



Laura M. Wassmuth
lwassmuth@celaw.com

Travis J. Miller
tmiller@celaw.com

CONFIDENTIAL INFORMATION

May 12, 2026

Via email only: smckenzie3@cherrycreekschools.org

Cherry Creek Board of Education
c/o Sonja McKenzie
General Counsel
Cherry Creek School District No. 5
4610 S. Ulster St., Suite 1001
Denver, CO 80237

Re: **CONFIDENTIAL WORKPLACE INVESTIGATION**
Christopher Smith and Brenda Smith Investigation – Findings and Conclusions

Dear Ms. McKenzie and Members of the Board of Education:

At your request, we are providing a summary of the independent investigation we were engaged to conduct on behalf of the Cherry Creek School District.

SCOPE OF INVESTIGATION

As stated in the letter of engagement, we were retained to investigate (1) business travel expenses of former Superintendent Christopher Smith and current Chief Human Resources Officer Brenda Smith and (2) vendor contracts entered into by Christopher Smith and Brenda Smith on behalf of the District. With respect to travel expenses, we investigated whether Christopher Smith and Brenda Smith's expenses, charged to and paid by the District, were reasonable expenditures in furtherance of district business. Regarding vendor contracts, we investigated whether the engagement of certain vendors by Christopher Smith and Brenda Smith

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and conduct with respect to those vendors complied with District Policy. We investigated whether expenditures under vendor contracts met District standards, as stated in written policy, that funds paid to vendors must be appropriate and prudent expenditures in furtherance of District business. Included in this investigation was an evaluation as to whether Christopher Smith or Brenda Smith had had any conflicts of interest with or accepted any improper gifts from vendors in violation of written policy.

EXECUTIVE SUMMARY

Based on our investigation and applying the preponderance of the evidence standard, we conclude that it is more likely than not that Christopher Smith and Brenda Smith violated Board policy in regards to both their travel expenses and their relationship with particular vendors. We do not find any evidence, however, that the Smiths had any conflicts of interest or accepted improper gifts.

The preponderance of the evidence demonstrates that the Smiths took trips using District funds that included, in part or entirely (on at least one occasion), personal travel. We find, more likely than not, that certain travel expenses violated District policy. The Smiths failed to exercise consistent, close control over their travel expenses to ensure that all expenses were “appropriate and necessary travel costs in carrying out their authorized duties” and “related to District business.” Specifically, we identified some expenses that were paid by the District but, more likely than not, can best be described as related to personal travel rather than District business.

Our investigation into vendor contracts focused primarily on the District’s relationship with Education Accelerated, LLC (“EA”) and related vendors. Between May 2023 and January 2026, the District paid EA more than \$1.9 million, including over \$110,000 in approved travel expenses. Our investigation revealed that the Smiths had a close personal relationship with EA’s principal, David Palumbo, and further that the Smiths actively discouraged criticism of EA by District employees. We find that, more likely than not, the Smiths violated Board Policies in the vendor relationship with EA. Instances of non-compliance include Brenda Smith approving payment of vendor expenses that did not comply with Board policy and signing a contract with EA that exceeded her purchasing authority. More generally, and based on the entire course of conduct with EA, we find that it is more likely than not that the Smiths violated Board policy by engaging in favoritism toward EA and EA-related vendors and creating the appearance of impropriety.

These policy violations and the factual findings that support them are discussed in greater detail below.

METHODOLOGY

We conducted interviews of nine District employees. We interviewed Chief Human Resources Officer Brenda Smith. Former Superintendent Christopher Smith declined our interview request. In addition to Brenda Smith, we interviewed [REDACTED]

[REDACTED] With the exception of Brenda Smith, all witnesses included in this report have been assigned a random witness number. This was done to protect the witnesses' identities and promote candor. A witness key is being provided separately.

Document review included Christopher Smith and Brenda Smith's expense reports, vendor contracts with Education Accelerated and other select vendors, invoices submitted by Education Accelerated, receipts submitted by Education Accelerated, District-produced accounting spreadsheets, email communications from Christopher Smith and Brenda Smith involving their travel and their dealings with vendors, email communications from Education Accelerated employee Alicia Demsford, relevant Board policies, the Smiths' respective employment contracts, portions of the Business User Guide, and relevant Board resolutions. In total, we reviewed approximately 11,000 pages of documents.

In making our findings and reaching our conclusions, we apply the preponderance of the evidence standard. This means that the evidence must establish that it is "more likely than not" (i.e., greater than a 50 percent chance) that a finding or conclusion is true. This requires that the evidence for a finding or conclusion is more convincing, weightier, or more probable than the opposing evidence. When presented with conflicting statements from witnesses, we make credibility determinations based on a host of factors, including the existence of bias or personal interest, consistency with other evidence, and behavior.

FINDINGS OF FACTS AND CONCLUSIONS

This report contains three sections. First, we address the travel expenses incurred by Christopher Smith and Brenda Smith from late 2023 through early 2026. Second, we address issues relating to vendor contracts and vendor expenses, with an emphasis on the contractual relationship with Education Accelerated and related vendors. And third, we address whether Christopher Smith or Brenda Smith had any conflicts of interest or accepted any improper gifts.

I. Travel and Travel Expenses

A. Applicable Policies, Guidelines, and Contractual Provisions

The DJ series of Board Policies govern purchasing and expenditures by District employees. **Policy DJ** addresses public procurement procedures and the authority of District employees to enter into vendor contracts; **Policy DJ** provides that “[a]ll purchases, regardless of dollar value or method of solicitation/purchase, must be determined fair and reasonable and in the District’s best interest by the appropriate authority.”

Policy DJF expressly addresses travel expenses as follows:

Personnel and officials who incur appropriate and necessary travel costs in carrying out their authorized duties shall have those expenses paid by the District in accordance with published procedures allowing for the use of a purchasing card. Alcohol may not be purchased with District funds.

For purposes of this policy, travel costs shall mean reasonably-priced expenses for transportation, lodging, meals, and related items incurred by District employees or Board members who are on District related travel. District related travel is defined as attendance at conferences, seminars, meetings, or other events related to District business and that promote or benefit the District. Meal expenses shall be reimbursed using the established per diem reimbursement process set forth in the OneCard handbook.

...

The District’s Office of Fiscal Services promulgates the Business User Guide, commonly referred to as the “BUG,” which outlines best practices, policies, processes, and procedures for those employees whose role includes purchasing and bookkeeping responsibilities. The BUG specifically addresses meals and food purchases. It provides:

- As per the District’s OneCard Handbook: Food and refreshments, when allowed, must be determined reasonable and necessary for the conduct of official District business. OneCard supporting documentation must include sufficient documentation to support and determine necessity and reasonableness. Minimum documentation shall include, as necessary, the event, who attended, and any additional, necessary details. Only in very limited circumstances can food be purchased with Federal grant funds.
- General rule of thumb is \$50-\$100/per staff member per year.

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Policy CB addresses the Superintendent's travel expenses. It provides that it is permissible for the Superintendent to receive:

- Payment or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which he is scheduled to participate.
- Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is not extraordinary when viewed in light of his position.
- Items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.

Christopher Smith's employment contract with the Board of Education contained additional clarification and requirements regarding District-related travel. Section C.4. of the contract provides:

The Board recognizes the importance of encouraging the Superintendent to attend or participate in educational conferences or meetings as a necessary part of professional growth and outreach. The Superintendent is encouraged to attend appropriate professional meetings at the local, state, and national level. The expenses of said attendance shall be paid by the District. The Board expects the Superintendent to continue his professional development on an annual basis and expects him to participate in relevant learning experiences. *The Superintendent shall provide the Board advance written notice of participation in any such conferences, meetings and learning experiences and shall file an itemized expense statement with the District for any reimbursement.* If at any time during this Contract or any extensions hereof, the Board believes that the Superintendent's participation is interfering with the Superintendent's responsibilities to the District, the Board may limit or restrict further participation in such activities.

(Emphasis added.)

Consistent with these documents, [REDACTED] Witness No. [REDACTED] explained that the District does not pay for a non-employee spouse to travel with the employee. Thus, if both Christopher Smith and Brenda Smith traveled for District business, and charged the travel expenses to the District, the policies require that they were each engaged in District business.

B. Travel Budgets and Appropriate Expenses

The written Board Policies provide little guidance as to how much business travel is appropriate, a reasonable travel budget, or what expenses are appropriately charged to the District beyond the statement that “reasonably-priced expenses for transportation, lodging, meals, and related items” are allowed. **Policy DJF.**

Specifically, there is no published guidance limiting the number of professional travel days DLT members (which includes Christopher and Brenda Smith) are permitted per year or a percentage of total department budget appropriately allocated for travel. Christopher Smith’s contract contains a provision which permits the Board to limit his travel if it determines travel is interfering with his duties.

Brenda Smith explained that each department, including Human Resources, has its own travel budget, which is determined at the beginning of the year depending on the needs of the department. Typically, according to Brenda Smith and Witness No. ■ the budget is based on the travel expenses of the prior year. ■ Witness No. ■ confirmed that conference attendance and travel budgets are at the discretion of the department head. Witness No. ■ explained that a recent increase in the HR travel budget was due to increased personnel in the department. Witness No. ■ said that there was a noticeable increase in travel over the last couple of years. Budget documents indicate the travel budget for the Human Resources Department increased from \$202,225 in 2023-24 to \$246,295 in 2024-25. In 2024-25, the sum of total expenditures exceeded the budget by \$35,499. **Exhibit 1.**

The ■ followed the same process in setting the travel budget for the Superintendent. The Superintendent’s travel budget decreased from 2023-24 (\$99,400) to 2024-25 (\$78,500). Expenditures in 2024-25 exceeded the budget by \$12,408. *Id.* There was a general understanding expressed by all District employees that reimbursable travel expenses were limited to transportation costs, lodging, and meals. **See Policy DJF.**

C. Approval Process for Expenses.

The District provides credit cards, which it refers to as the OneCard, to certain employees. Christopher Smith and Brenda Smith each had a OneCard. According to ■ Witness No. ■ the practice and expectation is that employees use their OneCard for expenses rather than paying personally and seeking reimbursement. District employees track expenses (as well as paid time off, sick leave, and other accounting functions) in a program called Oracle. An employee’s OneCard charges automatically produce a periodic Oracle statement; a description and receipts

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are entered into Oracle to reconcile the charges. If the employee does not have a receipt, they are required to fill out an affidavit verifying that the expense was incurred for District business. Neither Christopher Smith nor Brenda Smith entered Oracle reports themselves for their travel expenses. Instead, [REDACTED] performed these functions under their direction using the [REDACTED] Oracle log-in information. As a result, most of the Oracle approval audit trails show either Christopher Smith or Brenda Smith entering a receipt and approving each charge. This process does not require nor does it reflect actual review by Christopher Smith or Brenda Smith. Their role was simply to provide a receipt or explanation by affidavit to [REDACTED] to support the charges on their OneCard.

Brenda Smith acknowledged that she was ultimately responsible for all expenses incurred on behalf of the HR department. Witness No. [REDACTED] said that there were never any concerns that Christopher Smith and Brenda Smith were spending beyond their respective budgets. Witness No. [REDACTED] said that they could not recall seeing any expenses for Christopher Smith that did not make sense and never had any belief that he was submitting expenses unrelated to District business.

The Smiths' respective [REDACTED] were also responsible for including per diem in their [REDACTED] expense reports. The District pays a per diem amount for each meal, *i.e.*, breakfast, lunch, and dinner, while traveling for the District. The per diem is set by the District. Whether the employee received per diem—which was tracked in Oracle and paid out to the employee—depended on whether the OneCard was used to purchase that meal instead and/or whether a meal was provided at the event the employee was attending. In other words, if a meal is provided or purchased using the OneCard, no per diem is allowed for that meal. Witness No. [REDACTED] said they make an educated guess whether meals are provided, for example at a conference, when determining whether to add per diem to Christopher Smith's expense report.

Once entered into Oracle, expenses require approval by another DLT member. [REDACTED] Witness No. [REDACTED] approved Brenda Smith's expenses, and [REDACTED] Witness No. [REDACTED] approved Christopher Smith's expenses. Ultimately, all of the travel expenses we reviewed that were charged to the District by the Smiths were approved by these [REDACTED]. These witnesses described this role as a "high level" review to ensure that receipts are attached and expenses are related to District business. [REDACTED] Witness No. [REDACTED] emphasized that the Superintendent's discretion is very broad and that if his expenses were reasonable, Christopher Smith had wide latitude to spend District funds according to his own discretion. [REDACTED] Witness No. [REDACTED] also highlighted the language in Christopher Smith's contract encouraging him to travel and attend events on behalf of the District. Thus, if his expenses were within his budget and reasonably related to his duties, [REDACTED] Witness No. [REDACTED] felt it was not their place to micro-manage Christopher Smith's expenses. The Oracle audits demonstrate that the reconciled expenses are supported by receipts (or, rarely, an affidavit of

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lost receipt) and attributable to trips described on Christopher Smith and Brenda Smith's travel schedules. The trips were also known to [REDACTED] and were, as described on their schedules, related to District business. The hotel charges range from approximately \$80 to over \$300 per night and the meal expenses are roughly in line with a \$10 to \$50 per person range per meal.

D. Travel Schedules

The travel schedules demonstrate, and all witnesses indicated, that the Smiths travelled frequently from 2023-2025, resulting in many days away from the District. Brenda Smith attended at least six conferences in the last four months of 2023, at least 12 conferences in 2024, at least 14 conferences 2025, and at least five conferences in the first four months of 2026. A chart listing Brenda Smith's travel expenses broken down by conference is attached as **Exhibit 2**, and the same for Christopher Smith is attached as **Exhibit 3**. She also participated in District travel not associated with conferences. These totals are based on Brenda Smith's expense reports and accompanying receipts and therefore may not be a complete accounting of her conference attendance. Christopher Smith attended at least 14 of these conferences with Brenda Smith. Although [REDACTED] noted that the Smiths traveled frequently and more than other DLT members or previous superintendents, no witness reported that this concern was elevated beyond internal conversations among the administration team. The records indicate both Christopher Smith and Brenda Smith charged the District for expenses to attend several conferences or events together. The overlap in travel is identified in the attached charts. **Exs. 2 and 3** (conferences that the Smiths attended together are highlighted in yellow).

Between September 2023 and April 2026, Brenda Smith incurred over \$100,000 in approved expenses on her OneCard; between November 2023 and December 2025, Christopher Smith incurred over \$45,000 in approved expenses on his OneCard. These expenses are detailed in **Exs. 2 and 3**, respectively. According to several witnesses, the Smiths used their OneCards to cover expenses for other District employees and non-District individuals they may have been traveling with, so these amounts cannot be solely attributed to the Smiths.

Every [REDACTED] we spoke with, including Brenda Smith, stressed that both Christopher Smith and Brenda Smith were expected to travel for work, that it was within the Smiths' respective discretion to set travel budgets and purchase reasonable airfare, hotels, and food while traveling on behalf of the District. Further, these expenses were all approved in accordance with the District's procedures for reviewing and approving travel expenses. It is difficult to assess the value of travel to the District without any materials verifying conference attendance or reporting results and benefits of business travel.

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The consensus [REDACTED] is that the Smiths expended District resources liberally on business travel, both in time and financial resources as compared to others in the District, previous occupants of the same position, and similarly-situated colleagues in other Districts. We do not make any findings with respect to the overall volume and aggregate travel expenses of Christopher Smith and Brenda Smith. We address specific expenditures below.

E. Policy Compliance and Policy Violations

Our investigation did not reveal any documentation that Christopher Smith fulfilled his contractual obligation to inform the Board *in writing* any time he was traveling. (§ C.4.) Witness No. [REDACTED] acknowledged the possibility that Christopher Smith provided oral notice to the Board, either by leaving a voicemail or in conversation with Board members. Witness No. [REDACTED] was not aware of any written reports, summaries, or recorded evidence of conversations.

The expense reports we have reviewed show that there were 21 airline change fees charged to either Brenda Smith's or Christopher Smith's OneCard between September 2023 and November 2025, totaling \$3,076.93 in change fees. **Exs. 2 and 3.** Compliance with **Policy DJF** requires travel expenses to be in furtherance of District business. For these expenses to comply with District policy, the Smiths would need to demonstrate that each time they changed a flight, it was for District business. Brenda Smith told us that she could not recall ever changing a flight for personal reasons and it was difficult to track the purpose of each change to District business.

We found one example of a change fee for personal travel. In November 2025, Christopher Smith charged the District to change his flights related to a conference in Nashville. Christopher Smith originally booked, via his OneCard, round trip flights from Denver to Nashville for November 5 to 7, 2025. **Exhibit 4.** After the change, Christopher Smith left Denver later in the day on November 5, 2025 and, instead of returning to Denver on November 7, he flew to San Francisco on November 6, presumably on personal travel. *Id.* On this trip, Christopher Smith spent less than 24 hours in Nashville, even though the conference lasted for two days. He also charged the District to park his car at Denver International Airport for all of his time away—from November 5 to November 9, 2025, when he returned from San Francisco. **Ex. 3.** The parking fee was \$140, or \$28 per day. Email correspondence indicates that [REDACTED] Witness No. [REDACTED] raised questions regarding the change fee and questioned whether Christopher Smith had personally paid for his return flight from San Francisco. **Exhibit 5.** The email, which was sent from Christopher Smith but refers to him in the third person, confirmed that Christopher personally paid for the return flight from San Francisco, which is consistent with the expense reports we reviewed. The email states that the "flight needed to be changed due the time he needed to leave for Nashville" but fails to address changing the return flight to travel to San Francisco. We find that it is more

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likely than not that some of the expenses for this trip related to personal travel for Christopher Smith. As indicated above, it is possible that Mr. Smith conducted some District business in San Francisco in November 2025, but there is no documentation supporting that conclusion.

We also learned of a few examples where Brenda Smith used her OneCard for non-District related expenses, but each of these was flagged and, we were told, ultimately repaid by the Smiths. Witness No. [REDACTED] described one incident where Brenda Smith charged the District for an expense related to a personal vacation to Aruba. They also described some Uber charges incurred by one of the Smiths' sons. Brenda Smith repaid the District for both of these expenses. [REDACTED] Witness No. [REDACTED] described an instance where she requested underlying documentation for a hotel expense first from Brenda Smith and then from Christopher Smith. They provided conflicting information as to whether they had been at a conference. The expense was withdrawn, and [REDACTED] Witness No. [REDACTED] understood that Brenda Smith later repaid the District. [REDACTED] Witness No. [REDACTED] understood the expense was repaid because it was related to travel to San Diego where the Smiths visited their son.

In February 2025, Christopher Smith and Brenda Smith attended an Innovative School Summit conference in New York City (**Ex. 3**) and encouraged Witness No. [REDACTED] and their spouse to accompany them. Witness No. [REDACTED] declined, but Witness No. [REDACTED] attended after, as they described, Christopher Smith insisted for several weeks. Witness No. [REDACTED] said they had a [REDACTED] [REDACTED] and that there were particular sessions at the conference that related to their knowledge on this subject. According to Witness No. [REDACTED] Christopher Smith expressed that Witness No. [REDACTED] had "earned" the trip, which led them to believe that the Smiths were treating this trip as a benefit to Witness No. [REDACTED] rather than strictly District business. Further, Witness No. [REDACTED] explained that the Smiths insisted that they leave the conference after midday each day and go sightseeing. One day, they walked several miles to the 9/11 museum, and another day they explored Central Park, all while the conference was in session. Witness No. [REDACTED] who we found to be very credible, said that the whole experience made them uncomfortable. Christopher Smith's expenses for this trip totaled \$3,038.80. *Id.*

Witness No. [REDACTED] described a similar experience in Seattle, Washington in mid-June 2025. Witness No. [REDACTED] traveled to Seattle with Christopher Smith and Brenda Smith ostensibly to attend a Labor and Employment Relations Association (LERA) conference, which was scheduled for June 12 to June 15, 2025. (Witness No. [REDACTED] [REDACTED] paid for their own airfare and stayed in Witness No. [REDACTED]'s hotel room.) According to Witness No. [REDACTED] they and the Smiths did not attend any of the conference sessions but instead the group spent their time sightseeing in Seattle. And, indeed, the expense reports for Christopher Smith and Brenda Smith do not include any registration fees for this conference, nor were we provided with any receipts showing that

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they registered for this conference. **Exs. 2 and 3.** (It is possible that the registration fees were charged to another staff member's OneCard, but we only reviewed the Smiths' expense reports.) Witness No. ■ said they asked Brenda Smith whether they were going to attend the conference, and Brenda Smith responded that "none of the sessions were good." Witness No. ■ said this made them uncomfortable but that because they were with their direct supervisor and the Superintendent, they did not feel like they had a choice. Christopher Smith and Brenda Smith flew to Seattle on June 10, two days before the conference was scheduled to start, and booked a hotel through June 16. (Witness No. ■ said that they and ■ arrived after the Smiths and departed before them.) The Smiths' parking fees at DIA, however, ran only through June 14, creating some confusion on their return date. The District paid hotel room charges through June 16, at a rate of \$336.31 per night (including taxes and fees) without identification of the individual guests for each night. The expenses charged by Brenda Smith for this trip totaled \$4,112.79. **Ex. 2.**

Witness No. ■ indicated that the Seattle trip was the exception and that when they traveled together to other conferences, they attended the sessions. Witness No. ■ also explained that Brenda Smith would "make fun" of Witness No. ■ for being a "good conference attender" for attending all sessions and taking notes. We asked Brenda Smith about this trip to Seattle, and she told us that she attended the LERA conference, which is inconsistent with the lack of any record of registration fees in the Smith expense reports, as well as Witness No. ■ statements to the contrary.

Another example concerns a Society for Human Resource Management (SHRM) Conference in San Diego, California two weeks after the Smiths returned from Seattle. The expense reports indicate that Brenda Smith, Christopher Smith, and a member of the HR staff registered for this conference, which was scheduled from June 29 to July 2, 2025. The registration fees were \$3,745. **Ex. 2.** The three of them flew to San Diego on Friday, June 27, 2025, and their original return was booked for the morning of Monday, June 30—the second day of the four-day conference. They then subsequently each paid a change fee to move their return flights up a day to Sunday, June 29—the first day of the conference. **Exhibit 2 and 6.** The expenses for this trip totaled nearly \$6,800, which, according to the expense reports we reviewed, were all approved. The flight schedules indicate that travel was not coordinated to correspond with conference events, despite charging the District nearly \$4,000 in registration fees. Although the attendees associated with the registration fees are not identified in the expense reports, there is no indication that any District employee, other than these three, participated. Further, email correspondence indicates that the Smiths departed Denver for a personal vacation to Belize on Tuesday, July 1, 2025, while the conference was still in-session. **Exhibit 7.**

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Brenda Smith was adamant that she attended the planned conference or scheduled events when she charged the District for travel and registration. She provided very little detail. In the instances identified above, her statements are contradicted by other District employees and not supported by the documents. Specifically, with respect to the trip to Seattle, we have only the documents and the statements of Brenda Smith and Witness No. █. Brenda Smith is currently on leave and is aware that this investigation is focused, in part, on her travel expenses and she has an interest in making statements that support her use of District funds to avoid further scrutiny or consequences. Witness No. █ on the other hand, has no reason to misrepresent their, or the Smiths', lack of attendance at the conference. When asked about the trip to Seattle, Witness No. █ spontaneously stated "God yes, I recall Seattle . . ." and communicated quickly and credibly that no one on the trip participated in any conference sessions.

Similarly, when we asked Witness No. █ about the New York trip, they described the experience as "weird" and uncomfortable, and with a lot of detail. They explained that the Smiths wanted to walk all over New York City, including to the 9/11 Memorial, and they were eventually unable to keep up and arranged to take a car back to the hotel. We also considered, in making this credibility determination, that the statements by Witnesses No. █ and No. █ potentially reflect poorly on them, and they have no reasonable self-interest in making the statements. These witnesses described similar interactions with the Smiths with respect to conference session attendance.

Applying the preponderance of the evidence standard, we find that it is more likely than not that Brenda Smith and Christopher Smith violated **Board Policies DJ** and **DJF** by charging expenses to the District for travel that was not directly and entirely related to District business. The trips to New York, San Diego and, particularly, Seattle are examples. The preponderance of the evidence shows that the Smiths included personal travel on trips where they charged expenses to the District, including parking fees, airfare, hotels, and meals. Further, the preponderance of the evidence leads us to conclude that, more likely than not, they charged the District for conferences they either did not attend or attended only in part, and that they encouraged their subordinates to do the same. Some expenses charged to the District by the Smiths, more likely than not, violate **Policy DJ**, which require that all purchases be "fair and reasonable and in the District's best interest," and **Policy DJF**, which provides that the District will only pay for "appropriate and necessary travel costs" incurred by District employees "who are on District related travel[,] " which is defined as travel that "promote[s] or benefit[s] the District."

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II. Vendor Contracts

A. Applicable Policies, Guidelines, and Best Practices

Many of the Board policies that apply to travel expenses also apply to allocation of funds for vendor contracts. Chief among these is **Policy DJ**. This policy extends the Board’s purchasing authority to the Superintendent, CFOO, and the CFOO’s designee, and specifically the authority to sign vendor contracts. As discussed above, **Policy DJ** requires that “[a]ll purchases, regardless of dollar value or method of solicitation/purchase, must be determined fair and reasonable and in the District's best interest by the appropriate authority.” The policy goes on to state that “[c]onsideration will be given to the price and such other factors as the District, at its sole discretion, deems to be appropriate, including without limitation, the reliability and responsibility of vendors, timely delivery, extent of warranties offered, and quality of materials or services proposed to be used.” Further, when purchases are memorialized in a written contract, **Policy DJ** states the contract must be signed by an authorized District administrator, pursuant to the following levels of spending authority:

Estimated Dollar Value	Approval Required
\$5,001 - \$25,000	Principal or Director
\$25,001 - \$150,000	Deputy Chief of Operations, Executive Director or equivalent administrative position
\$150,001 - \$400,000	Administrative Member of District Leadership Team, and CFOO or the Superintendent
\$400,001 and above	Board of Education

Policy DJ further provides that “if a resolution has been submitted to the Board to approve a contract, any such contracts may either be signed by the Board President or the Superintendent.” Despite the use of permissive language (*i.e.*, “may”), we interpret this language as requiring that one of these two individuals sign a board-approved contract.

Policy DJF, which expressly incorporates **Policy DJ**, includes additional provisions regarding procurement of materials or services from third-party vendors. The policy states, in pertinent part:

Procedures shall be established which ensure that purchases are appropriate, necessary approvals are obtained, and that funds are available before purchases

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are authorized. Except in case of an emergency, purchases shall be handled as follows:

- Purchases up to \$5,000 shall be made by District purchase card. Personal employee and/or parent reimbursement for such purchases are generally not permitted absent unusual circumstances.

...

- Purchases above \$100,000 require a written solicitation issued in accordance with the District's purchasing procedures.

Purchases, purchase orders, and contracts shall not be divided, split, or manipulated for the purpose of circumventing the purchasing process and approval thresholds required by this policy and Policy DJ, Purchasing/Purchasing Authority.

Policy DJF includes a bidding requirement, with an exception for the purchase of "professional or instructional services" for any amount, including purchases above \$100,000. Although there was some disagreement among District employees over what constituted professional services, both [REDACTED] Witnesses No. [REDACTED] and No. [REDACTED] individuals with extensive experience in this area, agreed that this is a complicated question and the "professional services" exception to the bidding requirement applied to the vendor service agreements we reviewed.

Policy DJG expressly addresses selection of, and relationships with, vendors. Regarding vendor selection, the policy states:

No favoritism shall be extended to any vendor. This lack of favoritism includes disallowing use of the District email system and other communication tools to advertise the services and products of vendors. Each order shall be placed on the basis of quality, price and delivery. Past service shall be a factor if all other considerations are equal.

To be approved for an award, a vendor must be approved by application, pre-qualification, bid/proposal qualification or at the discretion of the Director of Purchasing or designee.

Opportunity to provide services and products to the District shall be afforded to all responsible vendors. Whenever possible, vendors whose business address is within District boundaries will be afforded the opportunity to provide services and

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products to the District. All qualified vendors shall be granted fair consideration, quality being equal, and each transaction shall be judged on its own merits. Competition by vendors will be encouraged.

Any vendor or bidder who offers items in excess or in violation of the spirit of this policy may be disqualified indefinitely.

Policy DJG also enumerates certain restrictions on employees. It provides, in relevant part:

All employees of the District must exercise sound judgment in avoiding conflicts of interest or the appearance of impropriety in dealing with vendors, including the use of the District email system and other communication tools to promote the services and products of vendors. Employees of the District must not accept gifts or gratuities of substantial value or substantial economic benefit tantamount to a gift of substantial value from vendors or other outside persons which would tend to obligate or improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the employee's duties, or which the employee knows or should know is primarily for the purpose of reward for action taken.

District employees may not use their positions for private advantage or personal financial or material gain. District employees may not participate in the purchasing process if the employee has a direct relationship with a vendor doing business with the District. A direct relationship may include the business being owned by a spouse or immediate family member or the employee being employed by the business. Immediate family members include relatives who are connected by blood or marriage.

No person officially connected with or employed in the District shall be an agent or be in any way pecuniarily or beneficially interested in or receive any compensation or reward of any kind from any vendor for the sale of supplies, material, equipment or services to the District without the express prior written consent of the Board of Education.

B. Review of Contracts by Legal Department

Policy DJ also provided, until recently, that all contracts requiring a signature "*should* be reviewed and approved by the Legal Department before the designee signs off." The "*should*" language in this policy has since been revised to say "*shall*." This revision occurred in or around

October 2025, after all of the contracts discussed in this report were executed. Strictly interpreted, the policy did not require review by the legal department, prior to signing, before October 2025.

Witnesses provided differing opinions regarding the practice and expectations for legal review of vendor contracts before October 2025. Some employees, for example [REDACTED] Witness No. [REDACTED] said that the practice at the District is and has always been to send vendor contracts to the legal department for review before signing. They said that leadership has always told staff that everything goes through legal and this was always their process. Indeed, [REDACTED] Witness No. [REDACTED] explained that they did not appreciate that the policy said “should” until they were informed that it had been revised to say “shall.”

[REDACTED] Witness No. [REDACTED] echoed that, in practice, even prior to October 2025, the expectation was to submit vendor contracts to the legal department for review. They acknowledged that use of the word “should” was “squishy,” but that this had been deliberate. They explained that “should” was chosen to protect employees from discipline for failing to submit a low-dollar contract to the legal department—for example, a \$500 contract entered into by a school principal for t-shirts. [REDACTED] Witness No. [REDACTED] said that DLT members, including Chris Smith, “100 percent” knew of the expectation and preference that contracts go through legal prior to signing. Witness No. [REDACTED], likewise said that most people at the District understood the expectation that all contracts are reviewed by the legal department.

[REDACTED] Witness No. [REDACTED] provided a different understanding of the common practice for legal review prior to October 2025. They explained that District employees had a long history of not submitting contracts for legal review because “they do not want to be told no.” They described, prior to October 2025, a culture among District employees of asking for forgiveness after the fact rather than asking for permission before. They also discussed the practical implications of submitting all contracts for legal review. They noted that District employees enter into thousands of vendor contracts, and as a result, the business of the District could grind to a halt under a mandate for legal review of all contracts.

C. Education Accelerated

Beginning in 2023, the District contracted with Education Accelerated (“EA”), a consulting firm that was involved in the development of the Aspiring Educator Pathway (the “AEP Program”), among other initiatives. The District’s relationship with EA presents a fundamental contradiction: on the one hand, everyone we spoke to praised the AEP Program and believes its development and implementation has been a benefit to the District; on the other hand, with the

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exception of Brenda Smith, everyone we spoke to had primarily negative things to say about EA. We acknowledge that recent media attention, internal scrutiny, and even this investigation may be causing employees to attach a level of criticism and negativity to EA that was not identified or expressed contemporaneously with events they are now describing in hindsight. We discuss the primary areas of criticism below as relevant to our investigation into the conduct of Christopher Smith and Brenda Smith in relation to the EA contracts.

1. Vetting and General Impressions of EA

The Smiths met David Palumbo, Co-founder and Chairman of Education Accelerated, on a cruise vacation in the northeast United States and/or Canada in October 2022. According to several District employees, including Brenda Smith, the Smiths were in line at a bar on the ship when Mr. Palumbo introduced himself and attempted to get a free drink using the Smith's drink package. Christopher Smith and Brenda Smith openly shared this story with District employees.

Everyone we spoke to, with the exception of Brenda Smith, freely shared their negative impressions of Mr. Palumbo. These employees used strong and similar phrases to describe Mr. Palumbo, including "unimpressive," "snake oil salesman," and "all puffery." Brenda Smith expressed a different opinion. She told us that EA had done a "phenomenal job" and that no one told her that they were uncomfortable with Mr. Palumbo. Witnesses spoke of Mr. Palumbo as a frequent in-person presence around the District from 2023 through 2025. He presented to District employees, attended DLT meetings, and traveled to visit other teacher residence programs and "innovative campuses" with District employees and Board members. Although there is plenty of criticism of Mr. Palumbo currently, it is possible that the negative initial impressions are, in hindsight, overstated.

That said, several individuals said they attempted to look up his company and his credentials soon after meeting him. None reported finding significant background information regarding EA or Mr. Palumbo. Some witnesses reported that they learned of Mr. Palumbo's leadership experience in education and connections across the country in the field of education. Some, despite negative personal impressions, had a positive impression of his background, based on his experience at McGraw Hill and his strong connections in the education field. Brenda Smith told us that she was not involved with the initial contract engagement with EA and did not research Mr. Palumbo. Christopher Smith did not agree to an interview and therefore we do not know whether or to what degree he vetted EA before contracting with the organization in May 2023. A public records search reveals that EA was formed as a Delaware corporation in 2021.

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2. Board Resolutions and Contracts

Between May 2023 and October 2024, the District entered into one Master Services Agreement (“MSA”) and five separate statements of work (“SOW”) with EA. These contracts are collectively attached as **Exhibit 8**. The MSA expired after approximately one year (June 30, 2024) and was never renewed. The first three SOWs were for relatively small amounts. In the initial stages, EA was contracted to provide consulting services for a potential teacher housing project known as the Living Learning Center. Beginning in 2024, the District’s work designing and building the AEP expanded. In June 2024, the Board approved a resolution for expenditure of funds that contemplated a contract between the District and EA to build major portions of the program. The SOW with EA ensuing from the June 2024 resolution was for a total expenditure of \$368,000.00, plus \$5,000 per month in travel expenses. Then, in October 2024, the Board approved a resolution expanding the project and expenditures. The two Board resolutions are attached as **Exhibit 9**. The amendment and extension to the EA SOW approved an additional \$431,000.00 in expenditures for the 2024-2025 school year. This SOW also included anticipated expenditures for the 2025-2026, 2026-2027, and 2027-2028 School years. These amounts were “up to” \$850,000, \$650,000, and \$500,000, respectively. The following chart outlines the various contracts, the dates they were signed, by whom, the anticipated duration, and the total anticipated expenditures:

EA Contracts					
Name	Date	Term	Signor	Amount	Scope of Services
Master Services Agreement	5/19/2023	5/19/2023 to 6/30/2024	Christopher Smith	N/A	Per SOWs
Phase I SOW	5/19/2023	6 weeks	Christopher Smith	\$41,800.00	Teacher Housing
Phase II SOW	8/31/2023	4 weeks	Scott Smith	\$54,600.00	Teacher Housing
Phase III SOW	1/10/2024	4 weeks	Scott Smith	\$25,100.00	Teacher Housing
Phase IV SOW	6/11/2024	7/1/2024 to 6/30/2025	Brenda Smith	\$368,000.00	AEP
Phase V (Extend and Addendum) SOW	10/22/2024	2024-2025 school year and beyond	Christopher Smith	\$431,000.00	AEP

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There was consensus among the [REDACTED] we interviewed that it was within Christopher Smith's purchasing authority to enter into the MSA and SOWs he signed. Both Christopher Smith and [REDACTED], had authority under **Policy DJ** to make purchases up to \$400,000; the first three SOWs, in aggregate, were well below this amount. The expenditures under the subsequent SOWs were approved by the Board.

The MSA and Phase I SOW were both reviewed by the legal department at the request of the purchasing department. [REDACTED]. They were asked to complete their review within a week. Witness No. [REDACTED] added proposed language that EA cover all of its own expenses. The executed MSA ultimately included a provision that EA "shall be responsible for all expenses incurred while performing services under this Agreement unless otherwise indicated in the 'SOW'." **Ex. 8**. The first SOW, as well as all subsequent SOWs, included \$5,000 per month in reimbursable travel expenses. *Id.* Witness No. [REDACTED], also emailed [REDACTED] Witness No. [REDACTED] and expressed concerns about the stated scope of work. They said it was unclear what EA was trying to accomplish.

The MSA had a roughly one-year term that ended June 30, 2024, and the term for the Phase I SOW was six weeks. The MSA provided that each new SOW would have its own term. Pertinent here, the MSA also provides that the District may require changes in the work and/or Services that EA is to perform and that such changes "shall be incorporated into written amendments or modifications to the Agreement or SOWs." *Id.* At the time Witness No. [REDACTED] reviewed the contract, it was for one year and associated with a SOW for only six weeks and \$41,800. Witness No. [REDACTED] and [REDACTED] Witness No. [REDACTED] confirmed that no new MSA was ever executed and no other proposed MSA or additional SOW with EA was submitted for legal review.

Between May 2023 and January 2024, there were two additional, short-term SOWs executed with EA. The scope of work in each of these SOWs was related to the potential teacher housing project. Fred Green, the principal of a company called EA FLGA Campus Partners, LLC that the District also later contracted with, was heavily involved in this project and closely connected with Dr. Palumbo and EA. This contract is discussed below.

Beginning in January or February 2024, EA's role with the District shifted. During this time, EA was heavily involved in the development of the AEP (reflected in their extensive travel to the District). Yet, the first SOW relating to the AEP program (Phase IV) was not executed until June 2024 with a term starting in July 2024. The Phase III SOW, which explicitly relates to teacher housing, was executed on January 10, 2024, and had a term of four weeks. Thus, between

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February 7, 2024, when the Phase III SOW expired, and July 1, 2024, when the Phase IV SOW went into effect, there was no active SOW in place.

Despite this, EA invoiced the District for \$85,000 on February 21, 2024, for “Teacher Residency Program Alignment through June 2024” and submitted travel expenses totaling \$38,625.54 between March 31 and June 30, 2024. These invoices were all directed to Brenda Smith, who told us that she did not oversee the EA contracts until the implementation of the AEP program. A spreadsheet created by [REDACTED] Witness No. [REDACTED] attached as **Exhibit 10**, outlining invoices and payments made to EA includes a section titled “Paid Invoices Not Tied to Contract,” which includes all of these amounts (plus two additional paid invoices totaling \$20,600).

The Phase IV SOW was the first focused on the AEP Program and included a considerable increase in the contract amount, to nearly \$400,000 for one year. Christopher Smith sought Board approval for the expenditure of funds related to this SOW via the consent agenda, and that approval was granted on June 10, 2024. **Ex. 9**. This SOW also included \$5000/month for travel expenses. Brenda Smith signed the Phase IV SOW.

The Board resolution approving the expenditure for work reflected in the Phase IV SOW provided that vendor agreements entered pursuant to the resolution were subject to legal review. It states: “Approval and resolution of the purchases are subject to review of the contracts by the Legal Office.” *Id.* The subsequent EA contracts were never submitted to the legal department for review, contrary to the express terms of the Board resolution. Further, the contract was signed by Brenda Smith the day after the Board approved it, in violation of Board **Policy DJ**. As noted above, the version of **Policy DJ** in effect at the time limited Brenda Smith’s purchasing authority to \$150,000, and it further provided that if a resolution had been submitted to the Board to approve a contract, any such contracts may either be signed by the Board President or the Superintendent. Thus, while the Board approved the expenditure of funds, Brenda Smith was not an authorized signor to execute the Phase IV SOW. Only the Board President or Christopher Smith had the authority to sign this contract.

Four months later, in October 2024, an addendum and extension to the June 2024 project was included in the consent agenda, approved by the Board, and the Phase V (Amend and Extend) SOW was executed by Christopher Smith. Again, the Board resolution included language that execution of the contract was subject to review by legal (**Ex. 9**), which never occurred. Witness No. [REDACTED] specifically recalled Christopher Smith giving them this contract and they asked him if he wanted to send it for legal review. They reported that his response was “just give it to [REDACTED] [REDACTED] and so they did not send it to the legal department.

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Executing the AEP SOWs without an operative MSA did not align with best practices, but we do not find that it expressly violated any Board Policies, especially in light of the Board's approval of these expenditures. [REDACTED] Witness No. [REDACTED] when asked whether concerns over the EA contracts were warranted, responded that the expenditures and projects had been approved by the Board, and they believed the partnership was working because of the Board approval and renewed SOWs. [REDACTED] Witness No. [REDACTED] agreed that they did not have any evidence that Christopher Smith acted outside his authority in advocating for the projects and authorizing expenditures.

In total, as of January 29, 2026, the District paid EA \$1,960,868.64. **Ex. 10.** By all accounts, this was a substantial expenditure. Several District employees told us that as of June 2024, the time of the first Board resolution, there had been positive developments in the AEP and the District was benefitting from positive media exposure and national attention around the program. There was also positive feedback about EA's participation in launching the program. The earliest evidence of employee concerns regarding EA, to which we were able to attach a date, comes from a text message, described below, sent in August 2024. We did not find widespread evidence of District employee concerns or complaints about EA as of June 2024.

We find, more likely than not, that Brenda Smith failed to strictly comply with **Policy DJ** when she signed the Phase IV SOW. First, Brenda Smith lacked the purchasing authority under this policy to execute a contract of this size. Second, **Policy DJ** requires that either the Board President or the Superintendent sign a contract for expenditures approved by the Board. Despite this minor deviation from Board policy, the Phase IV SOW represents the work contemplated and approved by the Board's resolution.

We also find that Christopher Smith and Brenda Smith failed to strictly comply with the Board's directive that the agreements were subject to review by the legal department. Best practice would have been to ensure that the terms were consistent with the District's policies and practices, including as to vendor expenses, as the SOWs increased in fiscal commitment of District resources. There was not however, at the time, a policy in place requiring legal review and therefore, signing the SOWs did not constitute a violation of District policy. As above, the SOWs track the work authorized and approved by the Board's resolutions.

3. EA's Expenses

Each SOW with EA contained a provision for up to \$5,000 in reimbursable "anticipated travel" per month. **Ex. 8.** The SOWs' terms state that travel expenses would be "reasonable and pre-approved by the District." *Id.* Vendor contracts, according to all employees we interviewed, including Brenda Smith, typically do not include terms for travel expenses or include minor expenses relative to the contract. Based on witness interviews and document review, however,

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inclusion of vendor expenses in an agreement, or approval of vendor expenses, does not violate any stated District policy or practice.

There was technically no new or extended SOW in effect when Brenda Smith approved EA's travel expenses for March, April, May, and June 2024. Expenses for these four months totaled \$38,625.54. Once the July 1, 2024 SOW was in effect, EA sought reimbursement for \$72,520.97 in travel expenses for July, August, and September 2024, far exceeding the \$15,000 agreed upon under any SOW (\$5,000 per month for three months). The total travel expenses for EA from March through September 2024 was \$111,146.51. Brenda Smith approved all of these expenses and the District paid them. Several people, [REDACTED], told us that it was within Brenda Smith's authority to authorize expenses that went beyond the contract amount, assuming the added expenses were within her purchasing authority. We did not receive any evidence to suggest that Brenda Smith exceeded her purchasing authority in approving EA expenses.

Several witnesses expressed concern over the categories and aggregate amount of EA expenses Brenda Smith approved. [REDACTED] Witness No. [REDACTED] who only recently reviewed EA's approved expenses, said they were "astounded" by the expenses that were approved. Several others who reviewed the expenses in hindsight, including [REDACTED] Witness No. [REDACTED] and Witnesses No. [REDACTED] and No. [REDACTED] had concerns that EA submitted—and Brenda Smith approved—unreasonable and potentially duplicative expenses. We were not provided with any written policies or guidance limiting the category or amount of vendor expenses. The following expenses were identified by District employees as unreasonable or inappropriate expenses that did not comply District policies:

Alcohol.

Policy DJF expressly prohibits the use of District funds to pay for alcohol. According to several District employees, it is not uncommon for a vendor to pay for alcohol at events or meals attended by District employees and for the District to pay for the food at the same event. The EA expenses include numerous meals for their own employees without receipts indicating whether alcohol is included. We were provided with some receipts from EA, however, that do show alcohol was purchased and later billed to the District. These receipts are attached as **Exhibit 11**. The invoices that EA submitted to the District, which includes itemized expenses for April, June, and July 2024 but no itemization for expenses in March, May, August, or September, are attached as **Exhibit 12**. These include a \$428.22 charge on April 9, 2024, from Zig Zag/Meatball, all of which was for alcohol. **Ex. 11**. This exact charge is included in EA's April 2024 expenses with a description "Mentors Information Session." **Ex. 12**. There is another receipt on June 8, 2024, from Hacienda Colorado for \$ 348.76 covering only alcohol. **Ex. 11**. This, too, was invoiced to the District on EA's

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June 2024 expenses for the exact amount. **Ex. 12.** We do not know whether any District personnel were present, although the receipt indicates there were 15 people there. *Id.* Regardless, **Policy DJF** prohibits District employees from paying for alcohol, whether the alcohol is for District employees or not.

Another potential example involves a dinner at Los Dos Portillos on July 17, 2024. We were provided with a receipt showing that EA purchased \$204.23 worth of alcohol at this dinner. **Ex. 11.** EA invoiced the District for an expense for \$313.24 for this same date. **Ex. 12.** Brenda Smith also submitted an expense for this date of \$313.59. **Ex. 2.** As discussed below, Witness No. ■ flagged this expense when reviewing EA's travel expense invoices. Witness No. ■ was at that dinner and said they were "100 percent positive" that EA billed the District for alcohol it purchased. The inconsistency between the amount invoiced and the amount on the receipt, however, prevents us from making a finding that EA more likely than not invoiced the District for alcohol for this particular event.

Based on the preponderance of the evidence, we find it more likely than not that EA invoiced the District for expenses that included alcohol on at least two occasions, and that these invoices were approved by Brenda Smith and paid. This violates **Policy DJF** ("Alcohol may not be purchased with District funds.").

Rockies Tickets and Stadium Expenses.

EA invoiced the District for reimbursement for two tickets to a Rockies game on July 20, 2025, totaling \$169.50. **Ex. 12.** We have email confirmation that the ticket was purchased by an EA employee. **Exhibit 13.** This expense, by all accounts, including statements by Brenda Smith who said that "entertainment" expenses should not be paid by the District, does not meet the expectations or policy requirement that District funds should only be used in furtherance of District business. It is not clear from the documents reviewed who used these tickets. Brenda Smith told us, definitively, that neither she nor Christopher Smith attended this Rockies game.

EA Employee Living and Moving Expenses.

In July 2024, EA held the first Summer Institute for the AEP program. The event lasted approximately three weeks, and several EA personnel came and stayed in Denver for the duration of the Institute. Charlie Xavier was among the EA employees in attendance. He had a \$1,803.71 expense for a rental car and a \$5,613.09 expense for an AirBnb, both invoiced to the District in June 2024. **Ex. 12.** Witness No. ■ participated in this event. Mr. Xavier explained to Witness No. ■ that he was living in Virginia at the time but was moving his family to Texas following the Summer Institute three-week program in Denver. To effectuate that, he said, he sold his car in

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Virginia and then rented a car to pack up his family and belongings and travel to Denver, and then to Texas after attending the Summer Institute. Witness No. [REDACTED] also explained that because Mr. Xavier had his whole family with him in Denver, a hotel room was not large enough, so he rented an AirBnb instead. We do not have documentation of the individuals who stayed at the AirBnb. We found, however, that Witness No. [REDACTED] statements were credible. Witness No. [REDACTED] had a very clear memory of these conversations and there is no information contradicting [REDACTED] statements. The District paid for all these expenses submitted by EA.

Foreign Media Company Hired by EA.

The EA expenses include airfare and other travel expenses for a Brazilian-based media/film company called Filmistas. EA hired them to create a four-year documentary for the original cohort of Aspiring Educators and then passed the travel expenses onto the District, including two round-trip airline tickets for travel to Colorado from Brazil, accommodations, and meals for the Brazilian media producers. In total, EA invoiced the District \$6,914.55 for Filmistas' travel expenses. **Ex. 12.**

* * *

Brenda Smith approved all of the above expenses. Brenda Smith told us that she was ultimately responsible for all of the expenses she approved. District payment for alcohol violates the policy against reimbursement for alcohol purchases. **Policy DJF.**

Brenda Smith explained that she knew the expenses far exceeded the contract amount and she also knew that EA employees were doing a lot of travel during the summer of 2024 to get the first cohort of the AEP off the ground. She believed it was reasonable to pay these amounts and believed, correctly, that she had the discretion to approve expenses beyond the contract amount. She also explained that she would primarily rely on [REDACTED] to review the expenses and flag anything potentially unreasonable or improper.

Witness No. [REDACTED] told us that they felt terrible paying EA's expenses. They understood that the expenses far exceeded the contracted amount and wondered why the District was paying them. However, when they raised the issue with Brenda Smith, Brenda Smith, instead of directly addressing the concerns, complained that EA was providing itemized expenses. In one specific example, Witness No. [REDACTED] raised concerns about the bill for Los Dos Portillos, discussed above. Brenda Smith reportedly "screamed" at Witnesses No. [REDACTED] and No. [REDACTED] and admonished them for raising this concern regarding EA. Brenda Smith later reiterated her support for EA in a text message, stating EA is "an ethical company" and ordering Witnesses No. [REDACTED] and No. [REDACTED] not to spread this "miss inform" [sic] "outside of our office". A screenshot of the text message is attached as

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Exhibit 14. While the screenshot of the text is not dated, we understand that this exchange happened in August 2024. Brenda Smith told us that she advised EA to stop submitting itemized expenses and we have not received any itemized expenses after July 2024, 2024. EA invoiced the District for expenses without itemization for August and September 2024 (\$24,081.04 and \$14,660.86, respectively) and then stopped invoicing the District for expenses altogether after September 2024.

Applying the preponderance of the evidence standard, we find it more likely than not that Brenda Smith's approval of expenses in significant excess of anticipated amounts, in categories that were not strictly in furtherance of District business, without prior approval, and addressing the issue in the manner described is inconsistent with the **Policy DJ** requiring that "[a]ll purchases, regardless of dollar value or method of solicitation/purchase, must be determined fair and reasonable and in the District's best interest by the appropriate authority." This requirement applies to EA's expenses. Paying EA personnel to attend a Rockies game, approving expenses that staff flagged contemporaneously as potentially being for alcohol, and paying for a rental car and AirBnb so that an EA employee could facilitate a cross-country move are not fair or reasonable or in the District's best interests, nor is incurring significant expenses for a foreign film company when there are local companies that could provide the same services. We find that approving these expenses, more likely than not, violated Board Policy. More generally, Brenda Smith's willingness to approve expenses nearly four times the amount agreed to in the contract and her admonishing subordinates to whom she had delegated initial review of EA expenses for her approval not to question EA demonstrates poor judgment and a lack of concern for ensuring that all District expenditures are reasonable and in furtherance of District business.

4. Vendor Relationship

Policy DJG addresses vendor relations. Pertinent here, **Policy DJG** provides that "[n]o favoritism shall be extended to any vendor." **Policy DJG** also places restrictions on how District employees interact with vendors. Pertinent here, it provides:

All employees of the District must exercise sound judgment in avoiding conflicts of interest or the appearance of impropriety in dealing with vendors, including the use of the District email system and other communication tools to promote the services and products of vendors. Employees of the District must not accept gifts or gratuities of substantial value or substantial economic benefit tantamount to a gift of substantial value from vendors or other outside persons which would tend to obligate or improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the employee's duties, or which the

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employee knows or should know is primarily for the purpose of reward for action taken.

According to nearly every witness we interviewed, with the exception of Brenda Smith, Christopher Smith and Brenda Smith had a close, personal relationship with Mr. Palumbo. Multiple people we interviewed told us (1) that the Smiths were very close friends with Mr. Palumbo, (2) Mr. Palumbo and his wife stayed at the Smith's house when they were in Denver, (3) the Smith's children called Mr. Palumbo "Uncle David," (4) the Smiths vacationed with Mr. Palumbo, including trips to Costa Rica, Texas, and the Winter Park Jazz Festival, and (5) Mr. Palumbo traveled with one of the Smiths' children to Pittsburg, Pennsylvania to attend an NFL game.

We asked Brenda Smith whether she considered Mr. Palumbo a personal friend, and she said no. She acknowledged that she became "friendly" with him but stated her relationship with Mr. Palumbo and her husband's relationship with Mr. Palumbo was the same as their relationship with any other vendor. She specifically denied that Mr. Palumbo ever stayed at her house and denied that she and/or Christopher Smith ever vacationed with Mr. Palumbo. When asked whether Mr. Palumbo had taken her son to an NFL game, she responded "I do not know if that happened."

Brenda Smith made statements diminishing the depth of her and her husband's personal relationship with Mr. Palumbo, which she has an interest in doing so because District policies prohibit District employees from contracting with vendors with whom they have a "direct relationship" and prohibit favoritism among vendors. We find that the number, consistency, and credibility of statements by other witnesses, many of whom described themselves as friends of the Smiths, simply outweighed Brenda Smith's categorization of the relationship. The other District employees we interviewed were consistent in their descriptions and gave specific examples that directly contradict Brenda Smith's assertions, often based on first-hand knowledge. In addition, Brenda Smith's assertions regarding conference attendance and travel expenses are not supported by the preponderance of the evidence, calling into question her willingness to provide complete and forthright responses to our questions in all areas. Her response to our inquiry regarding her son's travel with Mr. Palumbo was implausible based on information we received about the close relationship she has with her children. A summary of the statements leading to this conclusion follows:

Staying at the Smiths' House.

Witness No. ■ told us that they went to the Smiths' house for a social event and saw that Mr. Palumbo and his wife were staying at the house, and further that they had seen Mr. Palumbo

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at the Smiths' house while on remote video calls. Witnesses No. [REDACTED] and No. [REDACTED] both said that the Smiths told them more than once that Mr. Palumbo stayed at their house. [REDACTED] Witness No. [REDACTED] said she was "99 percent sure" that Mr. Palumbo stayed with the Smiths because they saw him in the Smiths' house on at least one video call. Brenda Smith adamantly denied that Mr. Palumbo ever stayed in her home.

Calling Mr. Palumbo "Uncle David"

Witness No. [REDACTED] said that they had personally heard the Smiths' children call Mr. Palumbo "Uncle David." Witness No. [REDACTED] said that Brenda Smith told them that her sons called Mr. Palumbo "Uncle." Witness No. [REDACTED] also described an interaction with Mr. Palumbo where he got very close to them and said "I'm going to give you some Uncle David advice." They also said that Christopher Smith referred to Mr. Palumbo as his "brother."

Smiths' Personal Travel with Palumbo

Witness No. [REDACTED] confirmed that [REDACTED] vacationed to Costa Rica with the Smiths, Mr. Palumbo and his wife, [REDACTED] and his wife, and perhaps some others. They described this trip as a planned vacation. Witness No. [REDACTED] said that Brenda Smith personally told them about this trip. [REDACTED] Witness No. [REDACTED] said that Mr. Palumbo invited them to attend the Winter Park Jazz Festival once. They declined to go, but Christopher Smith and Brenda Smith went "as friends" of Mr. Palumbo. Witness No. [REDACTED] also said that the Smiths traveled to Texas last Spring Break to stay with Mr. Palumbo and his wife and that they may have stayed at a cottage owned by Mr. Palumbo's wife's family. Brenda Smith denied that she ever vacationed with Mr. Palumbo and said she had dinner with his wife on one occasion.

Taking the Smiths' Child to an NFL Game.

Witness No. [REDACTED] said that the Smiths' son told them personally that Mr. Palumbo had taken him to a Steelers game. Witness No. [REDACTED] said that Brenda Smith personally told them that Mr. Palumbo had taken her son to a football game in Pittsburg. Witness No. [REDACTED] further confirmed this. There is also an email between the Smiths and Mr. Palumbo discussing possibly attending a Steelers game together. **Exhibit 15.**

* * *

In addition to these examples, witnesses described the Smiths as highly defensive regarding Mr. Palumbo. The text message Brenda Smith sent in response to questions regarding the Los Dos Portillos expense, discussed above, is one such example. Another involves a conversation that Witness No. [REDACTED] said they had with Christopher Smith at a point when they were

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struggling to work with EA. Witness No. [REDACTED] reported that Christopher Smith asked what could be done to support them in their development of the AEP Program, and Witness No. [REDACTED] responded that they wanted to no longer work with EA. Christopher Smith responded by saying “anything but that.”

Around the time Christopher Smith submitted his resignation, he called Witness No. [REDACTED] on February 2, 2026. They told us that Christopher Smith stated: “I know how you feel, but I need you to say that Education Accelerated was the best thing that ever happened to this District and the Aspiring Educator Pathway would not have happened without them.” According to Witness No. [REDACTED] this is a direct quote. They shared the details of this conversation contemporaneously with Witness No. [REDACTED] who confirmed the statement verbatim. Witness No. [REDACTED] explained that they understood Christopher Smith was asking them to disavow [REDACTED] concerns and criticisms of EA because he acknowledged “I know how you feel,” and he went on to ask them to make a statement directly to the contrary.

D. The Campus Partners Contract

Fred Green is the principal of EA FLGA Campus Partners, LLC (“Campus Partners”). Mr. Green is also a member of the Board of Directors for EA and is listed on the EA website as a member of EA’s Operating Partner, Education Environments. He was involved in the teacher housing project that EA was originally contracted to assist the District with in May 2023.

Campus Partners executed a Master Development Agreement with the District on July 21, 2025, for the “conceptualization and development” of a “dedicated teacher apprenticeship campus” to provide housing and training space for District employees. A copy of this contract is attached as **Exhibit 16**. Christopher Smith signed the \$350,000 contract without sending it to the legal department for review, without asking for [REDACTED] input, and without discussing it with the Board. The [REDACTED] we interviewed agreed that Christopher Smith was within his discretionary spending limit under **Policy DJF** in executing this agreement and that the contract furthered a legitimate District interest, namely addressing housing for teachers.

Prior to executing the Campus Partners contract, however, there were several executive sessions and meetings over a period of more than a year-and-a-half regarding the teacher housing project. After several meetings, [REDACTED] Witnesses No. [REDACTED] and [REDACTED] and the [REDACTED] [REDACTED] reached the conclusion that the housing project, on the proposed terms, was not viable. On more than two occasions, which they documented, [REDACTED] Witness No. [REDACTED] personally expressed their reservations to Christopher Smith. Based on those conversation, they understood that the District would not move forward with Mr. Green. Despite consensus among his team members that the terms were not workable for the District, Christopher Smith executed a contract with

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Campus Partners, without legal review, resulting in terms that would not have been approved by the legal department, including terms such as exclusivity for Mr. Green over all future teacher housing projects for at least 15 years and a mutual indemnification provision, which violates Colorado law.

Although Christopher Smith had the purchasing authority to enter into this contract, his decision to do so failed to ensure that District funds were allocated under terms that were reasonable and in compliance with governing law. We find that, based on a preponderance of the evidence, he made this decision with knowledge [REDACTED] opinion was that the project was not advised and without appropriately seeking advice that would be expected and prudent for a contract of this magnitude. This decision demonstrates deferential treatment by Christopher Smith for an EA-affiliated vendor that was not reasonable or prudent and contravened the expressed concerns and advice raised by [REDACTED].

E. TruFit Talent

Richard Boerner is an EA Board Member who is listed on EA's website as EA's Chief Innovation Officer. He is also the principal of TruFit Talent, another vendor with connections to EA. TruFit is pursuing development of a software program or tool intended to evaluate and recommend candidates for various positions in education. Christopher Smith and Brenda Smith met Mr. Boerner through the international school that hosted the Think Tank event in Brazil in April 2024 (this trip is discussed in greater detail below).

In October 2024, Mr. Boerner proposed a project to Brenda Smith that he described as "a cool new idea" and solicited her input on developing his new business, TruFit. A copy of this email correspondence is attached as **Exhibit 17**. Brenda Smith confirmed that the District worked with TruFit in the winter of 2024-25. Witness No. [REDACTED] who was involved in this work, had a negative opinion about TruFit's product. They said that the District, by providing data to TruFit to assist in product development, helped TruFit more than TruFit helped the District. Witness No. [REDACTED] corroborated this sentiment, indicating their understanding was that the District was helping Mr. Boerner develop his new software. Brenda Smith, on the other hand, said she thought it was a good tool but took too long.

The District received an invoice from EA for \$20,000 for TruFit's services. This invoice, which is attached as **Exhibit 18**, has the following description: "TruFit Talent: Aspiring Educator Pathway Candidate & Mentor Selection." There is some dispute about whether District funds were paid to TruFit. There is a record, however, of the District paying this \$20,000 invoice to EA for "Candidate and Mentor Selection" on December 31, 2024. **Ex. 10**. This invoice was not tied to any contract. Despite the uncertainty regarding the invoicing, we find, based on a preponderance

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of the evidence, that the District engaged with TruFit, under the direction of Brenda Smith, to provide data and dedicate District resources to the TruFit project, to the benefit of TruFit. **Other Vendor Contacts**

In addition to the vendors discussed above, we were also asked to review contracts with several other vendors. These included Educators Thriving, Hanover Research, Learning by Design, Qualtrics, Solutions Tree, UnconstrainED, and Britz Company (now Aspire). Several of these vendor contracts were not provided to legal for review, including Qualtrics, Hanover Research, Britz Company, and UnconstrainED. All of these contracts, however, were within the purchasing authority of the administrator that executed the contract, and we did not identify any policy violations related to these vendor contracts.

F. Policy Violations

Applying the preponderance of the evidence standard, we conclude that it is more likely than not that there were three policy violations related to the vendor contracts we investigated. These are: (1) Brenda Smith signed the Phase IV SOW in violation of **Policy DJ**, which limited her purchasing authority to \$150,000 and expressly provided that either the Superintendent or Board President shall sign contracts included in a board resolution; (2) Brenda Smith approved EA expenses that violated Board Policy; and (3) Christopher Smith and Brenda Smith demonstrated favoritism toward EA and EA-associated vendors (i.e., Campus Partners and TruFit) and created the appearance of impropriety in dealing with these vendors. The first two policy violations are discussed above; and those discussions are incorporated herein by reference.

Regarding the third policy violation, **Policy DJG** dictates that the District shall not extend favoritism to any vendor and that District employees shall not create an impression of impropriety when dealing with any vendor. Although there is not a preponderance of evidence supporting a finding that the Smiths had a “direct relationship” with Mr. Palumbo or EA, we find the close relationship relevant to the assessment of evidence regarding favoritism and the requirement that District employees exercise sound judgment in avoiding conflicts of interest or the “appearance of impropriety” in dealing with vendors. Considering Christopher Smith and Brenda Smith’s close personal relationship with Mr. Palumbo, Christopher Smith’s execution of the Campus Partners contract over clear objections from [REDACTED], Brenda Smith’s approval of EA’s expenses that far exceeded the contract amount with little or no oversight over those expenses, Brenda Smith’s unwillingness to accept or consider criticism by other District employees regarding EA, and Christopher Smith’s attempts to influence how staff represented the relationship with EA to others, it is our conclusion, based on the preponderance of the evidence, that the Smiths more likely than not violated this policy.

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Brenda Smith's approval of the EA expenses that far exceeded the contracted amount and text message in response to Witness No. [REDACTED] raising legitimate concerns over EA's expenses and Christopher Smith's call to Witness No. [REDACTED] seeking to control statements about EA, at a minimum, created the appearance of impropriety and showed favoritism in support of this vendor. In essence, the Smiths took EA's "side" when their team members raised legitimate concerns. Whether this was because of their close personal relationship with Mr. Palumbo or another reason is irrelevant, although we find that the close personal relationship contributed to the appearance of impropriety. The message their team members received was that EA was not to be questioned. Additionally, Brenda Smith and Christopher Smith entered into contracts with other vendors introduced to them by EA and Mr. Palumbo, and for whom EA board members were principals, further demonstrating favoritism and deference to EA and its affiliated vendors. The Campus Partners contract is particularly problematic. Not only did [REDACTED] express serious reservations about the Campus Partners engagement, Christopher Smith entered into that agreement without giving reasonable consideration to other [REDACTED] concerns and contrary to the guidance [REDACTED]. This contract was for a substantial sum and contained unacceptable terms.

We acknowledge that Board policies provide considerable discretion to Christopher Smith and Brenda Smith to enter into vendor contracts and that the contracts at issue were within the Smiths' purchasing authority and, in some instances, were approved by the Board. Yet, when viewed in totality, it is our conclusion, based on the preponderance of the evidence, that the Smiths' relationship with EA and EA-adjacent vendors more likely than not demonstrated favoritism and created the appearance of impropriety, in violation of **Policy DJG**, which mandates that "employees of the District must exercise sound judgment in avoiding conflicts of interest or the appearance of impropriety in dealing with vendors."

III. Conflicts of Interest and Gifts

In addition to investigating the Smiths' travel expenses and engagement of EA and related vendors, we investigated whether the Smiths had any direct conflicts of interest or accepted improper gifts that needed to be considered in determining whether the vendor contracts were entered into under circumstances that violated Board policy. Specifically, we considered whether the Smiths had financial interests or familial connections to vendors and whether accepting paid-for travel to Brazil and Guatemala to attend events hosted by organizations associated with EA constituted improper gifts. As to the former, we did not uncover any evidence that the Smiths had direct conflicts of interest, as defined by District policy. Applying the preponderance of the evidence standard, we find it more likely than not that the Smiths did not violate Board policy in these areas.

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A. Conflicts of Interest.

Policy DJG, concerning vendor relations, provides:

District employees may not use their positions for private advantage or personal financial or material gain. District employees may not participate in the purchasing process if the employee has a direct relationship with a vendor doing business with the District. A direct relationship may include the business being owned by a spouse or immediate family member or the employee being employed by the business.

We asked every witness whether they had any information that the Smiths were paid or compensated in any form by vendors, had any financial interest in a vendor, or were inappropriately influenced by a vendor as to future contracts. The witnesses universally said that they had no such evidence.

Christopher Smith did tell at least two District employees that he had been offered a position with EA and could make “a lot more money” working outside the District. However, we were not provided with any evidence that he accepted any position or compensation while employed by the District. Brenda Smith said that, at the time of her interview in April 2026, Christopher Smith had not accepted any job offers and was not working. We do not have any information to the contrary.

We reviewed email correspondence by Mr. Boerner, principal of TruFit, offering Brenda Smith a role as an advisory board member for TruFit. **Ex. 17**. Brenda Smith said that she did not recall being offered, and never accepted, a board position with TruFit. There was no evidence, in witness statements or materials we reviewed, that she accepted any position with TruFit.

A vendor’s offer of employment to a District employee does not, in and of itself, create a conflict of interest, although it demonstrates some lack of understanding of best practices and professionalism. Our investigation revealed no evidence to suggest that Christopher Smith or Brenda Smith took any inappropriate action with the intent to generate any such offers, nor is there sufficient evidence to conclude that their decision-making was improperly influenced by any such offers. Furthermore, while there is evidence that Christopher Smith and Brenda Smith had close personal relationships with Mr. Palumbo, we did not obtain any evidence that this close personal relationship resulted in financial gain for Christopher Smith or Brenda Smith. Therefore, we conclude that it is more likely than not that Christopher Smith and Brenda Smith did not have a conflict of interest that improperly influenced decision-making in violation of Board policy.

B. Brazil and Guatemala

The Smiths traveled to São Paulo, Brazil in April 2024 and to Guatemala City, Guatemala in October 2025 to attend two separate “Think Tanks” hosted by international schools in each country. Christopher Smith was invited to participate in panel sessions for both events. Brenda Smith was Christopher Smith’s guest for both events. Mr. Boerner, principal of TruFit, was the superintendent of the host school in Brazil and extended the invitation to Christopher Smith to participate in the conference and to pay his expenses. Mr. Palumbo was the facilitator for Christopher Smith’s panel in Brazil. With the exception of a minimal charge for obtaining visas to Brazil and airport parking fees for both trips, the District did not pay for any of the expenses related to these trips. Instead, the travel expenses, including airfare and hotel, were covered by the host schools. Pertinent here, the host schools offered, and the Smiths accepted, an extra night of accommodation for each trip and participated in planned cultural and/or sightseeing activities during the extra day they were there. We evaluated whether accepting these trips, and particularly accepting the extra nights of accommodation, constituted acceptance of an improper gift in violation of Board policy.

Article XXIX, § 3 of the Colorado Constitution generally prohibits public officials, employees, and their immediate family from accepting gifts worth more than \$75 in a calendar year. This provision applies to District employees.

Board Policy DJG, concerning vendor relations, provides in pertinent part:

Employees of the District must not accept gifts or gratuities of substantial value or substantial economic benefit tantamount to a gift of substantial value from vendors or other outside persons which would tend to obligate or improperly influence a reasonable person in the position to depart from the faithful and impartial discharge of the employee's duties, or which the employee knows or should know is primarily for the purpose of reward for action taken.

Policy CB, concerning the School Superintendent, contains additional language pertinent to this analysis. Echoing the language in **Policy DJG**, **Policy CB** provides that the “Superintendent shall observe rules of conduct established in law which specify that a school employee shall not . . . accept a gift of substantial value or substantial economic benefit tantamount to a gift of substantial value[.]” But **Policy CB** also provides “[i]t is permissible for the Superintendent to receive” the following:

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- Payment or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which he is scheduled to participate.
- Reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is not extraordinary when viewed in light of his position.
- Items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.

A reasonable interpretation of this policy is that travel for conference participation, and acceptance of opportunities to participate in non-extraordinary social functions or meetings constitute appropriate activities for the superintendent. It follows that the associated expenses, including those specified in the policy (meals, lodging, travel expenses, or tickets to sporting, recreational, educational or cultural events) are not improper “gifts” under Board Policy.

In light of these Policies, and applying the preponderance of the evidence standard, we conclude that, more likely than not, it was not a policy violation for Christopher Smith to attend the Think Tanks in Brazil and Guatemala and to have the host school pay for his expenses. And because Brenda Smith attended as Christopher Smith’s guest, we find that her attendance also did not violate Board Policy. Additionally, because Christopher Smith attended these events in his capacity as Superintendent and participated as a professional in his field, we conclude that the parking fees and cost of the visas were reasonable expenses that furthered the District’s interests.

The extra night of accommodation and participation in activities after the Think Tank concluded is a more nuanced question. Therefore, we turn to **Policy CB**, which expressly permits the Superintendent to accept “[i]tems of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events.” An extra night to allow for participation in activities falls squarely within this description of permissible items that the Superintendent may receive under the policy. Accordingly, applying the preponderance of the evidence standard, we conclude that, more likely than not, the Smiths did not violate Board policy by accepting an extra night of accommodation while in Brazil and Guatemala.

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CONCLUSION

This report has set forth a summary of the material factual findings learned in the course of our investigation. We will provide complete and unredacted supporting documents and a witness key separately.

It is for the Board of Education to decide how this report will be used.

Thank you for the opportunity to conduct this investigation.

Sincerely,

Caplan and Earnest, LLC

Laura M. Wassmuth

Laura M. Wassmuth

Travis J. Miller

TJM/LMW

Attachments as indicated