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

# Memo

**To** Board of Education

**From** Jennifer Brouhard, Board President  
Valerie Bachelor, Vice President

**Board Meeting Date** May 13, 2026

**Subject** Employment Agreement - Dr. Denise Gail Saddler Ed.D, Superintendent

**Action** Approval by the Board of Education of a new Employment Agreement with Dr. Denise Gail Saddler Ed.D to serve as Superintendent of the Oakland Unified School District for the term July 1, 2026 through June 30, 2027, with a base salary of \$367,765.45 per year plus health and fringe benefits consistent with District policy and the terms of the Agreement.

**Background** The Superintendent serves as the chief executive officer and educational leader of the District and is responsible for carrying out the educational, managerial, fiscal, and administrative responsibilities of the District in accordance with Board policy and applicable state and federal law. Pursuant to Education Code section 35035, the Superintendent is responsible for implementing Board policies and overseeing the day-to-day operations of the District.

On May 13, 2025, the Board approved an employment agreement appointing Dr. Denise Gail Saddler Ed.D as Interim Superintendent for the 2025–2026 school year while the District stabilized operations and considered long-term leadership planning. During her tenure as Interim Superintendent, Dr. Saddler has led the District through a period of significant fiscal and operational transition, including implementation of the District’s fiscal stabilization efforts, labor negotiations, and continued academic and operational support for schools and students.

The proposed agreement transitions Dr. Saddler from Interim Superintendent to Superintendent effective July 1, 2026, and continues the Board’s commitment to stable executive leadership during a critical period for the District.

**Discussion**

Dr. Saddler is a veteran Bay Area educator with more than 40 years of service in public education. Her experience includes classroom teaching, school site leadership, executive district administration, labor leadership, and regional educational leadership.

Within Oakland Unified School District, Dr. Saddler previously served as principal of Chabot Elementary School and as Network Executive Officer overseeing schools in North and West Oakland. She later led districtwide community engagement and school transition efforts and served as President of the Oakland Education Association for six years, helping strengthen labor-management collaboration and stakeholder engagement across the District.

Regionally, Dr. Saddler served as Assistant Superintendent of Educational Services for the Berryessa Union School District, where she led instructional initiatives and professional learning efforts across multiple campuses. Most recently, she served on the community advisory committee responsible for recommending the naming of the District’s administrative headquarters as the Dr. Marcus A. Foster Leadership Center.

The proposed agreement reflects the Board’s determination that continuity in executive leadership is in the best interests of the District as Oakland Unified continues implementation of its fiscal stabilization strategies, academic priorities, labor relations initiatives, and operational improvements.

The agreement provides for a one-year term from July 1, 2026 through June 30, 2027. The agreement also updates Dr. Saddler’s title from Interim Superintendent to Superintendent and establishes compensation and benefits consistent with the responsibilities of the position and comparable executive leadership agreements.

**Recommendation**

Approval by the Board of Education of a new Employment Agreement with Dr. Saddler to serve as Superintendent for the term July 1, 2026 through June 30, 2027, with a base salary of \$367,765.45 per year plus health and fringe benefits.

**Fiscal Impact**

Funding Source: General Purpose Fund.

Under the proposed agreement, Dr. Saddler would receive a base salary of \$367,765.45 annually, in addition to health and welfare benefits, retirement contributions, and other fringe benefits provided to executive management employees pursuant to District policy and the terms of the Agreement. For the 2026-2027 school year, Dr. Saddler would receive \$13,800.00 in additional pay (eligible stipends) and \$88,655.32 in projected District-paid benefits (including health, vision, and dental insurance; long term disability insurance; life insurance; membership in professional associations; STRS; workers

compensation; Medicare). State law requires disclosure of executive compensation and fringe benefits for local agency executives.

**Attachment**

Employment Agreement Between OUSD and Dr. Denise Saddler Effective July 1, 2026 through June 30, 2027- Superintendent of Schools.

**EMPLOYMENT AGREEMENT FOR  
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 Dr. Denise Gail Saddler Ed.D, an individual (referred to herein as Superintendent or Dr. Saddler).

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Denise Saddler as the Superintendent and Dr. Denise Gail Saddler Ed.D desires to accept employment as the 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, 2026 and terminate on June 30, 2027, 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 to provide 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**

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 Superintendent shall report to the Board of Education.

- 2.1. The Superintendent shall serve as the Chief Executive Officer of the Board, in accordance with Education Code Section 35035.
- 2.2. The Superintendent shall have primary responsibility for management of all District affairs. In carrying out their duties, the Superintendent shall provide educational leadership to the District and make student learning and success their highest priorities.
- 2.3. The 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.
- 2.4. The Superintendent shall establish and maintain positive community, staff, and The Board relations.
- 2.5. The 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 Superintendent shall serve as Secretary to the Board and perform the duties as prescribed in Education Code Section 35025.
- 2.6. The 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 Superintendent shall review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification.
- 2.7. The Superintendent may appoint senior District administrators to advise the Superintendent as part of the Senior Leadership Team. The Superintendent shall seek Board approval before appointing administrators to the Senior Leadership Team.
  - 2.8. Annually, the 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.
  - 2.9. The Superintendent shall enter into Agreements for and on behalf of the District, subject to Board approval or ratification as required by law.
  - 2.10. The 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 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.
  - 2.11. The 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 Superintendent shall act as the primary liaison with the local, state, and federal agencies and elected representatives. The Superintendent is encouraged to attend appropriate local community meetings. The Superintendent shall regularly report to the Board on all external relations activities. The Superintendent shall engage with appropriate local communities around trustee area elections and representation.
  - 2.12. The Superintendent shall have such other duties properly delegated to them by Board policies or by other Board actions.

### **3. Salary and Benefits**

#### **3.1. Salary**

The Superintendent shall receive a salary of three hundred and fifty seven thousand fifty three dollars and eighty three cents (\$367,765.45) per annum in twelve monthly installments. This amount is equivalent to Step 2 of the Superintendent Salary Schedule. During the term of this Agreement, the Superintendent shall be entitled to salary increases provided to all other District confidential administrators. In addition, the Superintendent shall be eligible for those stipends made available to eligible confidential administrators.

#### **3.2. Work Year and Vacation**

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, 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 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.

#### **3.3. Leaves and Benefits**

During the term of this Agreement, 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.

Superintendent and their dependents shall be entitled to all the health vision, dental, long-term disability, and life insurance plans to the same extent as other confidential administrators 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. Superintendent shall be reimbursed for costs and mileage in accordance with District policy, and state and federal law.

### **3.4. Life and Disability Insurance**

The District, at its cost, shall provide the Superintendent with term life insurance in the amount of \$1 million dollars. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to maintain this insurance by assuming the payments of the then applicable premiums applicable to her policy. In addition, the District, at its cost, shall provide the Superintendent with disability insurance at 100% of her annual base salary. Both the life insurance policy and disability policy shall be owned by the Superintendent and the premiums for such policy shall be treated as taxable income to her.

## **4. Termination**

### **4.1. By Superintendent**

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

### **4.2. Mutual Agreement**

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

### **4.3. 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:

**4.3.1.** Continued and material failure or refusal by Superintendent to perform in a satisfactory manner the essential duties and responsibilities of the position;

**4.3.2.** Serious intentional misconduct or malfeasance; or

**4.3.3.** 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.

**4.4.** Prior to final determination by the Board of cause for termination, the 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**

- 5.1. 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 Superintendent. If the Board elects the option to terminate this Agreement without cause, then 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 Superintendent has elected for the same period of time. Such termination payments shall be paid on the same installment basis as the Superintendent current salary unless both parties have mutually agreed to another form of compensation.
- 5.2. Pursuant to Government Code 53243.2, any funds received by Superintendent from the District as a buyout, resulting from the Board's decision to terminate Superintendent without cause, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of their office. If the District funds the criminal defense of Superintendent against charges involving the abuse of their office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse the District for all District funds paid for 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**

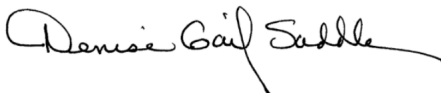
In accordance with the provisions of Government Code §825 and 995, the District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in their individual capacity, or official capacity as an agent and employee of the District,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

**Oakland Unified School District**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board President

**Superintendent**

By: 

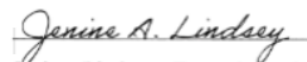
Dated: \_\_\_\_\_

Denise Gail Saddler, Ed.D

Approved by the Board of Education on: \_\_\_\_\_

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introduction Date: 5/13/2026  
Enactment No.: \_\_\_\_\_  
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By: \_\_\_\_\_

Approve as to form:

  
Jenine Lindsey, General Counsel

