

## EMPLOYMENT CONTRACT

### Superintendent of Schools/Chief Executive Officer

This Employment Contract is entered into between the BOARD OF EDUCATION ("BOARD") OF SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER ("District" or "DPS") and THOMAS BOASBERG ("Superintendent").

#### RECITALS

A. The Board and Superintendent wish to enter into an Employment Contract pursuant to § 22-32-110(1) (g), C.R.S. for the position of Superintendent of Schools/Chief Executive Officer of Denver Public Schools.

B. The Superintendent is willing to serve the Board in such office and on the terms and conditions set forth herein.

C. The parties acknowledge that the terms and conditions of this Employment Contract constitute valid consideration for the obligations and duties set forth herein.

THEREFORE, the parties agree:

1. Term of Employment. Thomas Boasberg is hereby appointed as the Superintendent of Schools/Chief Executive Officer of the Denver Public Schools effective January 22, 2009 ("Effective Date"). The term of this Contract shall be from January 22, 2009 to January 31, 2014, unless terminated pursuant to any events set forth in paragraphs 7 and 8 below. To the extent required by applicable law, the District will irrevocably pledge reserves of the District in an amount sufficient for the payment of any obligation under Section 11.b. The period ending each January 31 following January 31, 2009, during the term of employment shall be referred to as a "Year." The term of the Contract shall be automatically extended for an additional year, effective January 31 of 2012 and of each year thereafter unless written verification to the contrary has been given by the Board to the Superintendent on or before October 1 of 2011 and of each year thereafter; provided, however, that such renewal shall not occur if the Superintendent fails to provide written notice by certified mail to the Board President prior to September 1 of each year of the existence of this automatic renewal clause. Failure to mail the required notice shall invalidate the automatic renewal clause.

2. Duties and Responsibilities of Superintendent.

a. Except as provided in paragraph 2b, 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") as 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 corporate capacity. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall: be the chief executive officer of the District; direct and assign teachers and other employees under his supervision; 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; from time-to-time recommend policies to the Board and adopt regulations, rules and procedures deemed necessary for the well ordering of the District; 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. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. 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 Board meetings.

b. The Superintendent may, from time-to-time, undertake paid speaking engagements, writing, lecturing, or other paid 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.

3. Compensation.

a. The Superintendent shall be employed at an annual base salary ("Base Salary") of One Hundred Seventy-Six Thousand Dollars (\$176,000) for the first year of this Contract, payable in equal monthly installments. The Board, however, recognizes that the Base Salary for the first year of this Contract is significantly below the base salary of superintendents in other large systems, including those in the Denver metropolitan area and that the Superintendent agreed to the Base Salary because of the financial crisis in Colorado and in the country in January of 2009. In order to make the Superintendent's Base Salary more comparable

to superintendents in other large school districts, the Superintendent's Base Salary shall be: \$196,000 beginning February 1, 2010; \$216,000 beginning February 1, 2011 and \$236,000 beginning February 1, 2012. For the remaining years of the Contract, the Board and the Superintendent shall negotiate increases in the annual Base Salary and such annual base salaries shall be comparable to the base salaries of superintendents in other large school district. In addition, the Superintendent's base salary shall be increased annually by the cost of living adjustment (COLA). No adjustments shall cause the Superintendent's Base Salary to be less than the Base Salary paid the previous year.

b. In addition to the Base Salary, the Superintendent shall be entitled to receive performance-based compensation upon satisfactory attainment of goals mutually agreed upon by the Superintendent and the Board and upon a satisfactory performance evaluation by the Superintendent pursuant to paragraph 6. The aggregate performance based compensation payable pursuant to this paragraph for the fiscal year ending June 30, 2009 shall not exceed Fifty Thousand Dollars (\$50,000). The Superintendent and the Board shall determine the maximum amount of performance-based compensation that may be payable in future years, but such maximum shall be no less than the maximum performance-based compensation that was established for the prior year and the achievement of the mutually agreed upon goals shall be based upon the annual rate of growth from the previous year. The determination as to whether the performance-based compensation goals have been attained shall be made by the Board in consultation with the Superintendent no later than September 30 of each year of this Contract. The performance-based compensation that is due as a result of such determination shall be paid to the Superintendent no later than October 31 of each year of this Contract. For the 2008-09 school year, the performance-based compensation shall be structured in two sections, attainable as follows: (1) Twenty-Five Thousand Dollars ("25,000) based on meeting or exceeding goals agreed upon by the Board and Superintendent and the total performance-based compensation of Twenty-Five Thousand Dollars (\$25,000) in this section shall be equally divisible across the number of goals agreed upon by the Board and the Superintendent and may be earned divisibly by meeting or exceeding each individual goal; and (2) Twenty-Five Thousand (\$25,000) upon an annual performance evaluation pursuant to paragraph 6 that meets or exceeds objectives.

c. The Superintendent will be entitled to a retention bonus if he remains in the employ of the DPS through January 31, 2012 in the amount of Ten Thousand Dollars (\$10,000), payable on the regular pay period following January 31, 2012. The Superintendent will be entitled to a retention bonus if he remains in the employ of the DPS through January 31, 2013 in the amount of Thirty Thousand Dollars (\$30,000), payable on the regular pay period following January 31, 2013. The Superintendent will be entitled to a retention bonus if he remains in the employ of the DPS through January 31, 2014 in the amount of Fifty Thousand Dollars (\$50,000), payable on the regular pay period following January 31, 2014.

4. Benefits. During the term hereof, Superintendent shall receive or participate in the benefits provided generally to full-time administrators of the District on the same basis as available to those staff members, including, but not limited to, holidays, vacation and personal leave, sick leave, disability leave, health insurance and retirement benefits, and to such other benefits as may from time to time be approved by the Board of Education. The Superintendent will be paid for any unused accumulated vacation days at the termination of his employment at his then daily rate of pay. Such benefits are subject to change at any time on the same basis as generally changed for full-time District administrators.

In addition to such benefits generally available, Superintendent shall be entitled to the following benefits:

a. Notwithstanding District Policy GCCBB-Administrative and Non-Licensed Support Staff Personal/Emergency/Legal/Religious Leave, the Superintendent shall receive four (4) days of paid personal leave and no days of unpaid personal leave.

b. 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.

c. 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.

d. In years 1, 2 and 3 of this Agreement the District shall make quarterly payments to the Superintendent to match the Superintendent's quarterly payments in respect to funding the maximum deferral amounts for the calendar year under the District's 403(b) and 457(b) plans. The District's payment amounts shall be paid as of the last pay day within the calendar quarter and shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500) annually.

e. No later than thirty (30) days after the Superintendent has completed three (3) years of service as Superintendent under this Contract, the District, or a third-party for the benefit of the District's obligations herein, shall provide monies, consistent with DPSRS requirements and as required by law, sufficient to purchase twelve (12) months of service credit. For the remainder of the term of this Contract, the District, or a third-party for the benefit of the District's obligations herein, shall provide monies, consistent with DPSRS requirements and as required by law, sufficient to purchase one year of service credit upon the Superintendent's completion of each additional year of service as Superintendent. The Superintendent shall cooperate and comply with any DPSRS, or succeeding entity, requirements regarding purchase of service credits and hereby represents that he has sufficient prerequisite periods of private

and/or public employment which is not covered by DPSRS and not vested in another retirement plan to qualify for the purchase of service credits, so that the District may fulfill its obligations herein.

5. 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 missions 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. In addition, as previously provided in Mr. Boasberg's Chief Operating Officer Employment Contract entered into on May 27, 2007, to the full extent allowed by law, the District will indemnify and hold harmless the Superintendent in his previous position as Chief Operating Officer ("COO") of DPS 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 missions in his capacity as COO 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.

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 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.

6. Annual Evaluation of the Superintendent. On or before September 30 of each year of this Contract, the Board shall conduct a review conference with the Superintendent to identify and evaluate any personal and District goals and objectives.

Based on this review conference, the Board shall provide the Superintendent with an annual evaluation of his performance, including strengths and any weaknesses, which shall include a formal written evaluation and an informal discussion between the Board and the Superintendent. For the September 30, 2009 evaluation, the Board or the Superintendent may request a facilitator to assist the Board in conducting the Superintendent's 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.

7. Termination by the Board Without Cause. The Board may terminate this Employment Contract for any reason without cause upon an affirmative vote of a majority of the full Board at a regular or special meeting of the Board by giving the Superintendent notice of unilateral termination. 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 11 below.

8. Termination for Cause. The Board may at any time during the initial term or any extension hereof terminate the Superintendent's Contract for cause, which includes, but is not limited to (1) a material breach of this Contract, (2) continuing failure to fulfill the responsibilities of the Superintendent specified in paragraph 2(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.

9. 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 to the full extent required by the Board, he shall continue to receive compensation as provided in paragraphs 3 and 4 for up to twenty-four months. When such disability continues for a period of twelve 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 9 and the payments prescribed under any other disability benefit plan that may be in effect for District administrators and (b) and 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.

10. 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. Any termination under this provision shall also be subject to the requirements of § 22-63-202 (2) C.R.S. The parties agree that § 22-63-202(2), C.R.S., and any subsequent amendments to such law are incorporated into this Contract by reference

11. Effect of Termination/End of Contract.

a. Following the termination or end of the Contract for any reason, the Superintendent or, in the event of the Superintendent's death, the Superintendent's estate shall: (a) be entitled to any earned but unpaid Base Salary due at the time of termination of the Contract; (b) be entitled to any non-forfeited amounts awarded that may be payable to the Superintendent pursuant to the terms of the performance-based compensation provisions set forth in paragraph 3; (c) be entitled to any vested 403(b), 457(b) or retirement benefits, if any; and (d) 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. If termination of this Contract occurs due to termination of the Superintendent by the Board without cause, the Superintendent shall be paid either the Superintendent's then remaining unpaid Base Salary through the end of the Contract or six months of his applicable Base Salary, whichever is less. In addition, if the Superintendent has not vested in the DPSRS at the time of the Board's termination without cause, the Board shall provide the Superintendent monies, consistent with DPSRS requirements and as required by law, sufficient to purchase the number of months of service credit in the DPSRS so that he achieves vesting in the DPSRS.

12. 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.

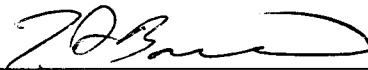
13. Savings Clause. If, during the term of this Contract, it is found by a court of final jurisdiction that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such ruling shall remain in full force and effect.

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

15. 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. If there is a dispute regarding interpretation of this Contract, the Board shall pay the reasonable attorneys' fees incurred by the Superintendent regarding the interpretation of the Contract, not to exceed Ten Thousand Dollars (\$10,000).

16. 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. This Contract supersedes the Chief Operating Officer Employment Contract ("COO Contract") previously entered into by the District and Thomas Boasberg on May 29, 2007, provided however, that Mr. Boasberg shall be entitled to indemnification provided for in the COO Contract and any benefits and performance compensation that accrued pursuant to his COO Contract.

DATED this 16 day of April, 2009.



\_\_\_\_\_  
Thomas Boasberg, Superintendent

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

By 

\_\_\_\_\_  
President, Board of Education

ATTEST

By   
\_\_\_\_\_  
Secretary, Board of Education

**MOTION**

I move, upon the request of the Superintendent, that the increase in the Superintendent's base salary scheduled for February 1, 2010, including cost of living adjustment (COLA), if any, and any performance-based compensation for the 2008-2009 school year under Sections 3(a) and (b) of the Superintendent's Employment Agreement with the Board of Education be deferred until the beginning of the 2010/2011 fiscal year; and further that any performance-based compensation under Section 3(b) of the Superintendent's Employment Agreement which cannot be determined by October 31 of each year, will be determined as soon as the requisite data is available with any payments due to be made within forty-five (45) days of the date the data is available or, otherwise, upon a mutually agreeable date. A copy of this Motion shall be maintained together with the Superintendent's Employment Agreement.



Theresa Peña  
President, Board of Education



Thomas Boasberg  
Superintendent