

## SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is effective this 11<sup>th</sup> day of April, 2005 between the Board of Education of the City of St. Louis (hereinafter the "Board") and Dr. Creg Williams (hereinafter "Superintendent").

WITNESSETH:

1. **Duties and Board/Superintendent Communications**

A. **Duties.**

The Superintendent shall be the chief executive officer and 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, Board policy and the directives of the Board. The Superintendent's duties shall include, but shall not be limited to, those duties as set forth in Missouri law, Board Policy and the following:

- i. 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 Board, in order to affect positive changes in the District;
- ii. Recommending to the Board for approval, all personnel for employment and termination, and directing, assigning and reassigning all personnel in the District;
- iii. Organizing and reorganizing the administrative structure of the District, subject to approval of the Board, including the administrative and supervisory staff, as the Superintendent finds necessary for the efficient and effective operation of the District;
- iv. Preparing effective with the 2006 fiscal year the annual budget and the timely submission of the budget to the Board for review and approval;
- v. 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;
- vi. Recommending policies to the Board, implementing the policies and regulations of the Board, and reasonably interpreting policies,



regulations and rules, such interpretations being subject to final interpretation by the Board;

- vii. Making administrative recommendations on items of business considered by the Board as the Superintendent deems necessary for the efficient and effective operation of the District;
- viii. Attending all Board meetings, including Board committee meetings, and attending citizen committee meetings;
- viii. Staying abreast of educational trends and developments by reading widely, visiting other districts, and participating in appropriate professional development and professional organizations at the local, state and national levels; and
- ix. Establishing and implementing a process for keeping the Board up-to-date on developments, initiatives and issues in the District.

Notwithstanding the above, the Superintendent, with <sup>notice to the Board and</sup> approval of the Board President, may undertake consultant work, writing, lecturing or other professional duties and responsibilities. *C. Williams*

**B. School Board/Superintendent Communications**


By June 30, 2005, the Superintendent and Board shall meet and discuss the process and procedures by which they shall communicate.

**C. Certification and Bond**

During the term of this Contract, the Superintendent shall furnish professional credentials reasonably acceptable to the Board to act as Superintendent of the District. The Superintendent must make a good faith effort to obtain appropriate certification and will obtain appropriate certification by July 31, 2005.

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

**2. Term**

The Board agrees to employ Dr. Creg Williams as Superintendent of the District for a term of four (4) years from April 11, 2005 up to and including April 10, 2009 in accordance with Mo. Rev. Stat. § 168.211. 

The Board shall determine whether to offer the Superintendent a subsequent Contract no later than eight (8) months prior to the expiration of this Contract and shall



give the Superintendent written notice of its action. If the Board does not give the Superintendent such notice, the Contract shall be extended for an additional year.

Within ten (10) calendar days after receiving written notice, the Superintendent may request a meeting in executive session with the Board to discuss its intentions, the reasons for its intentions and ways in which any concerns of the Board might be addressed by the Board and the Superintendent. Following its receipt of such a request, the Board shall hold an executive session with the Superintendent to discuss such issues.

### 3. Compensation

A. **Annual Base Salary.** The Board agrees to pay to the Superintendent an annual base salary for his services of Two Hundred Fifty Thousand Dollars (\$250,000) for the first year of this Contract. For every year thereafter, the Superintendent's annual base salary shall increase each year by the increase in the consumer price index using the Implicit Price Deflator for Personal Consumption Expenditures, as published by the Bureau of Economic Analysis of the United States Department of Commerce. Any adjustment in the base salary made during the life of this Contract shall be in the form of an amendment and shall become part of the Contract. The annual base salary provided herein shall be paid in equal installments according to Board regulations, less deductions required by law and those authorized by the Superintendent.

B. **Pay for Performance/Merit.** In addition to his annual base salary, the Superintendent shall be eligible each year beginning with fiscal year 2006 to receive a merit bonus based upon his performance as measured by goals that are mutually agreed upon by the Superintendent and the Board. Before June 30, 2005, the Board and the Superintendent shall agree on such goals for the 2006 fiscal year. Each year thereafter, the Superintendent and the Board shall establish goals no later than January 31 prior to each fiscal year. The total bonus pool for each fiscal year shall be \$30,000.

The performance/merit payment shall not be a permanent adjustment to the annual base salary. Such payments shall be paid by the Board by the close of the first month in the succeeding fiscal year of the District.

### 4. Benefits

A. **Health and Related Benefits.** The Board shall provide the Superintendent the health and related benefits, including group health and hospitalization, dental and vision insurance, prescription drug coverage and life and disability, that are available to Board employees.

B. **Expense Allowance.** During the term of this Contract, the Board shall provide the Superintendent a monthly expense allowance of up to One

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Thousand Five Hundred Dollars (\$1,500.00), in addition to other wages, fringes, and other compensation. This expense allowance may be used by Superintendent to assist the Superintendent with expenses, such as contributions made for District employee dinners or receptions; transportation expenses; technology reasonably necessary to enable Superintendent to fully perform his duties; fund-raising solicitations; expenses for his guests at school related dinners, receptions; and any other costs associated with performance of duties connected with state and national professional association(s) and community functions. All such expenses shall be supported by appropriate documentation.

- C. **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.
- D. **Life Insurance.** In addition to other benefits, and subject to medical underwriting if required, the District shall pay the annual premium during the term of this Contract on one or more mutually-acceptable term life insurance policy(ies) in the aggregate face amount of twice the amount of the base salary for the benefit of the Superintendent with the Superintendent having the right to designate the beneficiary thereof.
- E. **Sick and Personal Leave.** During the term of this Contract, the Superintendent shall be entitled to nine (9) total days of personal time off ("PTO") per contract year. The Superintendent shall be eligible for payment of all unused accumulated PTO, if any, at the time of termination from employment or expiration of the Contract at the Superintendent's then current annual base salary in accordance with Board policy.
- F. **Vacation.** The position of the Superintendent shall be a fifty-two (52) week position. In addition to all legal and other holidays recognized by the District, the Superintendent shall be provided with twenty two (22) days of annual vacation per contract year. Such vacation time may be used immediately and in full without the necessity of any accrual period prior to use. The Superintendent shall be eligible for payment of all unused accumulated vacation, if any, at the time of termination from employment or expiration of the Contract at the Superintendent's then current annual base salary in accordance with Board policy.
- G. **Disability.** The Board shall pay the full annual premium for a policy of disability insurance for the benefit of the Superintendent. Such insurance coverage shall provide payment of two thirds of base salary at the time of the disability not to exceed Fifteen Thousand Dollars (\$15,000) per month subject to the terms of the policy.
- H. **Automobile.** The Superintendent shall have for his regular use a Board-owned vehicle.



5. **Deferred Compensation**

On or before March 31 of each year of this Contract, the District shall make a contribution of \$7,500 to a 403(b) plan or plans of the Superintendent's choice provided that Superintendent establishes such a plan, or, to a 457 plan established by the Board. Board contributions shall be treated for tax purposes as additional salary to Superintendent from which elective deferrals are made.

6. **Moving, Temporary Living and Related Expenses**

The Board shall pay the Superintendent for moving and relocation expenses, temporary living expenses and other costs incurred by the Superintendent in connection with his acceptance of employment in a total amount not to exceed \$20,000. Payment of such expenses shall be contingent upon submission of appropriate documentation by the Superintendent.

7. **Professional Growth**

- A. **Professional Meetings.** The Superintendent shall be encouraged to attend appropriate professional meetings and conferences, the expenses of said attendance to be incurred by the District, including: (a) programs and activities sponsored or conducted by local, state and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District. The Superintendent is authorized to attend, and the District will pay for reasonable expenses associated with, annual conferences for American Association of School Administrators ("AASA") and the Council of Great City Schools, as well as other meetings as approved by the Board.
- B. **Professional Growth and Development.** In addition to the provisions of this Contract, the Superintendent may utilize five (5) working days per year, with or without compensation, as personal professional growth days during which the Superintendent may engage in writing, consulting, lecturing and other professional growth activities. The Superintendent shall report annually to the Board regarding this activity.
- C. **Membership.** The District shall pay the membership dues of the Superintendent for the AASA, the Missouri Association of School Administrators, and the American Association of School Curriculum Development. In addition the District shall pay for other professional and civic group memberships in which the Superintendent feels it is appropriate to maintain and improve his professional skills, and



community obligations, as permitted by state law and as approved by the President of the Board.

## 8. Evaluation

- A. **Annual Evaluation.** Beginning with the 2005-06 school year, the Board shall evaluate and assess in writing the performance of the Superintendent each year. This evaluation and assessment shall be based on the duties of the Superintendent and the mutually agreed-upon goals of the Superintendent and Board for the year in question.
- B. **Evaluation Format and Process.** On or before July 30, 2005, the Superintendent shall submit to the Board a recommended format and process, including proposed goals, for the written evaluation and assessment of his performance for the 2005-06 school year. The Board and Superintendent will confer in future years as to whether the format should be modified.
- C. **Procedure.** Beginning with the 2005-06 school year, using the agreed-upon evaluation format, the Superintendent, prior to his evaluation, shall provide the Board a written self-appraisal of his accomplishments and attainment of the agreed-upon goals on or before June 1 of each year of this Contract. After the Board receives the Superintendent's self-appraisal, the Board and the Superintendent shall meet in executive session to evaluate the Superintendent and to discuss related matters, including possible extension of the term of this Contract.

By July 31 of each year of this Contract, the Board shall provide the Superintendent with a copy of a completed evaluation form. The Superintendent shall have the right to respond to the Board's written evaluation either orally during an executive session or in writing. The Board'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.

## 9. Termination

Upon termination of this Contract and employment hereunder, the Superintendent shall retain his rights to accrued paid time off and vacation leave and to retirement benefits in accordance with Board policy and State and federal law. This Contract may be terminated on the grounds and conditions provided below:

- A. Throughout this Contract, the Superintendent shall be subject to termination for Cause. For purposes of this provision, "cause" shall mean: (1) willfully refuses or fails to carry out specific directions of the Board; (2) acts fraudulently or dishonestly in his relations with the Board; (3) has been convicted 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) engages in misconduct or any act of immorality which materially injures the reputation of the Board; (5) willfully engages in conduct which violates the written policies, rules or regulations of the Board; or (6) willfully engages in conduct which violates the laws governing the public schools of the City of St. Louis. In the event that the Board discharges the Superintendent for cause, all obligations of the Board under this Contract shall cease as of the date of the termination; provided, however, that the Board shall pay, if applicable, the terminal benefits set forth above.

In the event the Board proposes to discharge Superintendent for cause, it shall notify the Superintendent, in writing, of the proposed action and shall provide the Superintendent with a complete and detailed statement of the reasons for the proposed termination for cause. The Superintendent shall be placed on administrative leave with pay as of the date of this notification, provided that if the Board does not terminate this Contract following the hearing described below, the Superintendent shall not suffer any loss of salary or benefits by reason of being placed on administrative leave. The Superintendent shall notify the Board in writing not later than fifteen (15) days from the date of receiving written notice of the Board's proposed action of his desire to contest his termination. Upon receipt of timely written notification of the Superintendent's desire to contest his termination for cause, the Board 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 forty (40) days and no more than sixty (60) days from the date of his request for such a hearing.

Unless otherwise agreed to in writing between the Board and the Superintendent, the hearing shall be conducted as follows:

- (1) The Board shall, within fourteen (14) days of the scheduled hearing, provide to the Superintendent, or his designee: (i) a copy of each document intended to be used in support of each alleged reason for discharge; (ii) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information, and a brief description about which each such witness is expected to testify. The Superintendent shall, within seven (7) days of the scheduled hearing, provide to the Board, or its designee: (1) a copy of each document intended to be used in his defense; and (2) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information, and a brief description about which each such witness is expected to testify;



- (2) The hearing will be held in closed session before at least a quorum of the Board then serving and the Superintendent. The Board 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. The Board shall have the burden of proof, by submission of substantial and competent evidence, to establish cause for the proposed termination, and, if applicable, a "willful" act or omission on the part of the Superintendent. The employment status of the Superintendent shall be determined by a simple majority of the members of the Board then serving. If the Board votes to terminate the employment of the Superintendent, the Board shall provide him with a detailed written statement of the reasons for the termination. The Superintendent shall retain the right to appeal a decision to terminate his employment in accordance with state law. To the extent any portion of this Section is inconsistent with state law, state law shall prevail.
- B. In the event of disability by illness or incapacity, the Board may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated paid time off and such other leave as may be available, and has been absent from his employment for whatever cause, for a continuous period of one year.
- C. The Superintendent may at his option unilaterally terminate this Contract by giving the Board at least ninety (90) days prior written notice of unilateral termination.
- D. The Board may, at its option, unilaterally terminate this Contract upon an affirmative vote of a majority of the Board at any regular or special meeting of the Board. In the event of such termination, the Superintendent shall be entitled to appear before the Board. The Board shall pay to the Superintendent, upon the execution of a complete release satisfactory to the Board and the Superintendent, severance pay the equivalent of one year's salary on this Contract and accrued paid time off and vacation leave. In addition, the Superintendent shall be entitled to any retirement benefits in accordance with Board policy and State and federal law. It is understood that this option should be exercised only after reasonable and good faith efforts to terminate the contract upon mutual agreement of the parties as provided in Paragraph (E) below have been concluded.
- E. The Board and the Superintendent may terminate this Contract by written agreement of the Board and the Superintendent, at which time all obligations of the Board and the Superintendent shall cease. Notwithstanding the foregoing, the Board shall pay the Superintendent unpaid salary through the



termination date of this Contract and accrued paid time off and vacation leave.

#### 10. Indemnity

The Board 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 his role as as an agent and employee of the District, whether brought against him in his official or individual capacities, for any incident or activity arising out of the course of his employment as Superintendent or otherwise relating to his 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.

#### 11. Miscellaneous

This Contract shall be governed and construed in accordance with the internal laws of the State of Missouri without reference to conflicts of law principles. This Contract constitutes the entire Contract between the parties and may not be amended except in writing, signed by each of the parties. If any provision of this Contract is determined to be contrary to law, the validity and enforceability of this Contract in all other respects shall not be in any way impaired and all other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the 17<sup>th</sup> day of April, 2005.

#### SUPERINTENDENT

DATE: 4 / 11 / 05

By: Creg Williams  
DR. CREG WILLIAMS

#### BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

DATE: 4 / 11 / 05

By: Darnetta Clinkscale  
DARNETTA CLINKSCALE, President