



**Baltimore City Community College  
AMENDED AND RESTATED PRESIDENTIAL APPOINTMENT AGREEMENT**

ON AUGUST 7, 2018, DEBRA L. McCURDY, Ph.D., HEREAFTER REFERRED TO AS DR. McCURDY, AND THE BOARD OF THE BALTIMORE CITY COMMUNITY COLLEGE, HEREAFTER REFERRED TO AS THE BOARD, ENTERED INTO A CONTRACT FOR DR. McCURDY TO SERVE AS PRESIDENT OF BALTIMORE CITY COMMUNITY COLLEGE (BCCC) WITH SUCH APPOINTMENT TO BE EFFECTIVE JANUARY 14, 2019. BY MUTUAL AGREEMENT OF THE BOARD AND DR. McCURDY THE EFFECTIVE DATE OF HER SERVICE WAS ALTERED. DR. McCURDY AND THE BOARD HEREBY AGREE TO THE FOLLOWING AMENDMENT AND RESTATED PRESIDENTIAL APPOINTMENT AGREEMENT, HEREAFTER THE CONTRACT.

In consideration of the mutual promises and agreements contained herein, the Board hereby appoints Dr. McCurdy the President of Baltimore City Community College (BCCC) and the President agrees to and hereby does accept such appointment upon the terms and conditions set forth in this contract.

1. Accountability:

- a. The President, as the Chief Executive Officer, is accountable to the Board acting as a body. Only decisions of the Board, acting as a body, are binding upon the President except in instances when the Board, acting as a body, delegates appropriate functions to the Board Chair or a committee of the Board.

2. Duties:

- a. The Board appoints Dr. McCurdy as President of BCCC, for an initial contract term beginning on MAY 1, 2019 and ending on June 30, 2021. By mutual agreement the contract is extended to June 30, 2024. Termination of this appointment by the Board shall be subject to paragraph 5 (dealing with Termination and Cause) of this Contract.
- b. The President shall perform all duties faithfully, industriously, and to the best of her ability, experience, and talents, and in accordance with Federal, State, and to the local laws and the policies and procedures of BCCC in effect as of the effective dates of this contract and as they may be established or amended from time to time. The President shall accept no outside employment during the term of this contract, including, but not limited to teaching assignments, and paid appointments to a board without prior approval of the Board. In the event that the President wishes to accept an unpaid

position, including but not limited to a board or task force, she shall notify the Board prior to acceptance of the position.

- c. The President shall perform the duties and responsibilities set out in section 16-506 of the Education Article, Maryland Annotated Code, as it may be amended from time to time, WHILE PRESIDENT McCURDY WILL BE SUBJECT TO THE PROVISIONS OF THE MARYLAND PUBLIC ETHICS LAW.
- d. The President will have the authority and discretion to appoint one person either to an existing or to a position that is re-aligned in accordance with the College's policies and procedures, at the executive or cabinet level, which appointee shall begin work at the same time as the President's hire date, and shall be paid a salary that is comparable to a cabinet level salary.

3. Compensation:

- a. **Salary and Employment Benefits:** The annual salary of the President shall be \$305,000 with a 5% salary increase prorated in the first year through June 30, 2019 and the second year 5% increase shall be for 2019-2020 and the third year 5% increase shall be for 2020-2021 for service as the President. The salary cannot be reduced below this amount for the length of this contract. Upon successful completion of additional annual goals set by the Board and the President, the President will be eligible to receive annual additional incentive payment of no more than \$25,000 at the discretion of the Board. These goals will be set by July 1, 2020 and on the same date of each year thereafter. The salary of the President shall be reviewed at each annual evaluation and may be changed from time to time, subject to the approval of the Board and in accordance with the policies authorized by the Board. The President shall also be eligible to participate in all health, vision, and dental benefits that are or may be available to all BCCC employees, and any benefits provided to executive administrators. The President will be entitled to 30 days of annual leave, 3 days of personal leave, 9 holidays (10 in federal election years), and 5 days leave over winter break. The President has the option to receive compensation of up to 10 vacation days not used every year. In addition, 15 days of sick leave are earned each year.
- b. **Participation in Pension Plan:** The President shall participate in a retirement or pension plan to the extent such participation is required by law. The College will contribute any required contribution by the President in addition to the College or State contribution. The Board will contribute \$10,000 to a supplemental retirement program IDENTIFIED BY DR. McCURDY as determined under the rules of such programs.
- c. **Terms of Insurance:** The Board shall provide a death benefit insurance of \$300,000, which will provide payment in the event of the President's death while employed as the President of BCCC. The President shall cooperate fully in obtaining insurance, including enrolling in the group term life insurance offered by the State, re-enrolling as required during periods of open enrollment, providing health information to the insurer and designating a beneficiary.
- d. **Housing Allowance:** The President will receive an annual housing allowance of \$40,000.00 and must reside in Baltimore City. THE ANNUAL HOUSING ALLOWANCE WILL BE PAID PROPORTIONALLY THROUGHOUT THE YEAR.

- e. Entertainment: The President shall be reimbursed for reasonable expenses incurred in the course of official business, travel, and entertainment in accordance with applicable State and College policies and procedures.
- f. The President shall be provided, for purposes of business and College representation, dues for membership to a business club, as approved by the Board of Trustees.
- g. The President shall be provided dues for memberships to professional organizations consistent with the position.
- h. Automobile: WHILE SERVING AS PRESIDENT, THE Board shall provide the President with an annual automobile allowance of \$12,000.00 per year. THIS AMOUNT SHALL BE PAID IN THE REGULAR PAYCHECK CYCLE. The President may choose to have the College lease an automobile of choice, and pay all the related expenses, or the President may purchase an automobile and have the \$12,000.00 annual allowance paid directly to her.
- i. Equipment: The President will be provided with a cell/iPhone, computer equipment, including iPad/laptop and home computer, and any other equipment needed for the performance of her duties. The use of any equipment issued to the President shall be governed by applicable College and State policies.
- j. Relocation Costs: The President will be provided with a one-time payment/reimbursement for the market cost of household moving at the time of her physical move to the City of Baltimore. The market price shall include the cost of a professional moving company and the packing and unpacking of household possessions.
- k. In addition to market relocation (moving) costs, the President shall be reimbursed for travel expenses for trips from any of her residences to Baltimore City, for purposes of securing living accommodations in the City of Baltimore.
- l. The President will be reimbursed, not to exceed \$10,000.00 towards closing costs, including any points, incurred with a new home mortgage for a home purchased in Baltimore City.
- 4. Evaluation and Renewal: The Board shall provide a written evaluation of the President's performance on an annual basis in relation to goals mutually established by the Board and the President, as well as additional incentive goals. The evaluation must be completed no later than June 1 of every year of the contract. In the event that the President receives an unsatisfactory evaluation from the Board, the Contract term shall not be extended unless and until the President successfully completes, as determined by the Board, an improvement plan established by the Board and thereafter at least an overall satisfactory evaluation in the subsequent annual evaluation.
- 5. Termination:
  - a. The Contract may be terminated by mutual written agreement of the Board and the President.
  - b. The Board may terminate Dr. McCurdy's appointment as President with 90 days notice for cause. "Cause" may include a serious breach of the duties owed the Board; the refusal or failure to perform such duties in good faith and with reasonable diligence; any other conduct that constitutes as an act of moral turpitude; an act or omission which constitutes criminal or fraudulent conduct; or a violation of Federal, State, or local law or BCCC policy causing a significant adverse effect on the Board of BCCC; or other common law cause.
  - c. Notwithstanding any other provision of this Contract, this Contract shall terminate upon the President's death or disability in her capacity to continue as President.

- d. The Contract may be terminated by the President at any time upon 90 days' notice to the Board. In the event that the President voluntarily terminates her employment pursuant to this paragraph, all provisions of the Contract shall be terminated.
6. Tax Treatment: Any compensation, benefits, (whether cash or in-kind), or allowances paid pursuant to this contract shall be treated in accord with the applicable Federal, State, and Local tax law and regulations.
7. Indemnification: SUBJECT TO ALL RESTRICTIONS IMPOSED BY LAW, INCLUDING BUT NOT LIMITED TO THE MARYLAND TORT CLAIMS ACT, BCCC SHALL INDEMNIFY DR. McCURDY AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, COSTS OR EXPENSES INCLUDING ATTORNEY'S FEES IN CONNECTION WITH THE DEFENSE AND/OR SETTLEMENT OF ANY ACTION, SUIT OR PROCEEDING BASED UPON GENERAL LIABILITY OR ANY OTHER CLAIMS BROUGHT BY ANY PERSON, ENTITY OR ORGANIZATION ARISING FROM PERFORMING THE DUTIES OF PRESIDENT OF THE COLLEGE.
8. Entire Agreement: This Contract contains the complete agreement between the President and the Board. Any modification of this Contract shall be in writing and signed by both parties. There are no oral understandings, terms or conditions and neither party has relied upon any representations, express or implied, not contained in this Contract. However, nothing in this Contract shall be construed to limit the authority of the Board to establish, amend, or modify the policies and/or procedures of the College.
9. Severability: The provisions of this Contract are severable and if any part of it is found to be unenforceable by law, the other paragraphs shall remain valid and enforceable.
10. Applicable Law: This Contract shall be governed by the laws of the State of Maryland.

In witness whereof, the parties have executed this Contract as of the day and year first above written.

Name: Debra L. McCurdy  
Debra L. McCurdy  
Dated: October 5, 2021

Baltimore City Community College Board of Trustees:  
Kurt L. Schmoke  
By: Kurt L. Schmoke, Chair  
Dated: October 1, 2021

Witness by:  
Name: Yingbo Q. Epps  
Dated: October 1, 2021