

SUPERINTENDENT EMPLOYMENT CONTRACT
CITY OF ST. LOUIS PUBLIC SCHOOL DISTRICT

THIS SUPERINTENDENT EMPLOYMENT CONTRACT ("Contract") is entered into effective as of July 1, 2026, by and between the Board of Education of the City of St. Louis Public School District ("BOE" or "Board") and Dr. Myra Berry ("Superintendent"), pursuant to Sections 162.621 and 168.211 of the Revised Statutes of Missouri.

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, and (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 Elementary and Secondary 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 BOE approved 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, subject to consultation and approval of the BOE 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; and
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 and Outside Activities

During the term of this Contract, the Superintendent shall not engage in outside employment, consulting, contracting, or business activities (whether full-time or part-time) that create a conflict of interest with the District.

Provided that it does not create a conflict of interest, and if it is in accordance with BOE policy, the Superintendent may engage in compensated outside speaking and writing activities, upon reasonable advance disclosure to the Board via the Board President.

C. Professional Credentials and Bond

The Superintendent shall maintain all credentials, certifications, and qualifications required by Missouri law.

Pursuant to Mo. Rev. Stat. § 168.211, the Superintendent shall provide a bond in the amount of Fifty Thousand Dollars (\$50,000), the cost of which shall be paid by the District.

2. BOARD AND SUPERINTENDENT RELATIONSHIP

A. Governance Structure

The parties acknowledge that pursuant to Missouri law the BOE has general policymaking and supervisory authority, as well as governance and management responsibility of the St. Louis Public Schools. However, the BOE is not responsible for day-to-day classroom or district management; these responsibilities are delegated to the Superintendent and the other professional educators hired by the BOE.

B. Communications

The Superintendent is expected to maintain consistent, transparent, open, and honest communications with the BOE. The Superintendent and the BOE will work in good faith and collaborate regularly on District communications to ensure that the Superintendent and the BOE's messaging within and outside the District are aligned. The Superintendent shall keep the BOE informed regarding significant operational, financial, legal, personnel, safety, and community matters.

C. Annual Meeting

On or before April 30th of each contract year, the BOE and Superintendent shall also meet to review governance expectations, communication protocols, strategic goals, evaluation procedures, and working relationship expectations and determine whether any changes are necessary.

3. TERM

The BOE agrees to employ Dr. Myra Berry as Superintendent of the District beginning July 1, 2026 and continuing through June 30, 2029, unless sooner terminated pursuant to this Contract. Beginning July 1, 2027, the parties may mutually agree to extend this Contract for additional contract years or terms.

If the BOE fails to complete the Superintendent's annual evaluation by July 1 of any contract year after the Superintendent has timely submitted required evaluation materials, the Contract shall automatically extend for one (1) additional year unless the BOE provides written notice of non-extension prior to June 1 of that contract year.

4. COMPENSATION

A. Annual Base Salary

The BOE agrees to pay to the Superintendent an initial annual base salary for her services of Two Hundred Sixty-Five Thousand Dollars (\$265,000), beginning on July 1, 2026.

B. Salary Adjustments

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 upon factors such as:

1. the Superintendent's performance;
2. the District's performance;
3. Comparable superintendent compensation in peer districts; and

Any approved increase shall become part of the Superintendent's base salary for all purposes under this Contract.

5. BENEFITS

A. Health and Related Benefits

The BOE shall provide the Superintendent with the health and related benefits that are otherwise available to full-time, administrative District employees, including group health and hospitalization, dental and vision insurance, prescription drug coverage, life, and disability.

B. Retirement Contribution

In addition to the above Annual Base Salary, the District shall make a non-discretionary employer paid contribution equal to ten percent (10%) of the Superintendent's Annual Base Salary to a qualified 403(b) and/or 457(b) plan selected by the Superintendent from District-approved vendors. This amount will be paid on a monthly pro rata basis throughout the term of this Contract. The Superintendent shall be immediately 100% vested in all such contributions.

C. Personal Leave

During the term of this Contract, the Superintendent, like all 12-month full-time administrative District employees, shall be entitled to two (2) 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. Sick Leave

During the term of this Contract, the Superintendent, like all 12-month full-time administrative District employees, shall be entitled to ten (10) total days of sick leave ("Sick

Leave”) per school year. The use and accumulation of any accrued sick leave by the Superintendent shall be in accordance with BOE policy.

E. 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.

F. 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-five (25) days of annual vacation per contract year, otherwise available to twelve-month employees with twenty (20) or more years of service. The use and accumulation of any accrued vacation by the Superintendent shall be in accordance with BOE policy. For each year during the term of this Agreement, the Superintendent may elect to have the BOE pay the Superintendent for up to ten (10) days of unused vacation during that year. Such payment shall be calculated on a per diem basis based upon the Superintendent’s then current annual salary. The Superintendent shall notify the BOE of the Superintendent’s election for the payment of any unused vacation days by May 15 of that year and payment for the unused vacation days as elected by the Superintendent shall be paid by separate check or direct deposit to the Superintendent by July 1 of that year.

G. 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.

H. Technology Devices

The Superintendent shall be provided with an iPad or similar tablet, laptop computer (with wireless connectivity), and standard issue District cell phone for the purpose of carrying out her responsibilities as Superintendent of the District. The District shall pay the reasonable cost and expenses related to these items.

I. Expenses

1. Automobile: The Superintendent is expected to use her personal vehicle to visit school sites, attend District, BOE, and community functions and to attend conferences, meetings, and workshops. The District shall provide the Superintendent with a monthly automobile allowance of \$800.00. By virtue of this automobile allowance, the Superintendent shall not be eligible for any mileage or gas reimbursement and shall be responsible for all expenses associated with ownership and use of her personal vehicle, including fuel, maintenance, repair, and operation. The District shall not be responsible for reimbursing the Superintendent for any other local automobile transportation (i.e., 200-mile radius) expenses such as car rentals, taxis, Uber, or Lyft.

2. Conferences and Meetings: Subject to consultation and approval of the BOE, 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 should obtain BOE approval for conferences and meetings which will require the expenditure of District funds. The Superintendent shall file itemized expense statements to be processed and approved as provided by law and in accordance with District procurement procedures and guidelines applicable to all employees. The Superintendent shall periodically report to the BOE relative to all meetings and conferences attended.

3. Civic Engagement and Involvement: The BOE expects and encourages the Superintendent to be involved in the community and with community and civic organizations. Accordingly, subject to consultation and approval of the BOE, 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 law and in accordance with District procurement procedures and guidelines applicable to all employees.

4. 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.

J. Relocation and Housing Support

The Superintendent agrees that she will move her physical residence to within the boundaries of the City of St. Louis within six (6) months of the effective date of this Contract. The District shall provide a one-time relocation allowance of Twenty-Five Thousand Dollars (\$25,000) for relocation, temporary housing, moving expenses, and related transition costs. To the extent that the Superintendent needs additional time to complete the move of her physical residence due to unforeseen circumstances, the BOE agrees to reasonably extend this time frame upon written request of the Superintendent.

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 Section 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.

C. 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 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, the BOE may, by a simple majority, 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 lawful directions of the BOE; (2) fraudulent or intentionally misleading/dishonest actions or material misrepresentations in any 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 District funds or property; (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. If the Board becomes aware of any actions or inactions by the Superintendent that could form the basis of a decision to terminate the contract "For Cause," the Board should, as soon as reasonably possible, notify the Superintendent in writing of the actions or inactions by the Superintendent that could form the basis of potential termination "For Cause" and to the extent possible, in the Board's sole discretion, provide the Superintendent with an opportunity to cure the issue.

B. Notice of Termination For Cause: In the event the BOE (or its successors) proposes to discharge Superintendent for Cause, it shall notify the Superintendent, in writing, of the proposed action ("Termination Notice"). The Superintendent shall then be placed on administrative leave either with or without pay as of the date of the Termination Notices, provided that if the BOE 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. Further, the Superintendent may request, and the Board shall consider in its sole discretion reimbursement of any legal fees incurred by Superintendent as a result of the hearing process if the Board does not vote to terminate the Superintendent. If the Superintendent is placed on administrative leave without pay following the Termination Notice, and the BOE votes to terminate the Contract after a Hearing, the Superintendent will not receive compensation for the period between the Termination Notice and the Hearing.

C. Right to Hearing: 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 action of her desire to contest her termination. 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 within a reasonable amount of time not to exceed sixty (60) days.

D. 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 vote of the BOE. 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.

E. 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 an amount equal to the remaining annual base salary and healthcare benefits (the "Severance") that Superintendent would have received if this Contract had not been terminated "Without Cause." As a condition precedent to receiving the Severance set forth in this paragraph, Superintendent shall execute a standard Release Agreement which will be provided by the BOE's legal counsel releasing the BOE from any and all claims related to Superintendent's employment with the District. The Severance shall be paid in equal monthly installments which coincide with the remaining months left on the Contract at the time of the "Without Cause" termination. These payments will be made subject to standard withholdings and applicable deductions. In the event that the BOE discharges the Superintendent Without Cause, all other 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.

Nothing in this paragraph is intended to alter or change any statutorily acquired permanent employee (tenure) rights employee may have accrued in the course of her employment with the District.

F. 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. CONFIDENTIALITY AND PUBLIC STATEMENTS

The BOE and Superintendent recognize the importance of maintaining professional and respectful communications.

Nothing in this section shall prohibit lawful whistleblower activity, compliance with the Missouri Sunshine Law, or legally protected disclosures.

11. 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.

F. Amendment: This Contract may only be amended by a written agreement approved by the BOE and signed by the parties.

G. Open Records Compliance: The parties acknowledge that portions of this Contract and records relating to this Contract may constitute public records subject to disclosure pursuant to the Missouri Sunshine Law.

H. Waiver: Failure of either party to enforce any provision of this Contract shall not constitute a waiver of that provision or any other provision of this Contract.

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12. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

By: Karen Colleen Adams President, Board of Education

Date: June 29, 2026

ATTEST:

SUPERINTENDENT

Myra Berry

Dr. Myra Berry

Date: June 29, 2026