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Memo

To Board of Education

From Jennifer Brouhard, Board President
Dr. Denise Gail Saddler, Superintendent

Board Meeting Date June 10, 2026

Subject Employment Agreement - Dr. Denise Saddler, Superintendent

Action Approval by the Board of Education of an Employment Agreement with Jenine Lindsey to continue serving as General Counsel for the term July 1, 2026 through June 30, 2029, at Range 18, Step 1 of the Executive Management Salary Schedule with an annual base salary of \$306,046.15, District-paid benefits, supplemental retirement plan contributions, and other fringe benefits as provided in the Agreement.

Background The General Counsel serves as the District’s chief legal advisor and legal representative, jointly reporting to the Board of Education and the Superintendent. The General Counsel provides legal counsel on governance, labor and employment, special education, student matters, public records, charter schools, facilities, litigation, contracts, and regulatory compliance, while overseeing the District’s Legal Office and related departments.

An Oakland native, Oakland Unified School District graduate, Ms. Lindsey exemplifies the District’s commitment to developing and promoting internal talent. Her extensive experience in public education law and deep understanding of the District’s operations position her to continue providing exceptional legal leadership and counsel to the Board and Superintendent.

Since her appointment as General Counsel in June 2024, Jenine Lindsey has provided strategic legal leadership to the District during a period of significant organizational, operational, and fiscal transition. Ms. Lindsey has successfully advised the Board of Education and District leadership on complex legal matters, collective bargaining, charter school oversight, facilities issues, litigation management, regulatory compliance, governance, and risk mitigation. Her leadership has strengthened the District’s legal infrastructure

while supporting the District's goals of fiscal stability, operational excellence, and student success.

The proposed agreement reflects an expanded scope of responsibility that includes direct executive oversight of Risk Management functions, in addition to the previously held oversight of claims administration, regulatory compliance, facilities use negotiations, charter school facilities matters, and enterprise-wide legal risk management. The agreement also aligns compensation with the current Executive Management salary schedule and establishes terms intended to support continuity and stability in the District's legal leadership.

Recommendation

Approval by the Board of Education of the Employment Agreement with Jenine Lindsey to serve as General Counsel for the term July 1, 2026 through June 30, 2029, at Range 18 of the Executive Management Salary Schedule with an annual base salary of \$306,046.15, District-paid benefits, supplemental retirement plan contributions, and other compensation and benefits as specified in the Agreement.

Fiscal Impact

Funding Source: General Purpose Fund.

Under the proposed agreement, Ms. Lindsey would receive a base salary of \$306,046.15 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, Ms. Lindsey would receive \$12,000.00 in additional pay (eligible stipends), \$35,031.27 in District-Paid Benefits (including health, vision, and dental insurance; long term disability insurance; life insurance; membership in professional associations), and \$90,796 in fringe benefits (annual longevity payment and Supplemental Retirement Plan payment). State law requires disclosure of executive compensation and fringe benefits for local agency executives.

Attachment

Employment Agreement Between OUSD and Jenine Lindsey Effective July 1, 2026 through June 30, 2029 as General Counsel

EMPLOYMENT AGREEMENT

Jenine Lindsey, Esq., 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 July 1, 2026 through June 30, 2029 ("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:
 - a. 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;
 - b. 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;
 - c. managing and supervising the District's Legal Office, Labor Relations Department, Board Office, Charter Office, Ombudsperson, Risk Management, and other departments assigned to the General Counsel Division as of the date of this Agreement;
 - d. protecting and preserving the legal, ethical and financial stability of the District; and
 - e. 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 Oversight and Duties include:

- **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

- **Regulatory Compliance and Government Relations**
 - Oversees the District's compliance with applicable federal and state regulatory requirements, including those enforced by the Equal Employment Opportunity Commission (EEOC), California Civil Rights Department (CRD), Office for Civil Rights (OCR), and other agencies with jurisdiction over District operations
 - Directs the District's response to charges, complaints, and investigations filed with regulatory agencies, including coordination of written responses, document production, on-site investigations, and negotiation of resolution agreements
 - Monitors legislative and regulatory developments at the state and federal level that may affect District legal obligations and advises leadership on required policy or operational adjustments
 - Maintains relationships with legal counsel specializing in areas relevant to District operations, including labor and employment, special education, construction, environmental law, and public agency governance
 - Ensures the District meets all mandatory reporting obligations to state and federal agencies,

including those related to discrimination, harassment, environmental health and safety, and fiscal compliance

- **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

- **Claims Management, Tort Liability and Litigation**

- Oversees the administration of the District's self-insured liability and property programs, ensuring timely investigation, evaluation, and resolution of claims filed against the District
- Directs the intake, investigation, and disposition of tort claims filed pursuant to the Government Claims Act, coordinating with Risk Management staff, site administrators, and outside counsel to evaluate liability exposure and recommend acceptance, rejection, or settlement
- Establishes and maintains claims management protocols that ensure compliance with statutory deadlines, preservation of evidence, and appropriate documentation for litigation defense
- Reviews and approves settlement recommendations within delegated authority, and prepares recommendations for Board approval on settlements exceeding that authority
- Monitors trends in claims data to identify recurring liability exposures and implements targeted risk reduction programs to address systemic issues
- Coordinates with insurance pools, joint powers authorities (JPAs), and excess carriers to ensure appropriate coverage, timely reporting of incidents, and compliance with coverage conditions

- **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 and 504 Compliance**

- Manages the District's response to Section 504 complaints filed with the Office for Civil Rights (OCR), including preparation of position statements, compilation of supporting documentation, coordination of on-site visits or virtual interviews, and negotiation of resolution agreements or voluntary resolution plans
 - Responds to complaints filed with the U.S. Department of Justice (DOJ) alleging disability discrimination under Title II of the Americans with Disabilities Act (ADA), which intersects with Section 504 obligations, coordinating with legal counsel and relevant District departments throughout the investigative process
 - Handles state and federal special education and Section 504 compliance issues
 - Represents or coordinates the District's defense in special education litigation filed in state and federal court, including appeals of OAH decisions, ensuring consistent legal positions and appropriate use of District resources
 - Supervises and approves as to form legal settlements reached through alternative dispute resolution for Section 504 and Special Education matters.
- **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
- **Risk Management**
 - Provides executive oversight of the Risk Management Officer, who plans, organizes, administers, and directs a comprehensive district-wide risk management program encompassing liability and property self-insurance programs, environmental health and safety compliance, a self-insured workers' compensation program, and capital assets and inventory management; ensures program effectiveness through regular performance review and strategic alignment with District goals.
 - Identifies, evaluates, and prioritizes legal risks facing the District across all operational areas, including employment, contracts, facilities, student affairs, and regulatory compliance, and develops proactive mitigation strategies to minimize District exposure
 - Advises the Superintendent and Board of Education on emerging legal risks, changes in state and federal law, and judicial or administrative decisions that may affect District operations, policies, or programs
 - Directs periodic legal audits of District policies, administrative regulations, and operational practices to identify areas of non-compliance or heightened legal vulnerability, and oversees the implementation of corrective measures
 - Coordinates with outside legal counsel to ensure consistent legal positions are maintained across litigation, administrative proceedings, and regulatory matters, and manages outside counsel relationships to ensure quality representation and cost-effective use of legal resources
 - Oversees the District's litigation portfolio, tracking all pending and threatened claims, lawsuits, and administrative actions; provides regular reports to the Superintendent and Board on litigation status, financial exposure, and strategic recommendations
- **Facilities Use Negotiations**
 - Leads and directs negotiation of facilities use agreements with external organizations,

- community groups, government agencies, and private entities seeking use of District property
- Establishes and enforces standard terms and conditions for facilities use, including indemnification requirements, insurance minimums, fee structures, and permitted use limitations
- Reviews and approves all facilities use agreements for legal sufficiency, risk exposure, and alignment with District policy prior to execution
- Ensures appropriate insurance certificates, hold harmless agreements, and liability waivers are secured from all facilities users before access is granted

- **Charter Schools**

- Oversees District compliance with Proposition 39 and all applicable state regulations governing charter school facilities requests, ensuring timely and legally defensible responses within required deadlines
- Negotiates Facilities Use Agreements (FUAs) with charter schools, including terms governing shared space, proportional cost allocation, maintenance responsibilities, and permitted modifications to District facilities
- Supervise departmental reviews of proposed and renewal charters for legal compliance, identifying areas of concern and coordinating with legal counsel to formulate District responses or conditions
- Supports compliance with Proposition 39 and charter schools facilities requests
- Reviews proposed and renewal charters for legal compliance, identifying areas of concern and coordinating with legal counsel to formulate District responses or conditions

- 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; sufficient resources shall include adequate staffing in the Labor Relations Department and at least one labor attorney to support efficient collective bargaining.
- 3.5. District shall provide Employees within the Office of General Counsel with the office, equipment, material and resources reasonably necessary to fulfill the duties, responsibilities and obligations of the 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.
- 3.8. Employee shall have the right to return to the prior position classification held immediately before appointment by employment Agreement. If the Prior Position classification no longer exists at the time the Employee exercises the right to return, the District shall place the Employee in a classification that is substantially similar in duties, responsibilities, and salary range. Consistent with California Education Code Section 45256.5, Employee's appointment pursuant to this Agreement shall not diminish, waive, or extinguish Employee's classified employee rights, benefits, and seniority accrued in the Prior Position, except as otherwise provided by law or this Agreement.

Article 4. Compensation

For the Term, Employee shall be paid on Range 18 of the Executive Management salary schedule with total base salary of \$306,046.15 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. Provided that this Agreement is in effect and has not been terminated by either party by June 30, 2026, the District shall provide a longevity payment to the Employee of \$10,000.00 recognizing the start of her third year of her employment in this role as of July 1, 2026. Payment shall be remitted no later than July 31, 2026. In-Lieu of new salary placement at Range 18, employee's longevity stipend shall discontinue effective June 30, 2027.
- 4.4. Provided that this Agreement is in effect and has not been terminated by either party by June 30, 2029, 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 General Counsel on each date under this Agreement:
 - a. On June 30, 2027: \$15,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) for 2026-27.
 - b. On June 30, 2028: \$15,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) for 2027-28.
 - c. On June 30, 2029: \$15,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) for 2028-29.

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.
- 6.4. The District, at its cost, shall provide the Employee with term life insurance in the amount of \$1 million dollars. Upon termination or expiration of this Agreement, the Employee shall be entitled to maintain this insurance by

assuming the payments the then applicable premiums applicable to her policy. In addition, the District, at its cost, shall provide the Employee with disability insurance at 100% her annual base salary. Both the life insurance policy and disability policy shall be owned by the Employee and the premiums for such policy shall be treated as taxable income to her.

6.5.

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 nine (9) months, the maximum severance amount shall be an amount equal to the monthly salary of the employee multiplied by nine (9). 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 nine (9) 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 the 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
Denise G. Saddler, Interim Superintendent
Oakland Unified School District
1011 Union St.
Oakland, CA 94607
Denise.saddler@ousd.org

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

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

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

EMPLOYEE

Name: Jenine Lindsey

DocuSigned by:
Jenine Lindsey
9D456C85FBCE45F...
Signature: _____

Date: 6/7/2026

Oakland Unified School District

Name: Dr. Denise Gail Saddler

Signature: _____

Position: Interim Superintendent

Date: _____

Name: Jennifer Brouhard

Signature: _____

Position: Board President

Date: _____

Approved as to form:

DocuSigned by:
Namita Brown
8E7870C24B6E480...

Namita Brown

Oakland Unified School District

By: _____ Dated: _____
Board President

Superintendent

By: _____ Dated: _____
Denise Saddler, Ed.D

Approved or Ratified by the Board of Education on: _____