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Memo

To Board of Education

From Jennifer Brouhard, Board President
Valerie Bachelor, Vice President

Board Meeting Dates June 11, 25, 2025

Subject Employment Agreement - Dr. Denise Saddler, Interim Superintendent

Action Approval by the Board of Education of an Employment Agreement for Interim Superintendent of the Oakland Unified School District*by and between District and Denise Saddler [Ed.D.], for the latter to serve as Interim Superintendent of the Oakland Unified School District, for the term July 1, 2025 through June 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement, with a salary of \$357,053.83 per annum plus Salary and Benefits delineated in Section 3 of the Agreement, incorporated herein by reference as though fully set forth.**

Background The Interim Superintendent is the chief executive officer and educational leader of the District and is responsible for carrying out the educational, managerial, and administrative responsibilities for the care and maintenance of the District. The Interim Superintendent shall administer the District in accordance with Board’s policies and State and federal laws as they exist or may hereafter be enacted or amended. The Superintendent shall perform those duties, which are required by state law, prescribed by the Board, and as necessary for the efficient and effective management of the District. Dr. Denise Saddler has served as an educator throughout the Bay Area for 40 years.

Discussion Dr. Saddler is a veteran Bay Area educator with more than 40 years of service. Her Oakland résumé spans classroom teaching, principalship at Chabot Elementary, and leadership as Network Executive Officer overseeing 15 North- and West-Oakland schools. She later guided district-wide community engagement and school transitions, and for six years served as President of the Oakland Education Association, strengthening labor-management collaboration. Regionally, she broadened her perspective as Assistant Superintendent of Education Services for Berryessa Union School District,

launching the “Berryessa University” professional-learning initiative across 13 TK-8 campuses. Most recently, Dr. Saddler sat on the community advisory committee that recommended naming OUSD’s new administrative headquarters the Dr. Marcus A. Foster Leadership Center and its main conference room for Dr. Foster, ensuring the legacy of the district’s first Black superintendent is honored in the heart of West Oakland

The proposed contract between Dr. Saddler and the District is effective July 1, 2025 through June 30, 2026 to allow for a robust search for a permanent superintendent effective July 1, 2026.

Recommendation

Approval by the Board of Education of an Employment Agreement for Interim Superintendent of the Oakland Unified School District*by and between District and Denise Saddler [Ed.D.], for the latter to serve as Interim Superintendent of the Oakland Unified School District, for the term July 1, 2025 through June 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement, with a salary of \$357,053.83 per annum plus Salary and Benefits delineated in Section 3 of the Agreement, incorporated herein by reference as though fully set forth.**

Fiscal Impact

Funding Resource: General Purpose: Dr. Denise Saddler would receive a base salary of \$357,053.83 per year. 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. For the 2025-26 school year, Dr. Saddler will receive Salary and Benefits delineated in Section 3 of the Agreement.

Attachment

Employment Agreement - Dr. Denise Saddler, Interim Superintendent

*Second Reading; Adoption @Regular Board Meeting, June 25, 2025.

**Disclosure of salary and benefits, for term, pursuant to Government Code Section 54953(c)(3).

**EMPLOYMENT AGREEMENT FOR
INTERIM SUPERINTENDENT OF THE OAKLAND UNIFIED SCHOOL DISTRICT**

This Employment Agreement ("Agreement") is made and entered into by and between the Oakland Unified School District, a public school district in the State of California ("District") and Denise Saddler, an individual (referred to herein as Interim Superintendent).

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Denise Saddler as the Interim Superintendent and Denise Saddler desires to accept employment as the Interim Superintendent upon the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing terms and conditions set forth herein, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement is contingent upon, and shall not become effective until the Board has approved or ratified this Agreement.

The District shall not be required provide Interim Superintendent with written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement.

2. Employment Duties and Obligations

Interim Superintendent is hereby employed to perform the services, duties and obligations required by this Agreement, the applicable position description, applicable state and federal laws and regulations, and Board policies. In performing these duties, the Interim Superintendent shall report to the Board of Education.

- a. The Interim Superintendent shall serve as the Chief Executive Officer of the Board, in accordance with Education Code Section 35035.
- b. The Interim Superintendent shall have primary responsibility for management of all District affairs. In carrying out their duties, the Interim Superintendent shall provide educational leadership to the District and make student learning and success their highest priorities.
- c. The Interim Superintendent shall be responsible for the operations of the District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.
- d. The Interim Superintendent shall establish and maintain positive community, staff, and The Board relations.
- e. The Interim Superintendent shall attend every Board meeting unless excused in writing by the Board President. This duty may not be delegated unless permitted in writing by the Board President. The Interim Superintendent shall serve as Secretary to the Board and perform the duties as prescribed in Education Code Section 35025.

- f. The Interim Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by the Board. The Interim Superintendent shall review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.
- g. The Interim Superintendent may appoint senior District administrators to advise the Interim Superintendent as part of the Senior Leadership Team. The Interim Superintendent shall seek Board approval before appointing administrators to the Senior Leadership Team.
- h. Annually, the Interim Superintendent shall prepare and submit a recommended District budget to the Board, with supporting financial information to assist the Board in approving a sound budget.
- i. The Interim Superintendent shall enter into Agreements for and on behalf of the District, subject to Board approval or ratification as required by law.
- j. The Interim Superintendent shall have primary responsibility for making timely and appropriate recommendations to the Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. As required by Education Code Section 35035, and subject to the approval of the Board, the Interim Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. They shall also be responsible to periodically evaluate or cause to be evaluated all District employees.
- k. The Interim Superintendent shall represent the District before the public and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results. The Interim Superintendent shall act as the primary liaison with the local, state, and federal agencies and elected representatives. The Interim Superintendent is encouraged to attend appropriate local community meetings. The Interim Superintendent shall regularly report to the Board on all external relations activities. The Interim Superintendent shall engage with appropriate local communities around trustee area elections and representation.
- l. The Interim Superintendent shall have such other duties properly delegated to them by Board policies or by other Board actions.

3. Salary and Benefits

Salary

The Interim Superintendent shall receive a salary of three hundred and fifty seven thousand fifty three dollars and eighty three cents (\$357,053.83) per annum in twelve monthly instalments. This amount is equivalent to Step 1 of the Interim Superintendent Salary Schedule attached hereto as Attachment A.

Work Year and Vacation

Interim Superintendent's work year shall be 227 days. Any days worked beyond 227 days shall not be compensated without prior written approval from the Board President. Within 10 days of the Effective Date of this Agreement, Interim Superintendent shall submit a proposed work year calendar to the Board President for approval. Requests to amend or revise the approved work year calendar shall be submitted in writing and approved by the Board President in advance. In the event that the Interim Superintendent works more than 227 days in a fiscal year, their daily rate of pay is defined as the annual current salary divided by 227 days.

Leaves and Benefits

During the term of this Agreement, Interim Superintendent shall be entitled to all benefits applicable to management employees as an incident to their employment relationship with the District, including but not limited to, the employer retirement contributions to the California State Teachers Retirement System (STRS) and paid sick leave of 84 hours per annum and holidays. Unused sick leave may be carried forward into any subsequent year.

Interim Superintendent and their dependents shall be entitled to all the health and welfare benefits as set forth in the District's insurance policies and plans in effect at the time of execution of this Agreement, or such policies and plans that may be implemented at a future date, as afforded to other management employees. Interim Superintendent shall be reimbursed for costs and mileage in accordance with District policy, and state and federal law.

4. Termination

1. By Interim Superintendent

Interim Superintendent may terminate their obligations under this Agreement by giving the District at least forty-five (45) days written notice.

2. Mutual Agreement

The District and the Interim Superintendent may agree in writing to terminate this Agreement at any time.

3. Termination With Cause

This Agreement may be terminated by the District, with no further District obligation to the Employee beyond salary and benefits accrued to date, upon determination by the Board of any of the following causes:

- a. Continued and material failure or refusal by Interim Superintendent to perform in a satisfactory manner the essential duties and responsibilities of the position
- b. Serious intentional misconduct or malfeasance; or
- c. Any of the grounds set forth in Education Code section 44932 *et. seq.*, except that accompanying statutory dates, warnings, notices and hearing procedures and limitations to certificated employees are not applicable to this Agreement.

Prior to final determination by the Board of cause for termination, the Interim Superintendent shall be provided a seven (7) day written notice of the action and the reasons therefore, and a reasonable opportunity to be heard by the Board. The Board's determination shall be final.

5. Termination Without Cause

1. Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to Interim Superintendent. If the Board elects the option to terminate this Agreement without cause, then Interim Superintendent shall receive their regular salary for the remainder of the Term, or one (1) month, whichever is less, and shall additionally be entitled to the health insurance benefits Interim Superintendent has elected for the same period of time. Such termination payments shall be paid on the same installment basis as the Interim Superintendent current salary unless both parties have mutually agreed to another form of

compensation.

2. Pursuant to Government Code 53243.2, any funds received by Interim Superintendent from the District as a buyout, resulting from the Board's decision to terminate Interim Superintendent without cause, shall be fully reimbursed to the District if the Interim Superintendent is convicted of a crime involving the abuse of their office. If the District funds the criminal defense of Interim Superintendent against charges involving the abuse of their office or position, and Interim Superintendent is then convicted of those charges, Interim Superintendent shall fully reimburse the District for all District funds paid for Interim Superintendent's criminal defense.

6. Conflict of Laws

This Agreement shall be governed by the laws of the State of California.

7. Integration and Modification

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

8. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

9. Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

10. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

11. Headings

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

13. Indemnity

In accordance with the provisions of Government Code §825 and 995, the District shall defend Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Interim Superintendent in their individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Interim Superintendent was acting within the scope of employment.

Oakland Unified School District

By: _____
Board President

Dated: _____

Interim Superintendent
By: Denise Gail Saddler
Denise Saddler, Ed.D

Dated: 6/9/2025

Approved or Ratified by the Board of Education on: _____

UNSIGNED COPY

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Oakland Unified School District

By: _____
Board President

Dated: _____

Interim Superintendent

By: _____
Denise Saddler, Ed.D

Dated: _____

Approved or Ratified by the Board of Education on: _____