**EMPLOYMENT CONTRACT**

**Superintendent of Schools/Chief Executive Officer**

This Contract is entered into between the BOARD OF EDUCATION ("the Board") OF SCHOOL DISTRICT NO.1 IN THE CITY AND COUNTY OF DENVER ("the District" or "DPS") and Dr. Alex Marrero ("the Superintendent"). The District and the Superintendent, for the consideration specified herein, agree as follows:

1. Effective Date.

Dr. Alex Marrero will be retained as the Superintendent of Denver Public Schools effective May 1, 2025. ("Effective Date").

2. Term of Employment.

a. The term of this Contract shall be from the Effective Date to June 30, 2028, unless terminated pursuant to any events set forth in paragraphs 8 or 9 below. The period from July 1 to the following June 30 shall be referred to as a "Year."

b. On or before January 1, 2028, the Board shall notify the Superintendent if it intends to extend this Contract for an additional Year. If the Board does not notify the Superintendent of its intent not to renew this Contract by January 1, 2028, the Contract will be extended for an additional Year ("Renewal Date"). The Superintendent shall provide written notice of this automatic renewal provision to the Board President. Such notice shall be provided at least 60 days, but not more than 120 days prior to the Board meeting where renewal or nonrenewal is to be considered. Failure to provide the required notice shall invalidate the automatic renewal provision in this subsection 2.b.

3. Duties and Responsibilities of Superintendent.

a. Except as provided in paragraph 3.c., the Superintendent shall devote his full time and attention to the duties of his employment and shall perform the same to the best of his ability. At all times during the term of this Contract, the Superintendent shall meet any applicable requirements of Colorado law and regulations of the State Board of Education for holding the office of Superintendent. This Contract is subject to applicable District policies, rules and regulations ("Policies") now or hereafter in effect and the Superintendent shall perform all duties prescribed by such Policies and comply with all directions of the Board given in its official capacity. The Superintendent shall have charge of the administration of the schools under the direction of the Board. As the chief executive officer of the District, he shall: have administrative authority and responsibility for the appointment, termination (to the extent permitted by law), assignment, reassignment and evaluation of all personnel in the District; organize, reorganize, and arrange the administrative and supervisory staff as best serves the District; select all personnel,

subject to the approval of the Board for licensed personnel; recommend policies to the Board and adopt regulations, rules and procedures deemed necessary for the well ordering of the District; advise the Board on educational matters; prepare and recommend an annual budget to the Board; develop, implement, and maintain a system of school improvement and education accountability; and in general perform all duties incident to the office of the Superintendent and such other reasonable duties as may be prescribed by the Board from time-to-time consistent with the position of Superintendent. Without the written consent of the Superintendent, the Board shall not reassign the Superintendent to any other position in the District nor shall it reassign the duties of the Superintendent to other employees in the District.

b. The Superintendent shall have the right to attend all public Board meetings and all Board and citizen committee meetings, and provide administrative recommendations on each substantive item of business considered by each of these groups. The Superintendent shall have the right to attend all executive sessions of the Board except when the Board exercises its option to meet in executive session without the Superintendent present to discuss matters relating to the Superintendent's performance or his employment status with the District.

c. The Superintendent may, from time-to-time, undertake paid or unpaid speaking engagements, writing, lecturing, or other paid or unpaid activities during the days allowed for vacation, personal leave or outside of working hours, or as specifically authorized by the Board, provided such activities do not interfere or conflict with his duties and obligations as Superintendent hereunder, and provided further that if the Superintendent receives any form of compensation, or remuneration for such activities, then his expenses for participation therein shall be without reimbursement.

4. Compensation.

a. Base Salary. The Superintendent's annual base salary ("Base Salary") shall be Three Hundred and Five Thousand Dollars ($305,000), payable in equal installments subject to applicable and required withholdings and such other deductions as may be required by law or authorized by the Superintendent. The Base Salary shall be increased annually each August 1 at the rate of the Denver-Aurora-Lakewood Consumer Price Index (CPI) used in the School Finance Act.

b. For each year during the term of this Contract, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent in an amount equal to eight percent (8%) of the Superintendent's annual salary plus any increase earned under Paragraph 4(b) below. The District shall contribute to the Supplemental Retirement Plan on or before December 31 of each year during the term of this Contract, beginning July 1, 2022.

The Supplemental Retirement Plan (the Plans) shall be a plan established under Section 403(b), 457(b), and/or 401(a) of the Internal Revenue Code (the "Code").

The Plans shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The Plans plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the Plans plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

c. Policy Governance. The Parties agree the relationship between the Superintendent and the Board shall be governed by the principles set forth in Appendix A (the "Policy Governance"). Should the Board elect to materially alter the Governance Policy, such changes may be deemed by the Superintendent a Unilateral Termination by the District as such term is defined in Section 14.b.. The Parties agree that a good faith discussion regarding a Unilateral Termination by the District under this section should take place prior to the Superintendent exercising any rights under this Section. Therefore, the Superintendent will provide the Board President with a written notice of his concern that the Board has materially altered its governing principles as described above thirty (30) days prior to the Superintendent terminating his employment with the District. During this thirty (30) day period the Parties will enter into good faith discussions intended to resolve the Parties' governance concerns

d. The terms and consideration as agreed to by the District and Superintendent in this employment agreement to be entered into following the date hereof shall apply retroactively to January 1, 2023.

5. Benefits.

a. During the term of this Contract, the Superintendent shall receive or participate in the benefits provided generally to full-time administrators, and/or cabinet members of the District on the same basis as available to those staff members, including, but not limited to, bi-monthly flexible benefit credits, holidays, vacation and personal leave, sick leave, disability leave, health insurance and retirement benefits, and such other benefits as may from time to time be approved by the Board of Education. The Superintendent will be paid for and all unused accumulated vacation days at the termination of his employment at his then daily rate of pay only as contemplated by Colorado law. The Superintendent may also request payment for fifteen (15) days of accrued but unused vacation days on June 30 of each year during the term of this Contract, to be paid at the Superintendent's Daily Rate. Such benefits are subject to change at any time on the same basis as generally changed for full-time District administrators, including cabinet members. In addition to such benefits generally available, the Superintendent shall be entitled to the following:

b. Sick Leave Payout. The Superintendent will be paid for all unused accumulated days of sick leave at the termination of his employment at the Superintendent's

daily rate. Sick leave payout will accrue at the end of a successful contract including any extension(s) to the Superintendent's contract and will be capped at a maximum of 10% of the Superintendent's then current salary. Sick days will rollover annually.

c. Personal Days. The Superintendent will be paid for all unused accumulated personal days at the termination of his employment at the Superintendent's daily rate.

d. Reimbursable Expenses. The District shall reimburse the Superintendent in accordance with District expense reimbursement policies and procedures, the reasonable necessary expenses associated with carrying out his duties and activities hereunder.

e. Professional Development Expenses, Costs and Fees. The District shall permit a reasonable amount of release time and pay the fees, travel and per diem expenses for the Superintendent to attend those professional growth activities connected with the normal performance of duties associated with his office. During the term of this Contract, the Board shall pay the Superintendent's membership dues for membership in customary national, state and local professional organizations to which a large school district superintendent regularly belongs. The District will pay the cost of an executive coach for the Superintendent.

f. Civic Activities Expenses, Costs and Fees. The Board expects the Superintendent to be engaged in civic organizations and activities. To support this engagement, the District shall permit a reasonable amount of release time and pay the fees, membership dues, travel and per diem expenses for the Superintendent to participate in local community, business and civic organizations connected with the normal performance of duties associated with his office.

g. Life Insurance. The District shall reimburse the Superintendent up to $5,000 per year in order for the Superintendent to purchase a life insurance policy on the Superintendent for the benefit of the Superintendent's designated beneficiaries. The Superintendent shall pay all premiums and other costs required to maintain such policy during the Superintendent's employment with the District.

h. Technology. The District shall provide a laptop computer or other agreed upon computing device for use by the Superintendent. The Superintendent may also be permitted personal use of the computer furnished to him by the District. The Superintendent shall be required to maintain a cellular telephone (paid for by the District) and be accessible by it to Board members and high level administrators at reasonable times. The Superintendent understands that information stored in his cell phone or computer is subject to public disclosure if such information is related to the public business of the District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other District-owned devices, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other District-

owned or paid-for devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

i. Employee Service. For each year the Superintendent receives a satisfactory evaluation, the District shall provide monies sufficient to purchase one year of service credit under Colorado Public Employee Retirement Association's ("PERA") rules and regulations at the time of payment. Contributions shall be made to a Service Purchase Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Sections 403(b), 457(b), and 401(a) of the Code. The Superintendent shall submit to the District evidence of eligibility for purchase in PERA and documentation from PERA of the cost of such service purchase. The contribution to the Plan shall be after the evaluation each Year of this Contract and within thirty (30) days of receiving the documented calculation of cost from the Superintendent. The Plan shall be established as an employer-paid plan with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The Plan shall be established under a written plan document that meets the requirements of the Code and such document is hereby incorporated herein by reference. The funds for the Plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. Contributions to the Plan shall first be made to the 403(b) plan up to the maximum allowed by the Code, taking into account any employee deferrals made by the Superintendent to any 403(b) plan of the Employer. Contributions in excess of this maximum shall be made to the 457(b) plan up to the maximum allowed by the Code, taking into account any employee deferrals made by the Superintendent to any 457(b) plan of the Employer. Contributions in excess of this maximum shall be made to the 401(a) plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Plan shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent.

6. Indemnification.

a. To the full extent allowed by law, the District will indemnify and hold harmless the Superintendent and, at his request, defend him from and against any loss, expense (including attorneys' fees), damage, injury suffered or liability sustained by the Superintendent, or any legal action brought or liability sought against him by reason of any acts, omissions, or alleged acts or omissions in his capacity as Superintendent arising out of his activities on behalf of the District, including but not limited to any judgment, award, settlement, reasonable attorneys' fees, and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim; provided that the acts, omissions, or alleged acts or omissions upon which such actual or threatened action, proceeding, or claim are based were not performed or omitted fraudulently or as a result of wanton and willful misconduct or gross negligence.

b. The obligations of the District pursuant to this paragraph shall be conditioned upon (1) prompt notification to the District by the Superintendent of any claim known to him; (2) reasonable cooperation by the Superintendent with the District and legal counsel defending the claims; and (3) the Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board.

c. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions or legal proceedings.

d. The provisions of this Section 6 shall survive the termination of this Contract.

7. Board/Superintendent Relationships/Communications.

The Board, collectively and/or individually, shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships. At least annually, the Board and the Superintendent shall meet to review and discuss the process and procedures regarding how they are communicating. The Board shall promptly refer all significant complaints regarding the Superintendent to the Superintendent for review.

The Board and the Superintendent shall work with each other in the spirit of cooperation and teamwork, as consistent with their respective roles and responsibilities, and shall provide each other regular and periodic opportunities to discuss the Board/Superintendent relationship and communication. The Board shall refer all serious and significant criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the complaint is made against the Superintendent under Board policy, and the Board determines that the welfare of the District requires confidentiality. The Superintendent shall share with the Board serious and significant criticisms, complaints and suggestions concerning the District that may come to his attention.

8. Annual Evaluation of the Superintendent.

The Board shall evaluate and assess in writing the performance of the Superintendent each Year during the term of this Contract. This evaluation and assessment shall be based upon the accomplishment of goals agreed to by the Board and Superintendent no later than October 31 of each Year. For the first Year of this Contract, the Board and the Superintendent shall agree upon the goals as soon as is feasible. At minimum, this evaluation will include a meeting between the Superintendent and the Board in executive session no later than October 31 of each Year. By October 31 of each Year, the Superintendent shall provide the Board with a written self-appraisal and the Board shall consider the self-appraisal in evaluating the Superintendent. The Superintendent's evaluation shall be kept confidential to the extent permitted by Colorado law. The Board or the Superintendent may request a facilitator to assist the Board in conducting the Superintendent's goal setting and/or evaluation. The time for evaluation may be extended by

agreement of the parties. Nothing in this evaluation section shall be deemed to be a prerequisite to or condition of dismissal, termination, or other personnel action.

9. Termination by the Board Without Cause.

The Board may terminate this Employment Contract for any reason without cause upon an affirmative vote of a super majority of the full Board at a regular or special meeting of the Board. The Board shall provide written notice to the Superintendent that an agenda item concerning possible action regarding termination without cause at least sixty (90) calendar days prior to the agenda item being placed on the Board agenda. In the event of such termination, the Board shall pay to the Superintendent, upon execution of a mutually agreeable release, severance pay pursuant to paragraph 14(b) below.

10. Termination for Cause.

The Board may at any time during the initial term, or any extension thereof, terminate the Superintendent's Contract for cause, which includes, but is not limited to (1) a material breach of this Contract, (2) continuing and intentional failure to fulfill the responsibilities of the Superintendent specified in paragraph 3(a) of this Contract, (3) commission or omission of any act of fraud, embezzlement, theft or misappropriation by the Superintendent in connection with the Superintendent's employment with the Board; (4) any conviction, guilty plea or plea of nolo contendere by the Superintendent for any felony; or (5) repeated intentional and willful violation by the Superintendent of Board policies. The parties agree that in the event of the Board's proposed termination of the Superintendent for cause, the Superintendent shall have the right to written charges, a hearing before the Board, as described in this paragraph, ten (10) days advance written notice of said charges and hearing, and a written final decision. At any such hearing before the Board, the Superintendent shall have the right to be present to be heard, to be represented by counsel, to examine witnesses, and to produce testimonial and documentary evidence relevant to the charges. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent.

11. Disability.

The Board shall purchase a disability insurance policy for the Superintendent so that in the event that the Superintendent becomes disabled by reason of illness, injury or incapacity and is unable to perform his duties and responsibilities hereunder with or without reasonable accommodations to the full extent required by the Board, he shall continue to receive compensation as provided in paragraphs 4 and 5 for up to twenty-four (24) months. When such disability continues for a period of twelve (12) months this Contract may be terminated by the Board and the Board shall have no further liability or obligation to the Superintendent for compensation hereunder; provided, however, that the Superintendent will be entitled to receive (a) payments under the disability policy specified in the first sentence of this paragraph 11 and the payments prescribed under any other disability benefit plan that may be in effect for District administrators and (b) any salary, reimbursements or other payments then due and owing. It is understood that nothing in this paragraph shall constitute a waiver of any rights that the Superintendent may have under applicable workers' compensation laws, provisions of the Americans with Disabilities Act or provisions of state statutes of similar effect.

12. Termination by Superintendent.

The Superintendent may, at his option, unilaterally terminate this Employment Contract for any reason by giving the Board ninety (90) days advance written notice of such termination.

13. Termination by Mutual Agreement.

This Contract may be terminated by mutual agreement of the parties under terms that are mutually agreeable.

14. Effect of Termination/End of Contract.

a. Following the termination or end of the Contract in the event of the Superintendent's death, the Superintendent's estate shall: (1) be entitled to any earned but unpaid Base Salary due at the time of termination of the Contract; (2) be entitled to any vested 403(b), 457(b) or retirement benefits, if any; and (4) be entitled to any accrued, vested benefits pursuant to the terms of any other plans or programs in which the Superintendent is a participant, if any.

b. The Board may terminate this Agreement at any time without cause at its sole discretion, provided that the Superintendent shall be entitled to payment equal to twelve (12) months of current salary and compensation in Paragraphs 4(b) and 5; however, if the Board informs the Superintendent of its intent to not renew the Superintendent's contract as contemplated under subsection 2.b., the Superintendent shall only be entitled to payment through the end of the Year as defined in subsection 2.a. Salary paid under this Paragraph 14(b) shall be only that amount set forth in Paragraph 4(a), above as it may be increased from time to time in writing or through Cost of Living Adjustments. Upon separation, accrued, unused vacation days, personal days, and sick leave shall be paid consistent with subsections 5.a., 5.b., and 5.c.

c. The District will maintain current Health Insurance family coverage for 12 months after separation for Superintendent.

15. Suspension of the Superintendent.

The Board may, at any time, suspend the Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District.

16. Savings Clause.

If, during the term of this Contract, it is found by a court of final jurisdiction that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such ruling shall remain in full force and effect.

17. Nonassignment.

This Contract is one for personal services to be provided by Dr. Alex Marrero only, and may not be assigned. Any compensation due and payable to Dr. Alex Marrero under this Contract shall be payable to his heirs and legal representatives in the event of death.

18. Colorado Law.

This Contract and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Colorado.

19. General.

This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, agreements, arrangements and communications between the parties concerning such subject matter, whether written or oral.

[SIGNATURES ON FOLLOWING PAGE]

DATED this 1st day of May, 2021.

Dr. Alex Marrero, Superintendent

SCHOOL DISTRICT NO.1 IN THE CITY AND COUNTY OF DENVER

By: _____
President, Board of Education

ATTEST

By: _____
Secretary, Board of Education

## Appendix A

## Policy Governance

The Parties agree the relationship between them shall be governed by the following:

The Board will instruct the Superintendent through written policies that prescribe District outcomes (District Ends) to be achieved and proscribe District circumstances to be avoided (Executive Limitations), allowing the Superintendent to use any reasonable interpretation of these policies within those District Ends and Executive Limitations.

1. The Board will develop policies instructing the Superintendent to achieve specified results for specified recipients at a specified cost and/or priority. These policies will be developed systematically from the broadest, most general level to more defined levels and will be called "Ends" policies. All issues that are not "District Ends" issues are defined here as means issues.

2. The Board will develop policies that limit the latitude the Superintendent may exercise in choosing the District or staff means. These policies will be developed from the broadest, most general level to more specific or narrow levels, and they will be called "Executive Limitations" policies. The Board will avoid prescribing District or staff means delegated to the Superintendent, (i.e., the Board will avoid telling the Superintendent or staff what to do or how to do it, particularly if that direction is intended to improve the accomplishment of District Ends).

3. As long as the Superintendent uses any reasonable interpretation of the Board's District Ends and Executive Limitations policies, the Superintendent is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and pursue all activities. Such decisions of the Superintendent shall have the full force and authority as if decided by the Board. All prescriptions or proscriptions contained within any higher or more general level of District Ends or Executive Limitations policy apply to all lower or more specific policies within that same category of policies.

4. The Board may change its District Ends and Executive Limitations policies, thereby shifting the boundary between Board and Superintendent domains. By doing so, the Board changes the latitude of choice given to the Superintendent. As long as any particular delegation is in place, the Board will respect and support the Superintendent's choices.