

**CONTRACT FOR EMPLOYMENT OF PRESIDENT/CHIEF EXECUTIVE OFFICER  
BETWEEN  
THE COMPTON COMMUNITY COLLEGE DISTRICT  
AND  
DR. KEITH CURRY**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 1<sup>st</sup> of July, 2016, by and between the Compton Community College District Governing Board, and Dr. Keith Curry (hereinafter "Dr. Curry").

IT IS HEREBY AGREED AS FOLLOWS:

1. Term of Employment. Dr. Curry is hereby employed for a period of time commencing on July 1, 2017, and ending on June 30, 2021, as President/Chief Executive Officer ("President/CEO") for the Compton Community College District. Dr. Curry is an academic employee as defined in Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). Upon the Governing Board's issuance of a satisfactory evaluation (defined as meets or exceeds all goals) for any fiscal year of this Agreement, the term of this Agreement shall be extended by a period of one (1) year, said extension to be effective on the July 1 following the conclusion of the fiscal year in question, or on issuance of the evaluation, whichever occurs last. On an annual basis, each such extension shall be memorialized by a written amendment to this Agreement.

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Curry shall satisfactorily and with due diligence perform all of the powers and duties of the position of President/CEO, as set forth in the official job description, and shall perform such additional duties as are assigned, under the direction of the Compton Community College District Governing Board, including the Superintendent/President of El Camino Community College District. During the term of this Agreement, Dr. Curry may be transferred or assigned to any duties or positions for which he possesses the minimum qualifications required by law. Dr. Curry shall dedicate any and all necessary time as well as his best efforts to the performance of those duties, and shall not be engaged in any other activity which conflicts with the time and responsibilities of his position with the District. Dr. Curry shall additionally: (a) provide leadership for academic excellence; (b) promote and endeavor to maintain a positive institutional image in the community; (c) establish and maintain sound working relationships with other governmental agencies including, but not limited to, the El Camino Community College District; (d) endeavor to further develop his professional expertise, and (e) perform any other duties as requested by the Governing Board.

4. Salary. Dr. Curry's annual salary for the 2017-2018 fiscal year shall increase by 2 percent to \$224,400. Dr. Curry's annual salary for the 2018-2019 fiscal year shall be increased by

2 percent (i.e. to \$228,888), and shall be further increased by \$12,000 annually to reflect the permanent restructuring into salary of the stipends set forth in Paragraphs 6.1 and 6.2, resulting in an annual salary for the 2018-2019 fiscal year of \$240,888. Dr. Curry's annual salary for the 2019-2020 fiscal year shall increase to \$247,754. Dr. Curry's annual salary for the 2020-2021 fiscal year shall remain at \$247,754.

4.1 The salary shall be paid in 12 equal monthly installments in accordance with the District's usual payroll procedures, with proration for a period of less than a full year of service. The Governing Board reserves the right to increase Dr. Curry's salary from time to time. Any adjustment in salary during the term of this Agreement shall be in the form of a written amendment, and shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

4.2 If an audit of wages or benefits demonstrates that Dr. Curry has been paid, awarded credit or recorded accrued leave time in excess of his contractual entitlement, Dr. Curry consents to such adjustments being made automatically in his subsequent paycheck(s), including but not limited to paychecks and vacation payoffs which may be paid after separation from employment from the District.

5. Professional Schedule and Vacation. Dr. Curry shall be required to render 12 months of full and regular service to the District during each annual period covered by this Agreement, or any successor. Dr. Curry shall accrue 1 day of sick leave for each full month of employment during the term of this Agreement. Dr. Curry shall also accrue 2 days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Governing Board to 12-month management employees. Dr. Curry may accrue vacation days up to a maximum of 44 days. Once Dr. Curry reaches this maximum amount he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Curry shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the President of the Governing Board.

6. Expenses, Allowances, Equipment and Required Memberships. The District shall reimburse Dr. Curry, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and engaging in other activities required of Dr. Curry in the performance of his duties as President/CEO. Dr. Curry shall additionally receive the following equipment and allowances:

6.1 \$500 per month — through June 30, 2018 — for local transportation allowance (to be utilized at Dr. Curry's discretion with no receipts required). Effective July 1, 2018, this allowance shall be eliminated, and shall be restructured and reported as salary for all purposes, as set forth in Paragraph 4.

6.2 \$500 per month — through June 30, 2018 — for District/College related expenses (to be utilized at Dr. Curry's discretion with no receipts required). Effective July 1, 2018, this allowance shall be eliminated, and shall be restructured and reported as salary for all purposes, as set forth in Paragraph 4.

6.3 Off-campus technological support and products, for the purpose of conducting CCCD work in a location other than at the CCCD site, as approved by the President of the Governing Board, including the following: Computer, printer, fax, cell phone, tablet device, and other communication devices approved by the President of the Governing Board. All products will remain the property of the CCCD and be properly inventoried and marked as District property. Dr. Curry, by the nature of his position, is required to be "on call" and, thus, these items are provided primarily for noncompensatory business reasons. Personal use of such items consistent with IRS Notice 2011-72 is authorized.

7. Health and Welfare Benefits. The District shall provide to Dr. Curry and his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental and vision insurance, as are granted to the District's 12-month management employees including any applicable deductibles and contributions that are provided to the District's 12-month management employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Curry, his spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month management employees.

8. Amendment, Termination, or Non-renewal.

8.1 This Agreement may be amended by mutual written agreement between the parties.

8.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411. Not later than December 31 immediately preceding the termination date of this Agreement, the Governing Board, shall either offer to Dr. Curry a new employment contract or advise Dr. Curry in writing of its decision not to renew Dr. Curry's contract. Such renewal or non-renewal shall be a discretionary act of the Governing Board acting with or without cause. If the Governing Board provides such written notice to Dr. Curry, this Agreement will terminate effective at the close of business on the succeeding June 30th. Dr. Curry has retreat rights to a faculty position pursuant to Education Code section 87458 and District Policy. Because Dr. Curry is not a permanent academic employee of the District, he shall have the right to be assigned as a first-year probationary faculty member, upon the expiration or termination of this Agreement provided this Agreement has not been terminated pursuant to Paragraph 8.3.4., below, for any of the causes enumerated in Education Code sections 87660 et. seq. and 87732 et. seq., and provided there is a position available in any discipline for which he possesses minimum qualifications. The procedures set forth in 87660 et. seq. and 87732 et. seq. shall not apply to this Agreement. Failure by the Governing Board to issue a notice of non-renewal shall serve to extend this Agreement for one additional year under the same terms and conditions as are set forth herein.

8.3 This Agreement may be terminated at any time as follows:

8.3.1 By mutual agreement between the District and Dr. Curry;

8.3.2 Following Dr. Curry's resignation or retirement, and upon at least ninety days' written notice to the Governing Board; or

8.3.3 Notwithstanding any other provision of this Agreement, the Governing Board shall have the option to terminate this Agreement, by providing Dr. Curry with a written notice of termination. If the Governing Board elects to terminate this Agreement pursuant to this section, Dr. Curry shall receive an amount equivalent to his then-current salary for the remainder of the Agreement or 18 months, whichever is less, consistent with Government Code sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, Dr. Curry shall continue to receive the health benefit contribution to which he was previously entitled for the remainder of this Agreement, but not to exceed 18 months, or until Dr. Curry finds other employment, whichever occurs first in accordance with Government Code section 53261.

8.3.4 For Dr. Curry's failure or refusal to perform satisfactorily the normal and reasonable duties of the position, or for any of the other causes listed in Education Code section 87732. Before terminating this Agreement under this subsection, the Governing Board, shall provide Dr. Curry with a written statement which includes notice of the proposed termination and a reasonably detailed statement of the reasons for the termination. In lieu of any other hearing, Dr. Curry shall then be entitled to meet with the Governing Board in closed session to state why the Governing Board should not terminate the Agreement. Dr. Curry may, at his own expense, be represented at this meeting by counsel of his choice.

8.3.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243, et seq., in the event Dr. Curry is convicted of a crime constituting "abuse of office," he shall reimburse the District to the fullest extent mandated by Government Code section 53243, et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243, et seq.

## 9. Evaluation.

9.1 By July 15 of each fiscal year, the Governing Board shall adopt written goals and objectives for the President/CEO for the upcoming school year, following consultation with Dr. Curry. In the event the Governing Board does not consult with Dr. Curry or provide the written performance goals and objectives by July 15<sup>th</sup>, Dr. Curry shall notify the Governing Board in writing that performance goals and objectives have not been established.

9.2 The Governing Board shall at least annually evaluate in writing the performance of the President/CEO. This evaluation shall be based upon, but not limited to, the President/CEO's performance of the duties and responsibilities set forth in this Contract or in the applicable job description, along with the President/CEO's performance in connection with the aforementioned goals or objectives. The format and timing of the written evaluation shall be devised by the Governing Board. District rules and regulations concerning the evaluation of other management employees shall not apply to the President/CEO.

10. Sabbatical. Provided the President/CEO receives satisfactory written evaluations for six consecutive college years (commencing with the 2013-14 college year), the President/CEO may take a three-month sabbatical, commencing on or after July 1, 2020, for formal study or independent study or research to pursue mutually agreed upon objectives. If the President/CEO desires to take a sabbatical, he shall present his proposed study or research plan and objectives to the Governing Board for consideration and approval no later than July 1 of the fiscal year in which he intends to take a sabbatical. The sabbatical shall be scheduled by mutual agreement. The

sabbatical shall be categorized as a paid leave of absence, during which the President/CEO shall continue to receive his then-current salary and benefits pursuant to this Agreement. Within 60 days after his return to service, the President/CEO shall prepare and present to the Governing Board a report on his study or research and progress toward attainment of the agreed-upon objectives. The President/CEO hereby agrees to return to employment with the District, following the sabbatical, for a period twice the length of the sabbatical. The Board hereby finds, declares and resolves that the interests of the District will be protected by the preceding sentence, and therefore waives any requirement that the President/CEO furnish a bond.

11. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

12. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

13. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California.

14. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

COMPTON COMMUNITY COLLEGE DISTRICT

Dated: 12/12/17

By:   
Dr. Keith Curry  
President/Chief Executive Officer

Dated: 12/12/17

By:   
Board President  
Compton Community College District  
Board of Trustees