

**EMPLOYMENT AGREEMENT:**  
**CHANCELLOR OF DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

This Employment Agreement is entered into this **3<sup>rd</sup>** day of **December, 2018**, by and between Mayor Muriel Bowser and (the “Mayor”), on behalf of the District of Columbia (hereinafter, “District”), and Dr. Lewis D. Ferebee (hereinafter, “Chancellor”), according to the terms and conditions set forth below.

**1. Authority**

The Mayor has the authority to enter into this Employment Agreement pursuant to section 2(a) of the Confirmation Act of 1978 (D.C. Law 2-142; D.C. Official Code §1-523.01(a) (2016 Repl. and 2017 Supp.), and in accordance with section 105 of the Public Education Reform Amendment Act of 2007, (D.C. Law 17-9; D.C. Official Code § 38-174 (2012 Repl. and 2017 Supp.)). The parties further understand that the Chancellor will serve in an Acting capacity consistent with the terms of this agreement until the District of Columbia Council confirms or rejects his nomination. This is an Executive Service position and the Chancellor will serve at the pleasure of the Mayor, subject to the Termination section of this Agreement.

**2. Term**

This Agreement will begin on **January 31, 2019** and the District agrees to employ the Chancellor for a term of two (2) years from the date of appointment as Acting Chancellor, until **January 31, 2021**. The parties shall meet and confer for the purpose of discussing any renewal of this Employment Agreement, and the initial “meet and confer” meeting shall take place on or before sixty (60) days prior to the expiration of this Agreement.

**3. Duties and Responsibilities**

(a) As Chancellor, Dr. Ferebee’s duties and responsibilities shall include, to the extent not limited by law or regulation:

1. Having charge of the administration of the District of Columbia Public Schools (DCPS), to articulate a long-term plan for DCPS’ future and to ensure continuous growth and success for DCPS schools and students. This will include implementation of current reforms and systematic changes, modifying current reforms and systematic changes, and instituting additional reforms and systematic changes, such as curriculum and program offerings, as the Chancellor finds necessary or expedient, in order to effect continued positive changes in DCPS such as growing enrollment, improving graduation rates, improving test scores, closing achievement gaps, and preparing students for college and careers;

2. Recruiting, listening to, and retaining excellent teachers, principals and other leaders and staff; selecting, directing, assigning, and transferring teachers, principals, and other employees under his supervision to achieve the goals of DCPS, including equity goals;
3. Organizing, reorganizing, and arranging administrative and supervisory staff, including instruction and business affairs, as best serves the DCPS;
4. Developing and implementing policy deemed necessary for the DCPS;
5. Interpreting and ensuring adherence to laws, policies, regulations, rules, and procedures;
6. In association with the Office of the Chief Financial Officer where required by law or regulation, directing the financial planning of DCPS, including the preparation of an annual budget, which budget shall be subject to modification by, and the approval of, the City Administrator;
7. Acting as the liaison between DCPS and the community, philanthropists seeking to support DCPS, the business community, local colleges and universities, Congressional leaders and federal executive branch officials; and any administrative structures as may be established by the Mayor and Deputy Mayor for Education to promote coordination and cooperation with the charter school sector;
8. Directing a program to create and maintain a cooperative relationship between the schools and the community, and between administrators and teachers; and engaging students and parents in DCPS to create a positive school climate for all, one that emphasizes social and emotional learning and the whole child approach to education, ensuring that all students have access to a well-rounded curriculum at all levels;
9. Staying abreast of critical issues in curricula and pedagogy for all educational levels and conducting and relying upon research to learn what is working and what is not; and being transparent about both successes and failures, in DCPS and in other jurisdictions; and
10. Maintaining an unquestioned commitment to ethical behavior in office; having a strong accountability system for staff, and being willing to have difficult, honest conversations in order to strengthen trust with the community.

- (b) Specific performance goals shall be mutually agreed upon by the Chancellor and the Deputy Mayor for Education and reduced to writing within sixty (60) days of appointment.

#### **4. Compensation**

The Chancellor shall be paid in accordance with the following terms, as memorialized or modified by any subsequently enacted statute:

- (a) **Base Salary.** The Chancellor's base salary shall be a base salary of \$280,000 per year, payable bimonthly in accordance with the standard policies and procedures of the District governing payment of Executive Service employees.
- (b) **Signing Bonus.** The Chancellor shall receive a 5% signing bonus of \$14,000 payable within thirty (30) days of Council confirmation and approval of the salary provisions herein.
- (c) **Moving Expenses.** The Chancellor may be reimbursed for reasonable moving expenses of up to \$25,000. Reasonableness shall be determined by the Chancellor presenting three quotations for such expenses.
- (d) **Temporary Housing Allowance.** While conducting a search for permanent housing, the Chancellor may receive a housing allowance of up to \$10,500, which shall be expended, if it is expended, within 90 days. Only actual, documented expenses for temporary lodging may be reimbursed under this provision.
- (e) **Performance Bonuses.** Upon the achievement of mutually agreed upon goals, as specified in Section 3(b), the Chancellor is eligible for a bonus of up to 10% of salary (\$28,000) based on achievements in the 2019-2020 school year. Consistent with section 1902 of the Comprehensive Merit Personnel Act of 1978 (CMPA) (D.C. Law 2-139; D.C. Code §1-619.02), the Mayor shall set forth to the Council the reasons why the specific award is justified within 30 days of its execution.
- (f) **Withholding from Base Compensation.** The Chancellor hereby agrees that the District may deduct and withhold from base compensation payable to him all Social Security and payroll taxes, pension deductions, and such other withholding as shall be required by any statute, regulation, or ordinance heretofore or hereafter enacted.
- (g) **Additional Retirement Contributions.** DCPS shall make a annual contribution for each calendar year (or portion of such year to a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The contribution under this section will equal the maximum applicable 403(b) limit under the Code for a given calendar year.

The contribution shall be treated as non-discretionary employer contribution. The 403(b) plan shall be established and administered pursuant to a written plan document that meets applicable requirements of the Code. The Chancellor shall be entitled to investment of the 403(b) plan funds in accordance with the terms of the plan and shall at all times be 100% vested in his accounts under the plan.

## 5. **Benefits**

**(a) Leave.** In addition to all paid holidays granted to other employees of DCPS, the Chancellor shall be entitled to two-hundred eight (208) hours (that is, twenty six days) of Universal Leave annually. The Chancellor may carry over not more than forty (40) hours (that is, five days) of unused Universal Leave for use in succeeding years. All other unused Universal Leave shall be forfeited at the end of the leave year. The Chancellor shall be compensated for any unused Universal Leave at the termination of this Agreement to the extent that compensation for Universal Leave upon termination is available to other Executive Service employees pursuant to law and regulation.

**(b) Medical, Dental, Vision, Prescription Drug, Life and Disability Insurance, Retirement, and Other Fringe Benefits.** The Chancellor shall be entitled to receive all health-related, insurance, retirement and other fringe or employee benefits provided to Executive Service employees of the District government, at such costs, if any, as are established pursuant to law, regulation, or policy for Executive Service employees. Upon termination of his employment under this Agreement, Dr. Ferebee shall be entitled to continue such benefits to the extent such continuation is provided by law, regulation, or policy to Executive Service employees.

**(c) Professional Development and Business Expenses.** The Chancellor shall be reimbursed for the reasonable business expenses incurred by him in connection with the performance of his duties as Chancellor during the term of employment upon presentation of an itemized account and written proof of such expenses in accordance with policies adopted by the District, DCPS, and the Office of the Chief Financial Officer from time to time. In addition, when such membership or attendance is in the interest of DCPS, and when approved in accord with District, DCPS, and the Office of the Chief Financial Officer, the Chancellor may submit requests for reimbursement of dues to professional associations and for travel and related expenses of attending meetings or conferences. To the extent that prior approval for any expenses described in this subsection is required by District law, regulation, or policy, the District's reimbursement of these expenses shall be contingent upon the Chancellor receiving such approval.

**(d) Other benefits.** The District shall provide the Chancellor with an appropriate vehicle and driver for travel within the metropolitan area for DCPS business. The District shall

also provide the Chancellor with an appropriate phone and other technological devices, and shall pay for reasonable data and cell phone usage related to DCPS business.

- (e) Construction with Personnel Regulations.** To the extent not inconsistent with this agreement, the terms and conditions of the Chancellor's employment with the District shall be subject to the regulations and policies applicable to Executive Service employees of the District government. Furthermore, to the extent not consistent with this Agreement, the benefits provided for in this Agreement shall be governed by the policies and procedures applicable to Executive Service employees.
- (f) Representation and Indemnification.** All past practice indicates that the District protects its employees and defends its policies, and so does the Office of Attorney General. The District agrees that it generally provides representation to the Chancellor for actions occurring in the official course of duty, or will provide and pay for outside counsel in the event of a conflict with the District, subject to the Anti-Deficiency Act, should claims be filed against the Chancellor in his personal or official capacity based upon decisions made in his official capacity. The Office of the Attorney General, which is an independent entity, makes final determinations about whether representation occurs and whether any allegedly-negligent conduct fits within the scope of this Agreement to provide representation or indemnification for private counsel, and any limits on the expenses for any private counsel, should that be necessary. As to any damages that may be found to be caused by the Chancellor arising from actions taken in the course of his official duties, the District agrees to pay such damages, provided they arise from negligent, not grossly negligent or criminal, actions, subject to appropriations. This section shall survive termination of the agreement.

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## **6. Extent of Services**

- (a) Entire Working Time.** During the term of this Agreement, the Chancellor shall devote his entire working time to the diligent and faithful performance of the duties and responsibilities of this Agreement. It is understood that as Chancellor, he shall generally be available both during duty and off-duty hours. He shall not be engaged in any other business or employment pursuits that are inconsistent with this "entire working time" provision, or with District laws and regulations, whether or not for pecuniary gain. Specifically, as specified in the District Personnel Manual § 1807, the Chancellor shall not give paid speeches, or teach, or write for pay, or receive honoraria for such speeches, classes, articles on matters related to the official's duties, the responsibilities and operations of DCPS, or information received in his employment with the District.
- (b) Domicile.** If confirmed in his appointment as Chancellor, Dr. Ferebee must establish a bona fide domicile in the District of Columbia within 180 days and maintain such

domicile for the length of his employment. Failure to establish such a domicile under District law precludes his continued employment and would constitute a termination for cause.

**(c) Employment Eligibility Verification.** Dr. Ferebee shall provide a completed Form I-9 as required by the Immigration Reform and Control Act of 1986. He shall affirm his consent to the Code of Conduct and undergo and cooperate with such other security and other verifications as are required by District law, regulation and procedure.

**(d) Childrens' schools.** The Chancellor agrees that any of his children enrolled in District of Columbia public schools, including charter schools, will enroll only in schools assigned by right to his neighborhood of residence, or through the MySchool DC lottery or established application processes for any specialized, selective school, without any preferential placements. Chancellor further understands and agrees that his children are ineligible for out-of-boundary discretionary transfers.

## **7. Termination**

This agreement shall terminate prior to the expiration of the Term upon the occurrence of any one of the following events:

**(a) Death.** In such a case, the Chancellor's executors, legal representatives, administrators, heirs or assigns shall receive the life insurance benefits payable to members of the Executive Service, as set forth in DPM § 1011.1, not to exceed twice the rate of the employee's basic pay, in addition to the life insurance coverage provided in Chapter 22 of the DPM. They shall further receive any salary, reimbursements, or other payments then due and owing. Nothing in this provision shall be deemed to waive any protection provided to the Chancellor by any worker's compensation statute or other law requiring provision of a safe work place.

**(b) Termination by Mayor.** The Mayor may unilaterally terminate this Agreement at any time and for any reason by giving the Chancellor a written notice of unilateral termination. If the Chancellor's employment is terminated without cause, he shall be entitled to three (3) months of administrative leave and three (3) months of severance pay for a total of six (6) months (26 weeks) of salary, plus any accrued leave. If the Chancellor's employment is terminated for cause, he shall not be entitled to severance, and only such administrative leave as is necessary under District personnel rules. A termination would be "for cause" if an employee is indicted for or convicted of any criminal offense, commits on duty conduct that he reasonably knows is a violation of law or regulation; uses public office for private gain or other removable offenses as set forth in Chapter 16 of the District Personnel Manual.

**(c) Termination by the Chancellor.** The Chancellor may at his option unilaterally terminate this Agreement by giving the Mayor written notification of unilateral termination. In the event of such termination for good cause, the Chancellor shall be paid three (3) months of administrative leave and three (3) months of severance for a total of six (6) months of salary, plus any accrued leave. Good cause may arise from a substantial change in the duties and responsibilities of the Chancellor. In the absence of good cause, early termination by the Chancellor shall result in no administrative leave or severance payment, but he shall be paid for salary, accrued leave as set forth in 5(a) above, and expenses due and owing.

## **8. Miscellaneous.**

**(a) Governing Law.** This Agreement shall be governed by and interpreted under the laws of the District of Columbia.

**(b) Notices.** Any and all notices and other communications required or permitted under this Employment Agreement or necessary or convenient in connection with this Employment Agreement shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

### **If to the Mayor, to:**

Mayor of the District of Columbia  
1350 Pennsylvania Avenue, N.W., Suite 300  
Washington, DC 20004  
Attn: Chief of Staff

### **With Copies to:**

City Administrator  
Government of the District of Columbia  
1350 Pennsylvania Avenue, N.W.  
Washington, DC 20004

District of Columbia Public Schools  
1200 1st Street, N.E., 12<sup>th</sup> Floor  
Washington, DC 20002

**If to the Chancellor, to:**

Dr. Lewis D. Ferebee  
5611 N. Delaware Street  
Indianapolis, IN 46220

**With a copy to:**

District of Columbia Public Schools  
1200 1st Street, N.E., 12<sup>th</sup> Floor  
Washington, DC 20002

**(c) Contents of Agreement, Amendments.** This Agreement sets forth the entire understanding between the parties to the Agreement with respect to the subject matter of the Agreement and cannot be changed, modified, extended, or terminated except upon its own terms or upon written amendment approved by the District and the Chancellor.

**(d) Assignment.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties to this Agreement, except that the duties and responsibilities of the Chancellor are of a personal nature.

**(e) Severability.** If any part of this Agreement or any addenda or amendments to it are held by a court of competent jurisdiction to be invalid, void, or voidable for any reason, that portion shall be severed from the remainder of the Agreement. This Agreement shall be interpreted as if such invalid term or covenant were not contained herein, and such term or covenant shall not void or negate the obligations and rights of any other part of the Agreement. Paragraph captions are for identification only, and are not intended to create any rights or obligations between the parties.

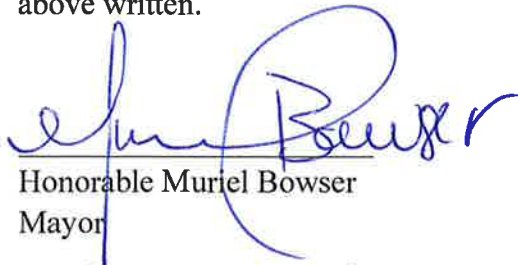
**(f) Contents of Agreement, Amendments.** This Agreement sets forth the entire understanding between the parties to the Agreement with respect to the subject matter of the Agreement and cannot be changed, modified, extended, or terminated except upon its own terms or upon written amendment approved by the District and the Chancellor.

**(g) Counterparts.** This Agreement may be executed in counterparts.

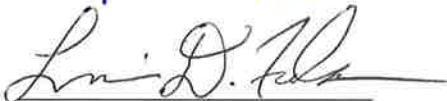
**DISTRICT OF COLUMBIA,**



**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

  
Honorable Muriel Bowser  
Mayor

Date: 12/3/2018

  
Dr. Lewis D. Ferebee


Date: 12/3/2018

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT


This is the First Amendment to the Employment Agreement ("Agreement") entered into on December 3, 2018 by and between Mayor Muriel Bowser, on behalf of the District of Columbia, and Dr. Lewis D. Ferebee.

Pursuant to Section 8(c) and (f) of the Agreement, Section 2 of the Agreement is amended to reflect a term start date beginning on January 21, 2019.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment as of the date shown.

  
Honorable Muriel Bowser  
Mayor

Date: 1/14/2019

  
Dr. Lewis D. Ferebee

Date: 1/8/2019