@ousd.org

- 9.2. Additional written amendments may be added to the Agreement by mutual consent of the Employee and the Board of Education and Superintendent at any time during the period of this Agreement.
- 9.3. Any controversy between the District and Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either party served on the other, be submitted to binding arbitration. Arbitration shall comply with and be governed by the provisions of the California Arbitration Act. District and Employee shall agree on the selection of one person to hear and determine the dispute. If the parties are unable to agree on a single arbitrator to hear the dispute, they shall obtain a list of arbitrators from the American Arbitration Association and select the arbitrator by alternative strike method. The arbitration shall be governed by the California Arbitration Act, Code of Civil Procedure section 1280 *et seq.*
- 9.4. "Year" as used in this Agreement means a fiscal year, July 1 through and including June 30th.
- 9.5. No waiver of any rights or obligations under this Agreement may occur unless provided in writing.
- 9.6. This Agreement constitutes the entire agreement between District and Employee concerning the subject matter of this Agreement. Any prior agreements or

understandings between District and Employee concerning the same subject matter not contained within this Agreement are null and void.

- 9.7. This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board.
- 9.8. If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.
- 9.9. This Agreement may be modified or extended only in writing and must be signed by District and Employee.
- 9.10. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 9.11. This Agreement shall be effective upon execution by Employee, the President (which can only be given subsequent to a majority vote of the Board of Education approving this Agreement) and the Superintendent.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

EMPLOYEE

Name: Jenine Lindsey

Signature: _____

DocuSigned by:

Jenine Lindsey

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Date: 6/19/2024

OUSD

Name: Tara Gard

Signature: _____

Tara Gard

Position: Chief of Talent Officer

Date: 6/20/2024

☐ Board President (for approvals)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: _____

Kyla Johnson-Trammell

Position: Superintendent & Secretary,
Governing Board

Date: 6/27/2024

Name: Benjamin "Sam" Davis

Signature: _____

Benjamin "Sam" Davis

Position: President, Governing Board

6/27/2024