



**CONTRACT OF EMPLOYMENT FOR
CHIEF EXECUTIVE OFFICER**

This Agreement, effective as of July 1, 2013, is entered into by and between the Compton Community College District (the "District") and Keith Curry ("Dr. Curry"), District and Employee collectively, the "Parties".

For good and valuable consideration, the parties agree to the following terms and

1. **Term.** The District wishes to employ Dr. Keith Curry, and Dr. Curry hereby agrees to be employed as the Chief Executive Officer of the District for the period commencing on July 1, 2013, and ending at the close of business on June 30, 2017.
2. **Salary.** The District agrees to compensate Dr. Curry at a rate of Two Hundred Thousand, Three Hundred Twenty Dollars (\$200,320), annualized, to be paid at the same time as other employees of the District are paid. The Special Trustee in his sole and absolute discretion may adjust the salary upward during the term of this Agreement, but the Special Trustee shall not reduce Dr. Curry's salary during the term of this Agreement, except as provided in Section 9 of this Agreement.
3. **Nonrenewal.** Unless the Special Trustee elects to renew this Agreement, Dr. Curry's employment as an administrator with the District shall end on June 30, 2017, and this Agreement, when signed by Dr. Curry, shall constitute Dr. Curry's notice of nonrenewal. Employee shall not be entitled to any further written notice. Dr. Curry shall be entitled to retreat to a faculty position only as required by state law.
4. **Duties.** Dr. Curry shall serve as the Chief Executive Officer of the District responsible for the day-to-day management of the District. In that capacity he shall be responsible directly to the Special Trustee. Dr. Curry shall perform all duties satisfactorily and diligently, and he shall dedicate any and all necessary time as well as his best efforts to the performance of those duties. Dr. Curry shall take direction from the Special Trustee or his/her designee, including the President of El Camino College, with respect to matters involving the management and supervision of the Compton Community College District. Dr. Curry's primary employment shall be the employment covered by this Agreement, and Dr. Curry shall not be engaged in any other activity which conflicts with the time and responsibilities of his position with the District.

5. Other Duties:

Dr. Curry will: (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 maintain and improve professional competence, and (e) any other duties as set forth by the Special Trustee.

6. Performance and Evaluation:

- a. Goals. The Special Trustee shall consult with Dr. Curry to establish Dr. Curry's written performance goals and objectives, and the evaluation of Dr. Curry's performance shall be in the sole and absolute discretion of the Special Trustee. In the event the Special Trustee does not consult with Dr. Curry or provide the written performance goals and objectives by July 15, 2013, Dr. Curry shall notify the Special Trustee in writing that performance goals and objectives have not been established.
- b. Evaluation. The Special Trustee shall provide Dr. Curry with one or more written evaluations on his performance.

7. Benefits.

Dr. Curry shall be entitled to benefits such as health and welfare insurance, holidays, and leaves of absence as presently provided or as may be later provided by law or by District policy.

- a. Vacation. Dr. Curry shall earn paid vacation leave as provided by District policy for unrepresented academic employees.
- b. Illness Leave. Dr. Curry shall be entitled to illness leave in accordance with policies established by the District and as may be required by law. Such policies may change from time to time at the sole and absolute discretion of the District. Dr. Curry shall not be entitled to payment for unused illness leave upon separation from employment.
- c. Local Transportation. Employee shall be paid a local transportation allowance of Three-Hundred Dollars (\$300.00) per month of service.
- d. Expense Account. Employee shall be paid a (\$500.00) per-month expense account for CCCD/Center related expenses. No receipts necessary.

8. Technological Support

Dr. Curry will be provided off-campus technological support and products for the purpose of conducting CCCD work in a location other than at the CCCD site. The technological support and products may include the following: Computer, printer, fax, cell phone, I-Pad, and other communication devices approved by the Special Trustee. All products will remain the property of the CCCD and be properly inventoried and marked as District property.

9. Degrees, Credentials and Certificates.

During the term of this Agreement, Dr. Curry shall obtain or possess all valid and appropriate degrees, credentials and certificates which may be required to serve in the position in the State of California. Dr. Curry shall meet any minimum qualifications established by State law for this position.

10. Indemnity.

The District will provide Dr. Curry with defense and indemnification as generally required by law to public employees.

11. Termination of Agreement.

a. Grounds for Termination. Without limiting the rights of the parties in law, equity or otherwise, this Agreement may be terminated before its expiration by any of the following:

- i. Mutual agreement between the District and Dr. Curry;
- ii. Death of the Employee (Dr. Curry);
- iii. Cause as provided in the Education Code;
- iv. Resignation or retirement of Dr. Curry upon at least ninety (90) days written notice to the Special Trustee; or
- v. Dr. Curry's inability to serve in his position due to physical and/or mental condition, and expiration of illness leave as provided by statute and District policies, and upon written evaluation by a licensed physician and/or licensed psychologist designated by the District indicating the inability of Dr. Curry to serve further in the position; or

b. Government Code Section 53260. It is understood and agreed that this Agreement incorporates Government Code section 53260 by reference, which reads:

“(a) All Agreements of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the Agreement, if the Agreement is terminated, the maximum cash settlement that an employee may receive shall be in an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum case settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18).

(b) The cash settlement formula described in subdivision (a) is a cap or maximum ceiling on the amounts that may be paid by a local agency employer to an employee and shall not be construed as a target or example of the amount of the cash settlement to be paid by a local agency employer to an employee in all Agreement termination cases.”

The incorporation of Government Code section 53260 herein is not intended to modify or supersede the provisions of this Agreement.

c. Duties upon Termination.

Upon termination for any grounds referenced above, Dr. Curry shall not participate or become active or involved in any activities within the geographic jurisdiction of the District, unless expressly authorized by the District, in writing.

12. Overpayment of Wages.

If an audit of wages or benefits demonstrates that Dr. Curry has been paid, awarded credit or recorded accrued leave time in excess of that which is appropriate, 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.

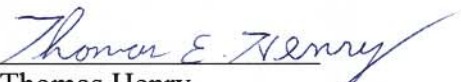
13. Non-Discrimination. Dr. Curry shall certify that in performing work or providing services for the District, pursuant to this Agreement, that there shall be no discrimination in hiring or employment practices because of sex, color, ancestry, national origin, age, religious creed, physical handicap, medical condition or marital status as provided in Labor Code Section 1420.

14. General Terms.

- a. Amendment. This Agreement may be amended or modified only by written agreement between the parties.
- b. Severability. In the event that a court of competent jurisdiction finds that any provision in this Agreement is invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unless to do so would violate the spirit of the Agreement.
- c. Execution. This Agreement may be executed in two counterparts, and the execution of those counterparts shall constitute a complete execution of the Agreement by both parties. The parties further agree that a facsimile transmission or photocopy of a signature shall be as binding as the original.
- d. Superseding Agreement. This Agreement is the final agreement between the parties, and it shall supersede any and all prior or contemporaneous oral or written agreements between the parties for the term of this Agreement as defined in Paragraph 1. This Agreement is not intended to supersede any agreement, addenda or amendments to agreements for time periods prior to the term of this Agreement.
- e. Interpretation. This Agreement has been drafted by both parties, and shall not be interpreted in favor or against either party.
- f. Notice. Any notice required under this Agreement shall be personally delivered or mailed, via certified mail, to the last known address of the other party as reflected in the District's records.
- g. Governing Law. This Agreement shall be governed by the laws of the State of California and legal proceedings, if any, shall be initiated in the County of Los Angeles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

COMPTON COMMUNITY COLLEGE DISTRICT


Thomas Henry
Special Trustee

Dated: April 8, 2013

EMPLOYEE


Keith Curry

Dated: April 8, 2013