

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **January 17, 2005**



Charter Communications, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

000-27927

(Commission File Number)

43-1857213

(I.R.S. Employer Identification Number)

12405 Powerscourt Drive

St. Louis, Missouri 63131

(Address of principal executive offices including zip code)

(314) 965-0555

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

ITEM 1.01. Entry into a Material Definitive Agreement

Charter Communications, Inc. ("Charter") has entered into an agreement setting forth the terms under which Mr. Robert P. May will serve as Interim President and Chief Executive Officer of Charter. See Item 5.02 below for additional information.

ITEM 1.02. Termination of a Material Definitive Agreement

The Employment Agreement between Charter and Carl Vogel has been terminated effective January 17, 2005, except that Charter currently expects that certain provisions thereof may be incorporated into a new agreement currently under discussion between Charter and Mr. Vogel setting forth the terms of Mr. Vogel's separation from Charter. See Item 5.02 below for additional information.

ITEM 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Effective on January 17, 2005, Charter's Board of Directors unanimously appointed Robert P. May as Interim President and Chief Executive Officer. Additionally, Mr. May was appointed to the Executive Committee of Charter's Board and will continue serve on the Board's Strategic Planning Committee. He will also become an officer and director of Charter's subsidiaries for which Mr. Vogel was a director and officer. Also on January 17, 2005, Charter's Board of Directors formed an Executive Search Committee to oversee Charter's nationwide search for a permanent President and Chief Executive Officer.

Effective on January 17, 2005, Carl E. Vogel resigned his position as President, Chief Executive Officer and a member of the Board of Directors of Charter Communications, Inc. ("Charter") and each of Charter's subsidiaries for which Mr. Vogel served as a director and officer.

Mr. May, 55, was elected to Charter's Board of Directors in October 2004. Mr. May has served on the Board of Directors of HealthSouth Corporation, a national provider of healthcare services since October 2002, and has been its Chairman since July 2004. Mr. May also served as HealthSouth Corporation's Interim Chief Executive Officer from March 2003 until May of 2004, and as Interim President of its Outpatient and Diagnostic Division from August 2003 to January 2004. From March 2001 until March 2003, Mr. May was a principal of RPM Systems, a strategic and private investing consulting firm. From March 1999 to March

2001, Mr. May served on the Board of Directors and was Chief Executive Officer of PNV Inc., a national telecommunications company. PNV Inc. filed for bankruptcy in December 2000. Prior to his employment at PNV Inc., Mr. May was Chief Operating Officer and a member of the Board of Directors of Cablevision Systems Corporation from October 1996 to February 1998, and from 1973 to 1993 he held several senior executive positions with Federal Express Corporation, including President, Business Logistics Services. Mr. May was educated at Curry College and Boston College and attended Harvard Business School's Program for Management Development.

Charter and Mr. May entered into an agreement effective January 17, 2005 whereby Mr. May will serve as Charter's Interim President and Chief Executive Officer (the "Executive Services Agreement"), attached as Exhibit 99.1. Under the Executive Services Agreement, Mr. May will receive a \$1,250,000 base fee per year. If Mr. May becomes Charter's permanent President and Chief Executive Officer or is terminated without cause, Mr. May will be eligible to receive a one-time discretionary bonus up to 100% of the actual base fee paid to him for his interim service under the agreement, based on individual and company performance. Mr. May will continue to receive the compensation and reimbursement of expenses to which he is entitled in his capacity as a member of the Board of Directors. Mr. May may terminate the Executive Services Agreement on thirty (30) days notice. Charter may terminate such agreement upon three (3) months notice, and Charter may elect at its discretion to pay Mr. May the base rate for such period in lieu of all or part of the notice. Subject to the approval of the Board's Stock Option Committee, Mr. May will be granted options to purchase shares of Charter Class A common stock and/or receive a grant of restricted stock pursuant to the Charter Communications, Inc. 2001 Stock Incentive Plan, the number and terms of which will be determined as soon as practicable. Mr. May will serve as an independent contractor and will not be entitled to any vacation or be eligible to participate in any employee benefit programs of Charter. Charter will reimburse Mr. May for reasonable transportation costs from Mr. May's residence in Florida or other locations to Charter's offices and will provide temporary living quarters or reimburse expenses related thereto.

In connection with Mr. Vogel's resignation, Charter and Mr. Vogel are currently discussing the terms of a Separation Agreement and Charter will make all necessary disclosures with respect to any such agreement upon the conclusion of such discussions.

A press release announcing these changes is attached hereto as Exhibit 99.2.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

The following exhibits are filed pursuant to Item 5.02:

<u>Exhibit Number</u>	<u>Description</u>
99.1	Executive Services Agreement dated as of January 17, 2005.*
99.2	Press release dated as of January 18, 2005.*

* furnished herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Charter Communications, Inc. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.,
Registrant

Dated: January 21, 2005

By: /s/ Patricia M. Carroll
Name: Patricia M. Carroll
Title: Vice President and
Senior Counsel

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
99.1	Executive Services Agreement dated as of January 17, 2005.*
99.2	Press release dated as of January 18, 2005.*

* furnished herewith



January 17, 2005

Mr. Robert P. May
135 Gulfstream Road
Palm Beach Florida 33480

Dear Bob:

I am very pleased to confirm our offer for you to join Charter Communications, Inc. ("Charter" or the "Company") as its Interim President and Chief Executive Officer. You will continue to serve as a member of the Board of Directors of Charter (the "Board"). As Interim President and Chief Executive Officer, you will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of this position, including serving as a director and/or officer of affiliates and/or portfolio companies. In addition, you will have such other executive and managerial powers and duties as may reasonably be assigned to you by the Board, commensurate with your serving as Interim President and Chief Executive Officer. You are engaged by the Company to exercise your own independent and professional judgment in performing the services pursuant to this letter agreement, and you will determine the manner, means, details and methods used in performing the services. You will report directly to the Board and will spend sufficient time at the Company's offices in Denver, Colorado and St. Louis, Missouri, as well as such other locations, as the Board deems necessary to discharge your responsibilities hereunder. Notwithstanding the foregoing, the Company acknowledges that you currently intend to reside in Florida and agrees that you will not be required to relocate to Denver, Colorado or St. Louis, Missouri.

You will serve as an independent contractor and not as an employee of the Company, and will be treated as an independent contractor for all purposes, including (i) Federal, state, and local income and employment taxes, (ii) benefits and (iii) insurance, including without limitation, workers' compensation insurance. You will indemnify, hold harmless and defend the Company and its directors, officers, employees, and agents ("Indemnified Parties"), to the fullest extent lawful, from and against any liability, loss, damage, demand, claim, cost, judgment, award, assessment, interest, penalty or expense (including, without limitation, reasonable attorney's fees), promptly as incurred by the Indemnified Parties, directly or indirectly resulting from, based upon, arising out of, or related to income tax and other withholdings, deductions and payments, required by federal, state or local laws or otherwise authorized from, based upon or required by reason of payments made to you in connection with this letter agreement.

The term of your service as Interim President and Chief Executive Officer will begin on January 17, 2005 and will continue until termination by either you or Charter for any reason. Except as provided herein, Charter may terminate your service as Interim President and Chief Executive Officer upon three months' written notice, and the Company may in its sole discretion pay money at your base fee rate in lieu of all or part of the notice. Your service as Interim President and Chief Executive Officer will terminate without notice hereunder automatically when and if you become Charter's permanent President and Chief Executive Officer. You may terminate your service as Interim President and Chief Executive Officer upon thirty days' written notice, and the Company may in its sole discretion reduce this notice period. Charter may terminate your service as Interim President and Chief Executive Officer for Cause (as defined below) at any time with or without notice.

You will be paid a base fee at the rate of \$1,250,000 per year, paid in bi-weekly installments, for your service as Interim President and Chief Executive Officer.

In the event your service is terminated by Charter other than for Cause, or because you become Charter's permanent President and Chief Executive Officer, you will also be eligible for a one-time discretionary bonus of up to 100% of the actual base fee paid to you as Interim President and Chief Executive Officer (excluding any amount paid to you in lieu of notice). Whether to pay a bonus and the amount of the bonus will be determined in the sole discretion of the Board, considering performance goals relative to your areas of responsibility and on overall Company performance. This bonus will be payable following termination of your service. You will not be entitled to any base fee in lieu of notice or any bonus if you terminate your service or if your service is terminated by Charter for Cause.

You will not be eligible to participate in any employee benefit programs of Charter and you will not be eligible for any vacation benefits. You will, however, continue to receive all benefits and compensation afforded you as a director of the Company.

Subject to the approval of the Board's Stock Option Committee, you will be granted an option and/or restricted stock pursuant to the Charter Communications, Inc. 2001 Stock Incentive Plan. The terms of the option and/or restricted stock, including the number

of shares, the exercise price and the vesting schedule will be determined as soon as reasonably practicable following your commencement of service.

Charter shall reimburse you for all appropriate business expenses in accordance with the terms of Charter's policies and procedures in effect from time to time. In addition, Charter shall reimburse you for reasonable transportation cost from your residence in Florida or other locations to Charter's offices in Denver, Colorado and St. Louis, Missouri as well as other locations, and shall provide you with temporary living quarters or reimburse temporary living expenses in or about the location of the Company's offices. In the event that the Company determines that you are subject to federal, state or local tax on all or any portion of the Company's reimbursement of such expenses, the Company will pay you an additional gross up amount equal to the federal, state or local taxes you are required to pay with respect to such reimbursement, including the effect of the Company's reimbursement of such taxes.

For purposes of this agreement, "Cause" will mean (i) your conviction of or guilty or *nolo contendere* plea to any felony offense or a misdemeanor that involves dishonesty or moral turpitude or that adversely affects the Company in any material respect; (ii) your refusal to comply with the lawful directives of the Board within a period of time which is reasonably sufficient under the circumstances but in no event longer than ten (10) days after written notice of such directive from the General Counsel on behalf of the Board; (iii) conduct on your part in the course of your service which constitutes gross negligence, willful misconduct or recklessness, which conduct is not cured within a period of time which is reasonably sufficient under the circumstances but in no event longer than ten (10) days after written notice thereof from the General Counsel on behalf of the Board; (iv) your breach of any fiduciary duty to the Company; (v) your possession or use of illegal drugs or excessive use of alcohol on Company premises, at a work related function, or otherwise in connection with your employment; "excessive use" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication; (vi) your material violation of any of the Company's Code of Conduct or employment policies; (vii) your material violation of any federal, state or local laws that will result in a direct or indirect financial loss to the Company or damage the reputation of the Company, or (ix) your material breach or violation of any agreement with the Company including without limitation this letter agreement.

You will not disclose, and will not permit or suffer the disclosure of, any confidential knowledge or confidential information with respect to the Company or any of its affiliates, or of any member, shareholder, director or officer of any of the foregoing, including without limitation with respect to operations or finances, other than in the regular course of business of Charter for Charter's benefit or as required by law; provided, however, that you have no obligation, express or implied, to refrain from using or disclosing to others any such knowledge or information which is or hereafter will become available to the public otherwise than by disclosure by you in breach of this letter agreement. You acknowledge that upon separation from service with Charter, for any reason, you will continue to honor these limitations on disclosure and will return any material containing confidential information and refrain from disclosing any such information. You will not directly or indirectly disparage or otherwise make adverse references to Charter or any of its affiliates, or of any member, shareholder, director or officer of any of the foregoing, at any time during or after your service with Charter; provided, however, this provision shall not apply to any government investigation or any testimony you give under oath in any proceeding.

The Company shall pay reasonable legal fees incurred by you in connection with the documentation of this letter agreement.

This letter agreement is complete and embraces the entire understanding of and between the parties, and may not be modified or waived in whole or in part except in writing signed by each of the parties. This letter agreement will be construed and enforced in accordance with the laws of the State of Delaware without regard to its conflicts of law rules.

I trust this letter confirms your understanding of our offer. We are excited about Charter's future and about the contribution you will make in your new capacity.

Very truly yours,

/s/ Paul G. Allen

CC: Members of the Board

Agreed and accepted on this 17 day of January, 2005

By: /s/ Robert P. May
Robert P. May

**CHARTER COMMUNICATIONS BOARD OF DIRECTORS APPOINTS
ROBERT MAY INTERIM PRESIDENT AND CEO**

**Carl Vogel Resigns
Board Initiates Search for Permanent President and CEO**

St. Louis (January 18, 2005) - Charter Communications, Inc. ("Charter") (NASDAQ:CHTR) today announced that its Board of Directors has unanimously voted to appoint Robert P. May, currently a director of Charter and Chairman of the Board of HealthSouth Corporation, as the Company's Interim President and Chief Executive Officer, effective immediately.

Mr. May's appointment followed Carl Vogel's resignation as President, Chief Executive Officer and a director of the Company. This agreement was reached mutually by Mr. Vogel and the Board. Mr. Vogel's employment contract with Charter was due to expire at the end of 2005. Mr. Vogel has agreed to be available to assist the Company over the next month to help ensure an orderly transition. The Board noted its appreciation for Mr. Vogel's contributions and commitment to the Company.

The Board has formed a search committee and will be selecting an executive search firm to help identify qualified candidates to lead the Company on a permanent basis.

"Charter's goal is to be the premier provider of in-home entertainment and communications in every market we serve," said Paul G. Allen, Chairman of Charter's Board of Directors. "We are pleased that Bob May will share his knowledge and experience as our Interim President and CEO, and lead Charter through this period of change. As a director, Bob is already familiar with Charter's business and has an appreciation of our Company's strengths and its dedicated employees. His appointment provides leadership and stability, while the management team and Board work to implement a comprehensive operations improvement program that will better position the Company for growth."

Lance Conn, a Charter director and member of the Board's Strategic Planning Committee, said, "Bob comes to Charter with a wealth of operating expertise earned over the past 30 years. His experience managing change initiatives at FedEx, Cablevision and HealthSouth gives him immediate insight into the operational improvements we need to make at Charter. He has a solid track record of helping companies successfully take advantage of new opportunities while addressing current challenges. We firmly believe that under Bob's leadership and the Board's continued guidance, we will accelerate our progress and be more consistent in meeting the expectations of both our shareholders and our customers."

Mr. May said, "I am honored that the Board has selected me to lead Charter on an interim basis, and I am excited about Charter's significant strengths and future potential. Working with the Charter team, I am committed to instilling a renewed focus on operational excellence and superior customer service throughout the Company in order to stimulate growth and deliver value to our shareholders."

In September 2004, the Charter Board of Directors established a Strategic Planning Committee to work closely with management to systematically review Charter's operations and identify areas of sustainable improvements. As a result of this initiative, the Company has developed a plan to bolster its operating and financial performance and to position the business for long-term success. The Company's operational plan identifies as near-term priorities the need to:

- Generate significant improvements in the overall customer experience in such critical areas as service delivery, customer care, and new product offerings;
- Develop more sophisticated customer management capabilities through investment in the Company's customer care and marketing infrastructure, improved segment-level marketing, and rigorous "test and learn" processes;
- Focus on the execution of smart growth strategies for new services, including digital simulcast, video on demand (VOD), Internet telephony, and personal video recording (PVR);
- Move aggressively to fill critical personnel positions; and
- Review the Company's overall organizational, incentive and compensation structure to ensure it is consistent with and rewards excellent customer service.

"We understand the challenges that lay ahead, and we are committed to successfully addressing them. To do this, in what we all recognize is a very competitive environment, we need superb execution across our operations and to offer a compelling value proposition," continued Mr. May. "There's significant value embedded in Charter that can be - and will be - used for future growth and for the benefit of our customers and shareholders."

Mr. May, 55, has been a director of Charter's Board and a member of its Strategic Planning Committee since 2004. He has served in various senior management and executive positions over the past 30 years. At Cablevision Systems, Corp., where he was Chief Operating Officer and a director from 1996 to 1998, Mr. May was part of the executive team that helped transition the Company through new operating strategies and the use of new technologies. From 1973 to 1993, Mr. May held several senior executive and operational positions at Federal Express Corporation, where he was most recently President, Business Logistics. Mr. May currently serves as Chairman of the Board of HealthSouth Corporation, a national provider of healthcare services, and has been a member of the Company's Board since October 2002. He served as HealthSouth's Interim Chief Executive Officer from March 2003 until May of 2004, and as Interim President of its Outpatient and Diagnostic Division from August 2003 to January 2004.

Charter To Host Conference Call

Charter will host a conference call today, January 18, 2005 at 10:30 AM ET to discuss today's announcement.

The conference call will be webcast live via the Company's website at www.charter.com. The webcast can be accessed by clicking on "About Us, Investor and News Center" on the top right of the home page. The call will be archived in the "Investor and News Center" in the "Presentation/Webcast" section on the left beginning two hours after completion of the call. Participants should go to the call link no later than 10 minutes prior to the start time to register.

Those participating via telephone should dial (888) 796-2701 no later than 10 minutes prior to the call. International participants should dial (706) 634-2288.

A replay of the call will be available at (800) 642-1687 or (706) 645-9291 beginning two hours after the completion of the call through midnight January 25, 2005. The passcode for the replay is 3470386.

About Charter Communications

Charter Communications, Inc., a broadband communications company, provides a full range of advanced broadband services to the home, including cable television on an advanced digital video programming platform via Charter Digital(TM) and Charter High-Speed(TM) Internet service. Charter also provides business-to-business video, data and Internet protocol (IP) solutions through Charter Business(TM). Advertising sales and production services are sold under the Charter Media(R) brand. More information about Charter can be found at www.charter.com.

Safe Harbor Statement

Any statements in this release that are not historical facts are forward-looking statements. The words "plan", "believe", "expect", "anticipate", "estimate" and other expressions that indicate future events and trends identify forward-looking statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or those anticipated. Factors that could have a material and adverse impact on actual results are identified in the reports and documents Charter files from time to time with the U.S. Securities and Exchange Commission. Charter undertakes no obligation to publicly release the results of any revisions to these forward-looking statements that may be made during this release to reflect events or circumstances after today or to reflect the occurrence of unanticipated events.

Contacts:

Dave Andersen, 314-543-2213 or Mary Jo Moehle, 314-543-2397, both of Charter Communications, Inc.

Or

Andy Brimmer or Barrett Golden of Joele Frank, Wilkinson Brimmer Katcher, 212-355-4449

