EMPLOYMENT AGREEMENT BETWEEN
THE CHANCELLOR AND DISTRICT OF COLUMBIA

This Employment Agreement is entered into this 22nd day of June 2012, by and between Mayor Vincent C. Gray (the "Mayor"), on behalf of the District of Columbia (hereinafter "District") and Ms. Kaya Henderson (hereinafter "Chancellor"), according to the terms and conditions set forth below.

PREAMBLE

WHEREAS, Ms. Kaya Henderson was confirmed as Chancellor of the District of Columbia Public Schools on June 21, 2011 (D.C. Res. 19-135), appointed Chancellor in Mayor's Order 2012-8, dated January 20, 2012, and the District wishes to retain the Chancellor for a one-year term beginning July 1, 2012 and ending July 1, 2013; and

WHEREAS the parties wish to enter into a written agreement of employment during such period in order to provide stability and continuity within the District of Columbia Public Schools ("DCPS"), and to set forth the specific goals, duties and rights of the respective parties;

NOW, THEREFORE, the District and the Chancellor for the consideration herein specified, agree as follows:

1. TERM OF EMPLOYMENT

A. The District agrees to employ the Chancellor for a one-year period beginning July 1, 2012, and ending July 1, 2013. The appointment may be extended for an additional year, pending the agreement of the parties and acceptable performance. It is the desire of the parties that a longer and more stable relationship be established between the parties, and the parties therefore agree to discuss appropriate extensions of this Agreement as more fully set forth hereafter. The parties shall meet and confer for the purpose of discussing the terms of renewal of this Employment Agreement, and the initial "meet and confer" meeting shall take place on or before ninety (90) days prior to the expiration of this Agreement.

B. As the appointment of the Chancellor has been made in accordance with the Public Education Reform Amendment Act of 2007, and pursuant to section 2(a) of the Confirmation Act of 1978 (D.C. Law 2-142; D.C. Official Code § 1-523.01(a)), Ms. Henderson shall be Chancellor as of June 21, 2011, and shall serve at the pleasure of the Mayor.

2. DUTIES AND RESPONSIBILITIES

Duties and Responsibilities. Ms. Henderson shall serve DCPS in the capacity of Chancellor and shall report directly to the Mayor of the District of Columbia. As Chancellor, Ms. Henderson's duties and responsibilities shall include, to the extent not limited by law or regulation: having charge of the administration of the DCPS; carrying out the administration and supervision of the DCPS, including continuing to implement current reforms and systemic changes, modifying current reforms and systemic changes, and instituting additional reforms and systemic changes, such as curriculum and program offerings, as the Chancellor finds necessary or expedient, in order to affect continued positive changes in DCPS; directing, assigning and transferring teachers, principals, and other employees under her supervision; organizing, reorganizing and arranging administrative and supervisory staff, including instruction and business affairs, as best serves the DCPS; selecting, assigning and transferring personnel; developing and implementing policy deemed necessary for the DCPS and interpreting policies, regulations, rules and procedures; in association with the Office of the Chief Financial Officer where required by law or regulation, directing the financial planning of the DCPS, including the preparation of the annual budget, which budget shall be subject to modification by, and the approval of, the City Administrator; making administrative changes as the Chancellor deems necessary for the efficient and effective operation of the DCPS; acting as the liaison between the DCPS and the community; directing a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; and staying abreast of educational trends and developments by participating in professional development and professional organizations at the local, state and national levels.

3. COMPENSATION

A. **Compensation.** The Chancellor shall be paid in accordance with the "Chancellor of the District of Columbia Public Schools Salary Adjustment Emergency Approval Act of 2011, Executive Service Compensation System Changes, and Pay Schedule Approval Amendment Act of 2011, any subsequent laws or resolutions, and this Agreement. The Chancellor's base annual salary of $275,000 shall not be decreased during the term of this Agreement or of any renewal thereof.

B. **Salary Increases.** Unless otherwise permitted by law, any salary increase must be approved by the Council, including cost of living increases and bonuses. The Base Annual Salary of the Chancellor will be paid bimonthly in accordance with the standard policies and procedures of the District governing payment of Executive Service employees.

C. **Withholding from Base Compensation.** The Chancellor hereby agrees that the District may deduct and withhold from the base compensation payable to her 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.

4. BENEFITS

A. **Leave.** In addition to all paid holidays granted to other employees of DCPS, Ms. Henderson shall be entitled to twenty six (26) days of Universal Leave annually. Ms. Henderson may carry over the Leave she accumulated as Acting Chancellor and Deputy Chancellor. Notwithstanding the prior two (2) sentences, at the end of each leave year, Ms. Henderson may carry over not more than five (5) 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. Ms. Henderson 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 regulations.

B. **Medical, Dental, Vision, Prescription Drug and Life Insurance Benefits.** Ms. Henderson shall be entitled to receive all health-related and insurance 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 her employment under this Agreement, Ms. Henderson shall be entitled to continue such benefits, to the extent such continuation is provided by law, regulation, or policy to Executive Service employees.

C. **Retirement.** Ms. Henderson shall be entitled to receive such retirement benefits as are available to Executive Service employees or to continue to participate in the District of Columbia Teachers' Retirement Plan ("Teachers' Retirement Plan") and to receive any retirement benefits that are available under the Teachers' Retirement Plan, to the extent such continuation of participation and receipt of benefits is authorized under the Teachers' Retirement Plan agreement.

D. **Professional Development and Business Expenses.** Ms. Henderson shall be reimbursed for the reasonable business expenses incurred by her in connection with the performance of her 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, the District shall pay the Chancellor's dues for professional associations and for travel and related expenses of attending the meetings and conferences of such professional associations 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. 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 Ms. Henderson receiving such approval.

E. **Other benefits.** The District shall provide Ms. Henderson with an appropriate vehicle and driver for travel within the District of Columbia Metropolitan Area for DCPS business. The District shall also provide Ms. Henderson with an appropriate phone (and shall pay for reasonable data and cell phone usage related to DCPS business).

F. **Construction with Personnel Regulations.** To the extent not inconsistent with this Agreement, the terms and conditions of Ms. Henderson'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 the agreement shall be governed by the policies and procedures (such as, by way of example only, application for use of Universal Leave and time periods to select a health insurance plan) applicable to Executive Service employees. Ms. Henderson shall be provided such fringe and employee benefits not covered by this Agreement, to the extent such fringe or employee benefits are provided by regulation to other Executive Service employees of the District government.

5. EXTENT OF SERVICES

A. **Entire Working Time.** During the term of this Agreement, Ms. Henderson shall devote her entire working time to the diligent and faithful performance of the duties and responsibilities in this Agreement and shall not be engaged in any other business or employment pursuits that are inconsistent with District laws and regulations, whether or not for pecuniary gain; provided, that Ms. Henderson shall be entitled periodically to give speeches not as part of her duties hereunder and shall be entitled to retain fees or honoraria to the extent authorized by applicable law and regulation.

B. **Domicile.** Pursuant to the District law and policy, each Executive Service employee (except as further described in this section) must be domiciled in, and a bona fide resident of, the District of Columbia on the first day of employment or within one hundred eighty (180) days after the first day of employment, and must maintain such domicile and bona fide residence for the duration of the Executive Service employment. Ms. Henderson agrees to remain a domicile or a bona fide resident of the District.

6. 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 the event that Ms. Henderson dies during the term of employment, the DCPS shall pay to her executors, legal representatives or administrators an amount equal to one twelfth (1/12) of the salary set forth in Section 3 hereof, and thereafter the DCPS shall have no further liability or obligation under the terms of this Agreement to her executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through her; provided, however, that Ms. Henderson's estate or designated beneficiaries shall be entitled to receive: (a) the payments prescribed for such recipients under any death benefit plan which may be in effect for employees of the DCPS in which Ms. Henderson participated and (b) any salary, reimbursements or other payments then due and owing. It is understood and agreed by the parties that nothing in this provision shall be deemed to waive any protection proved to Ms. Henderson by any workers' compensation statute or other law requiring provision of a safe work place.

B. Termination Without Cause by Mayor. The Mayor may unilaterally terminate this Agreement at any time and for any reason by giving the Chancellor written notice of unilateral termination. If Ms. Henderson's employment is terminated for any reason other than (i) criminal conduct, (ii) gross dereliction of duty, or (iii) gross misconduct, the Chancellor shall be entitled to a severance payment of up to 12 weeks of base salary, plus any accrued leave, as well as an additional 12 weeks of administrative leave.

C. Termination by Ms. Henderson. Ms. Henderson may at her option unilaterally terminate this Agreement by giving the Mayor written notice of unilateral termination. In the event of such termination for good cause, Ms. Henderson shall be paid up to twelve (12) weeks of base salary, plus any accrued leave, as well as an additional 12 weeks of administrative leave.

7. INDEMNIFICATION

To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless the Chancellor or her estate in any civil or criminal action or proceeding before any court or administrative agency seeking any type of relief, including compensatory or punitive damages, arising out of any act or omission that occurred while the Chancellor was properly exercising or performing her duties and responsibilities within the scope of her employment, so long as Ms. Henderson acted in good faith, did not act in a way that violates an applicable law, and did not act in an intentionally tortuous manner. The District shall indemnify and save harmless the Chancellor in the amount of any judgment obtained against her in any court or administrative agency or in the amount of any settlement or a claim, in the nature of compensatory or punitive damages; provided, that the Chancellor's act(s) or omission(s) underlying the judgment or settlement occurred while the Chancellor was exercising or performing her duties and responsibilities within the scope of her employment, so long as Ms. Henderson acted in good faith, did not act in a way that violates an applicable law, and did not act in an intentionally tortuous manner. This provision shall survive the termination of the Agreement.

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. Washington, D.C. 20004 Attn: Chief of Staff
With copies to:	City Administrator Government of the District of Columbia 1350 Pennsylvania Avenue, N.W. Washington, D.C. 20004
	District of Columbia Public Schools 1200 1st Street, N.E., 12th Floor Washington, D.C. 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 Ms. Henderson.

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 Ms. Henderson hereunder are of a personal nature and shall not be assignable or delegatable in whole or in part by Ms. Henderson.

E. **Severability.** It is mutually agreed that if any part of this Agreement or any addenda or amendments hereto 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 arising out 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. **Counterparts.** This Agreement may be executed in counterparts.

DISTRICT OF COLUMBIA, ss

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

Vincent C. Gray

Honorable Vincent C. Gray
Mayor

6/22/12
Date

Kaya Henderson

Ms. Kaya Henderson
Chancellor

6/22/12
Date