

**SUPERINTENDENT EMPLOYMENT CONTRACT
FOR CITY OF ST. LOUIS PUBLIC SCHOOL DISTRICT**

THIS CONTRACT is effective the 1st day of July, 2023 between the Board of Education of the City of St. Louis Public School District (hereinafter the "BOE") and its successors pursuant to Sections 162.621 of the Revised Statutes of Missouri and Dr. Keisha Scarlett (hereinafter "Superintendent").

WITNESSETH:

1. DUTIES AND RESPONSIBILITIES OF THE SUPERINTENDENT

A. **Duties:** The Superintendent shall have charge of the administration of the School District of the City of St. Louis (hereinafter the "District") under the direction and guidance of the BOE. The Superintendent shall be the educational leader of the District and shall devote full-time attention, knowledge and skill as necessary to accomplish in an effective and professional manner the duties and responsibilities of the Superintendent of Schools, as required by the laws of the State of Missouri, BOE policy and the directives of the BOE. The Superintendent's duties shall include, but shall not be limited to, those duties as set forth in Missouri law, BOE Policy and the following:

1. Implementing and carrying out the District's Comprehensive Long Range Plan and implementing a strategic plan to fulfill the BOE's mission of maintaining full accreditation for the District;
2. Developing a plan to ensure the District's compliance with the terms and conditions of the Desegregation Settlement Agreement entered into by the District by (a) reviewing and focusing on improving the District's curriculum, (b) improving the District's curriculum alignment, (c) focusing on the development and implementation of a professional growth and development plan for all educators and administrators within the District, (d) focusing on developing the leadership skills of the District's administrators and senior level management personnel;
3. Developing a Comprehensive School Improvement Plan, which will be approved by the Missouri Department of Secondary and Elementary Education, and reporting to the BOE, on an annual basis, the District's progress and achievements under the Comprehensive School Improvement Plan;
4. Carrying out the administration and supervision of the District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary and expedient, and as approved by the BOE, in order to affect positive changes in the District;

5. Managing employment and personnel decisions for the District, including directing, assigning and reassigning all personnel in the District and making recommendations to the BOE as necessary;
6. Organizing and reorganizing the administrative structure of the District, subject to consultation with and approval of the BOE, including the administrative and supervisory staff, as the Superintendent finds necessary for the efficient and effective operation of the District;
7. Preparing for each fiscal year the annual budget and the timely submission of the budget to the BOE for review and approval;
8. Creating and maintaining a collegial and cooperative working relationship between the District and the community, acting as a liaison between the District and the community, and assuming responsibility for a program of public relations and for creating and managing a wholesome and cooperative working relationship between the schools and the community;
9. Recommending policies to the BOE, implementing the policies and regulations of the BOE, and reasonably interpreting policies, regulations and rules, such interpretations being subject to final interpretation by the BOE;
10. Making administrative recommendations on items of business considered by the BOE as the Superintendent deems necessary for the efficient and effective operation of the District;
11. Attending all BOE meetings, including BOE committee meetings, and attending citizen committee meetings;
12. Establishing and implementing a process for keeping the BOE up-to-date on developments, initiatives and issues in the District and ensuring that the BOE is given adequate notice before requesting the approval of any contract or approval of any other action which requires a vote of the BOE.
13. After consultation and discussion with the Superintendent, the BOE may add to, subtract from, or alter the above duties in its sole discretion.

- B. **Conflict Of Interest:** While the Superintendent is employed by the District, the Superintendent shall not engage in any other employment, consulting, contracting, or any other business activities (whether fulltime or part-time) that would create a conflict of interest with the District. Provided that it does not create a conflict of interest, and provided that it is in accordance with Board Policy, upon disclosure, consultation and approval of the Board President, the Superintendent may engage in outside speaking and writing activities.

- C. **Responsibilities:** Superintendent shall maintain professional credentials reasonably acceptable to the BOE to act as Superintendent of the District.

Pursuant to Mo. Rev. Stat. § 168.211, the BOE hereby requires the Superintendent to provide a bond of \$50,000 prior to her employment, and the Superintendent agrees to provide such bond. The BOE shall pay for the cost of this bond.

2. **BOARD AND SUPERINTENDENT COMMUNICATIONS AND WORKING RELATIONSHIPS**

- A. No later than August 1, 2023, the BOE and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the BOE and the Superintendent shall meet to review the agreed-upon process and procedures for how they will communicate and work together and determine whether any changes are necessary.
- B. The BOE, shall provide the Superintendent with any material concerns, suggestions, and issues regarding the operation of the District or the Superintendent's performance for her study and review and appropriate action, if necessary.

3. **TERM**

The BOE agrees to employ Dr. Keisha Scarlett as Superintendent of the District beginning July 1, 2023 through June 30, 2026 in accordance with Mo. Rev. Stat. § 168.211. Beginning in June 2025, however, the Parties may, by mutual consent, agree to extend the term of this contract for additional periods.

4. **COMPENSATION**

Annual Base Salary. The BOE agrees to pay to the Superintendent an annual base salary for her services from July 1, 2023 through June 30, 2024 of Two Hundred Sixty-Eight Thousand Dollars (\$268,000.00). In addition, the BOE may, in its sole discretion, elect to increase the Superintendent's salary in an amount not to exceed five percent (5%) per annum based on the Superintendent's and the District's performance.

5. **BENEFITS**

- A. **Health and Related Benefits.** The BOE shall provide the Superintendent with the health and related benefits that are otherwise available to fulltime, administrative District employees, including group health and hospitalization, dental and vision insurance, prescription drug coverage and life and disability.
- B. **Retirement Benefits.** The Superintendent shall be entitled to receive any retirement benefits that are otherwise available to regularly appointed full-

time employees of the District. During the term of this Contract, the BOE shall provide, in addition to salary, an annual non-discretionary, non-elective employer contribution to a written plan ("403(b) Plan" or "457(b)") established by the BOE under Sections 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended in the amount of ten percent (10%) of the Superintendent's annual base salary at the time of the contribution, to be paid in equal monthly installments throughout the year.

Subject to and in accordance with the terms of the 403(b) Plan or 457(b) Plan, the Superintendent will be permitted to select, from among the list of vendors available under the 403(b) Plan or 457(b) Plan, the specific vendor to administer her account balance in the 403(b) Plan or 457(b). The Superintendent has no option to receive the non-discretionary, non-elective employer contribution in cash. The Superintendent will at all times be 100% vested in the annual contributions (and the gains or losses thereon) to her account in the 403(b) Plan or 457(b) Plan.

- C. **Personal Leave.** During the term of this Contract, the Superintendent, like all full time District employees, shall be entitled to nine (9) total days of personal time off ("PTO") per school year. The use and accumulation of any accrued PTO time by the Superintendent shall be in accordance with BOE policy.
- D. **STD, LTD and Life Benefits.** The BOE shall provide the Superintendent the Short-Term Disability ("STD") and Long-Term Disability ("LTD") benefits that are available to full-time administrative BOE employees. The BOE shall provide a life insurance policy payable to the beneficiary designated by the Superintendent in the amount of one and one-half times her base salary at the time of the policy issuance.
- E. **Vacation.** In addition to all legal and other holidays recognized by the District, the Superintendent, like all administrative twelve-month employees, shall be provided with twenty-two (22) days of annual vacation per contract year. The use and accumulation of any accrued vacation by the Superintendent shall be in accordance with BOE policy. Notwithstanding the foregoing, the Superintendent may elect to be paid the per diem amount of up to ten (10) unused vacation days per year at the end of the contract year.
- F. **Other Standard Benefits.** Unless specified to the contrary herein, the Superintendent is eligible to receive the same benefits afforded to other full-time administrative employees of the District.
- G. **Technology Devices.** The Superintendent shall be provided with an i-pad or similar tablet, laptop computer (with wireless connectivity) and standard issue District cell phone for the purposes of carrying out her responsibilities

as Superintendent of the District. The District shall pay the reasonable cost and expense related to these items.

H. **Expenses.**

1. **Relocation:** The District shall make a one-time payment of twenty thousand dollars (\$20,000) to the Superintendent as reimbursement for anticipated and expected moving and relocation expenses.
2. **Automobile:** The Superintendent has the option to use her personal vehicle to visit the sites of schools, attend District, BOE and community functions and to attend conferences, meetings and workshops. If the Superintendent chooses to use her personal vehicle, the District shall provide the Superintendent with a monthly automobile allowance of \$800.00. The Superintendent shall be responsible for all expenses associated with ownership and use of her personal vehicle, including maintenance, repair and operation.

Alternatively, the Superintendent may elect for the BOE to provide her with a leased vehicle. In which case, the BOE will secure appropriate automobile liability insurance and be responsible for all costs and expenses in the maintenance, repair and operation of the vehicle.

In the event the Superintendent elects to have the BOE provide her with a leased automobile, the Parties acknowledge and agree that certain use of the automobile constitutes commuting expenses or personal use. Prior to December 31st of each year, the Superintendent shall provide a report to the District indicating any personal use of the vehicle. Any personal use of the vehicle shall be accounted for and included as additional compensation to the Superintendent, to the extent required by applicable federal and state laws and regulations.

3. **Conferences and Meetings:** The BOE shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the BOE. The Superintendent shall periodically report to the BOE relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.
4. **Civic Engagement and Involvement:** The BOE expects and encourages the Superintendent to be involved in the community and with community and civic organizations. Accordingly, the District shall pay the dues and reasonable expenses associated with the Superintendent's involvement in such community and civic organizations and activities. Such dues and expense reimbursement

shall be subject to Board approval. Further, the Superintendent shall file itemized expense statements to be processed and approved as provided by Board policy and applicable law.

5. **Other Necessary Expenses Incurred:** The BOE agrees to reimburse the Superintendent for all expenses incurred by her in the discharge of her professional responsibilities as Superintendent. In general, if a reasonable and necessary expense is incurred on behalf of the District, the BOE shall provide reimbursement for such expense. The determination of reasonable expense shall rest exclusively with the BOE, and all such reimbursements shall be subject to such limitations and conditions as the BOE may impose from time to time.

6. PROFESSIONAL GROWTH AND DEVELOPMENT

- A. The Superintendent is encouraged to belong to appropriate professional and educational organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as are required, directed, or permitted by the BOE. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.
- B. The Superintendent is also encouraged to attend appropriate professional meetings and conferences, the expenses of said attendance to be incurred by the District, with approval from the BOE. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

7. EVALUATION

- A. **Annual Evaluation.** In accordance with the Missouri Department of Elementary and Secondary Education guidance, each year the BOE and the Superintendent shall meet to discuss the goals, process and evaluation instrument to be used to evaluate the Superintendent. Also, in accordance with the Missouri Department of Elementary and Secondary Education guidance, each year the Board shall evaluate the Superintendent based on the Superintendent's progress in meeting the agreed-upon goals and the Superintendent's carrying out her duties pursuant to Section 1.A of this Contract.
- B. **Procedure.** Between January 1st and May 1st of each year of the Contract, using the agreed-upon evaluation instrument, the Superintendent shall provide the Board a self-appraisal of her progress in meeting the agreed-upon goals and carrying out her duties pursuant to 1.A of this Contract and the Board shall take this self-appraisal into consideration in conducting the Superintendent's evaluation. The Board and the Superintendent shall meet

in executive session to evaluate the Superintendent and to discuss related matters, including possible extensions of the term of this Contract.

By July 1st of each year of this Contract, the BOE shall provide the Superintendent with a copy of a completed evaluation form. The Superintendent shall have the right to respond to the BOE's written evaluation either orally during an executive session or in writing. The BOE's written evaluation and any written response by the Superintendent shall be made part of the Superintendent's personnel file. The Superintendent's evaluation and all related documents shall be kept confidential.

8. TERMINATION

This Contract may be terminated on the grounds and conditions provided below:

- A. **For Cause:** Throughout this Contract, a simple majority of the BOE may vote to terminate the Superintendent for Cause. For purposes of this provision, "Cause" shall mean: (1) intentional and/or repeated refusal or failure to carry out the directions of the BOE; (2) fraudulent or intentionally misleading/ dishonest actions in her communications or dealings with the BOE; (3) conviction of a felony crime or any other crime involving an act of moral turpitude, fraud or misrepresentation, including larceny, embezzlement, conversion or any act of misappropriation of funds; (4) misconduct or any act of immorality which materially injures the reputation of the District or BOE; (5) intentional, flagrant, or repeated conduct which violates the written policies, rules or regulations of the BOE; or (6) conduct which violates the laws governing the public schools of the City of St. Louis.
- B. **Right to Hearing:** If the BOE decides to terminate the Superintendent For Cause, the Superintendent may elect to contest her For Cause termination and request a hearing before the BOE. The Superintendent shall notify the BOE in writing not later than five (5) days from the date of receiving written notice of the BOE's proposed For Cause Termination of her desire to contest her termination. In such case, the Superintendent may be placed on an administrative leave pending the hearing described below. The Superintendent shall not suffer any loss of salary or benefits by reason of being placed on administrative leave pending her hearing. Upon receipt of timely written notification of the Superintendent's desire to contest her termination for cause, the BOE shall notify the Superintendent of the date and place of a hearing to be conducted as set forth below. The Superintendent shall, unless otherwise agreed to in writing by the parties, be entitled to have this hearing not less than ten (10) days and no more than thirty (30) days from the date of her request for such a hearing.

C. **Hearing Process:** Unless otherwise agreed to in writing between the BOE and the Superintendent, the hearing shall be conducted as follows:

- (1) Seven (7) days prior to the scheduled hearing, the parties shall exchange copies of the documents they intend to use at the hearing and a list of witnesses who the parties may call to testify at the hearing.
- (2) The hearing will be held in closed session before at least a quorum of the BOE then serving and the Superintendent. The BOE and Superintendent shall be entitled to legal counsel and shall have the right to cross examine adverse witnesses and present witnesses and documentary evidence on their behalf.
- (3) The BOE shall have the burden of proof, by submission of substantial and competent evidence, to establish cause for the proposed termination.
- (4) The employment status of the Superintendent shall be determined by a simple majority of the members of the BOE then serving. If the BOE votes to terminate the employment of the Superintendent, the BOE shall provide her with a detailed written statement of the reasons for the termination. The Superintendent shall retain the right to appeal a decision to terminate her employment in accordance with state law. To the extent any portion of this Section is inconsistent with state law, state law shall prevail.
- (5) In the event that the BOE discharges the Superintendent For Cause, all obligations of the BOE under this Contract shall cease as of the date of the termination; provided, however, that the BOE shall pay, if applicable, the terminal benefits set forth herein.

D. **Without Cause:** Throughout this Contract, a simple majority of the BOE may vote to terminate the Superintendent Without Cause. In the event a majority of the BOE votes to terminate the Superintendent's employment Without Cause, the BOE shall pay as severance the amount of twelve (12) months of the Superintendent's annual base salary and twelve (12) months of district provided healthcare benefits at the time of the vote to terminate the Superintendent Without Cause, from which standard withholdings and applicable deductions shall be made ("Severance"). The Severance shall be paid in twelve (12) monthly installments. In the event that the BOE discharges the Superintendent Without Cause, all obligations of the BOE under this Contract shall cease as of the date of the termination; provided, however, that the BOE shall pay, the above-referenced Severance.

E. **Disability or Incapacity:** In the event that Superintendent is for any reason unable to perform the essential functions of her position, even with

reasonable accommodation (as that term is understood under the Americans with Disabilities Act) for a period of (1) One hundred eighty (180) consecutive days, or (2) One hundred eighty (180) days (whether or not consecutive) during any 12-month period, by reason of Superintendent's Disability, the District shall have the option to terminate the employment of Superintendent under this Contract, effective upon its giving written notice to Superintendent at any time following the expiration of such 180-day period. The term "Disability" as used in this section means any mental or physical impairment that prevents Superintendent from performing the essential functions of her position, with or without reasonable accommodation, as determined by a physician mutually agreeable to Superintendent and the District, in compliance with the Americans with Disabilities Act.

9. INDEMNITY

The BOE agrees that, to the fullest extent permitted by law, it will defend, hold harmless and indemnify the Superintendent from any and all third party demands, claims, suits, actions and other legal proceedings brought against the Superintendent in her role as an agent and employee of the District, whether brought against her in her official or individual capacities, for any incident or activity arising out of the course of her employment as Superintendent or otherwise relating to her service as Superintendent. The District shall be required to pay the costs and fees (including reasonable attorneys' fees) incident to any such demands, claims, suits, actions and legal proceedings.

10. MISCELLANEOUS

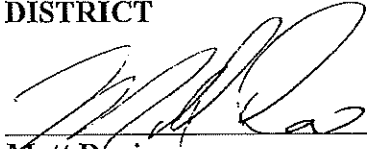
- A. **Applicable Law:** The laws of the State of Missouri shall govern the construction, interpretation and performance of this Contract, and all transactions under it. The Superintendent agrees to abide by any and all federal statutes, laws, rules and regulations as well as state statutes, laws, rules and regulations applicable to this Contract. If any dispute arises out of this Contract, which results in litigation, the venue of such litigation shall be in the City of St. Louis, Missouri.
- B. **Entire Agreement; Effect of Contract:** This Contract contains all the terms and conditions agreed upon by the parties and supersedes the provisions of any other agreements or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No oral agreements or representations shall be valid or binding upon the BOE or the Superintendent unless expressly contained herein or by a written amendment to this Contract signed by authorized representatives of the BOE and the Superintendent as provided herein. In the event of any conflict between the terms of this Contract and an amendment, the provisions of the Contract shall control.

- C. **Severability:** Each provision and paragraph of this Contract is separable and divisible from the others, and from the other paragraphs of this Contract. If any provision or paragraph of this Contract is determined by a competent tribunal of law to be unreasonable or unenforceable as written, the other provisions or paragraphs hereof shall be fully enforceable in accordance with their terms, and the unreasonable provisions or paragraphs shall be deemed to be revised and enforceable to the maximum extent found to be reasonable or enforceable and a court is authorized to do so.
- D. **Effectiveness:** This Contract shall be effective only upon signatures of the Superintendent and of the BOE after authorization for such signatures by the officers of the BOE is given in an appropriate manner.
- E. **409A Compliance.** With respect to payments of nonqualified deferred compensation (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder) payable upon a termination of employment or termination of this Contract, each reference to such a "termination" of the Superintendent's employment under this Contract will be deemed to refer to the Superintendent's "separation from service" as defined in Treas. Reg. § 1.409A-1(h). To the extent that any right to reimbursement of expenses or payment of any in-kind benefit under this Contract constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended), (i) any such expense reimbursement will be made by the BOE no later than the last day of the taxable year following the taxable year in which such expense was incurred by the Superintendent, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; provided that the foregoing clause will not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code of 1986, as amended solely because such expenses are subject to a limit related to the period the arrangement is in effect.

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IN WITNESS WHEREOF, upon approval by a vote of the BOE at its meeting held on 2/24/2023, the Board of Education of the City of St. Louis Public School District has caused this Contract to be executed on its behalf by its duly authorized officer and the Superintendent has approved this Contract effective on the day and year above specified.

**BOARD OF EDUCATION OF THE
CITY OF ST. LOUIS PUBLIC SCHOOL
DISTRICT**

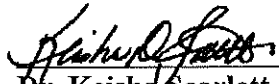


Matt Davis
President

2/27/2023

Date of Acceptance

SUPERINTENDENT

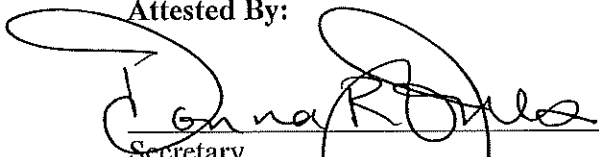


Dr. Keisha Scarlett

02/27/2023

Date of Acceptance

Attested By:



Secretary,
The City of St. Louis Public School District

**ADDENDUM TO
SUPERINTENDENT EMPLOYMENT CONTRACT**

This Contract Addendum is entered on February 27, 2023, by and between the Board of Education of the City of St. Louis Public School District (the "BOE"), and Dr. Keisha Scarlett (the "Superintendent") (collectively, the "Parties").

WHEREAS, the BOE and the Superintendent entered into the current Superintendent Employment Contract (the "Contract"), fully executed by the Parties on February 27, 2023.

WHEREAS, under the terms of the Contract, the BOE agreed to employ the Superintendent from July 1, 2023 through June 30, 2026.

WHEREAS, the BOE believes it is in the best interests of the District and its operations for the Superintendent to begin certain transitional duties prior to July 1, 2023.

NOW THEREFORE, the Parties agree to amend the terms of the Contract. This Contract Addendum is incorporated by reference into and is a part of the Contract as of the date identified above. For the specified consideration, the Board and the Superintendent agree that the Contract is amended as follows:

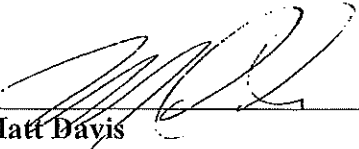
TRANSITION PERIOD

The Board will engage the Superintendent for up to 25 work days of transitional duties prior to July 1, 2023. Each such day will be scheduled with and approved by the President of the BOE in advance. The Superintendent shall be paid One Thousand Dollars (\$1,000) per approved work day of transitional duties. Additionally, subject to approval by the BOE, the Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of these transitional duties, including travel, meals, and hotel rooms (if an overnight stay is required). Prior to reimbursement, the Superintendent shall submit to the BOE appropriate documentation of expenses incurred and the BOE will review and approve subject to the applicable limits in the District's reimbursement policies and practices.

All other terms and conditions of the Superintendent Contract shall remain unchanged and are hereby ratified by the Parties.

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**BOARD OF EDUCATION OF THE
CITY OF ST. LOUIS PUBLIC SCHOOL
DISTRICT**

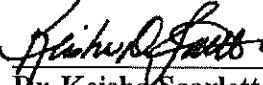


Matt Davis
President

2/28/2023

Date of Acceptance

SUPERINTENDENT

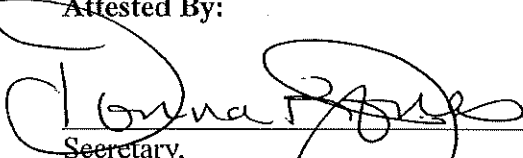


Dr. Keisha Scarlett

02/28/2023

Date of Acceptance

Attested By:



Secretary,
The City of St. Louis Public School District

