



EMPLOYMENT AGREEMENT FOR COLLEGE PRESIDENT

This Employment Agreement (the "Agreement") is made and entered into on **July 8, 2020** by and between the Board of Trustees of the San Mateo County Community College District (referred to as either the "District" or the "Board", as appropriate) and Melissa Moreno (the "Employee"). The Parties mutually agree to the following:

1. **EMPLOYMENT.** The Board employs the Employee as **President, Skyline College** (the "Position"). Employee is an administrator as defined by Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). This Agreement is entered into pursuant to and subject to Education Code section 72411(a). Employee shall be required to render twelve (12) months of full and regular service to the District during each year of this Agreement.
2. **TERM.** Employee's term of employment as President shall commence August 1, 2020 and conclude June 30, 2023, unless extended or terminated as herein provided.
3. **DUTIES.** Employee shall perform duties as required by law; as described in the job announcement on file for the Position or in any subsequent description prepared by the Office of Human Resources; and/or as assigned by the District. In addition to the duties and responsibilities enumerated in the job description, Employee is expected to represent the College and/or District by attending and participating in a variety of community and civic programs and events, public service occasions, social events, job-related meetings at the local and state level, and other activities as directed by the Chancellor. Employee shall devote his/her time, skills, labor and attention to performing in the Position.
4. **REPORTING RELATIONSHIP.** Employee shall report directly and solely to the Chancellor.
5. **OUTSIDE EMPLOYMENT.** Employee shall not perform outside work for compensation, except that Employee may teach with the prior written approval of the Chancellor.
6. **SALARY.**
 - A. Employee's annual salary, effective August 1, 2020 and thereafter, shall be in accordance with the Executive Salary Schedule (10) established and approved by the Board. Initial salary schedule placement shall be at Grade EC, Step 3. For reference purposes, the initial annual salary, effective August 1, 2020, shall be \$260,052.



- B. Employee's annual salary shall be payable in twelve (12) equal monthly installments, each of which shall be equal to one-twelfth (1/12) of the per annum salary, with proration for a period of less than a full year or month of service.
- C. The Board retains the right to increase Employee's annual salary during the term of this Agreement. Any such increase in salary shall be in the form of either an amendment to the Executive Salary Schedule (which may be approved unilaterally by the Board), or an amendment to this Agreement (which must be authorized by the Board and Employee). A change in salary shall not constitute the creation of a new Agreement nor extend the termination date of this Agreement.
- D. A step increase will occur on the anniversary date, if applicable. Any general salary increase granted by the Board to management employees shall be applied to the monthly salary then in place. Although the Board reserves the right to increase the salary of this position from time to time, such increases shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.
- E. In the event furlough days or other economic concessions are implemented by the Board, Employee shall be subject to the same general or across-the-board concessions as apply to management employees of the District, with a corresponding proportionate reduction in pay.
- F. The District shall report Employee's compensation to PERS or STRS, as applicable, and as required by law. The District assumes no responsibility, and makes no representations, with respect to PERS/STRS treatment of Employee's compensation, including, without limitation, determinations relating to final compensation and creditable compensation.

7. **PROFESSIONAL SCHEDULE AND VACATION.**

- A. Employee shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees.
- B. Employee shall earn and accrue 18.75 hours of vacation for each full month of service rendered (equating to 225 hours per year). Upon accruing 450 hours of vacation, the Employee shall cease to accrue vacation until such time as his/her accrued vacation total is reduced below 450 hours. During each fiscal year, Employee may elect in writing to cash out up to ten (10) days (75 hours) of vacation from his earned and accumulated vacation leave. Vacation cash out may occur at various times during the year, provided the total amount cashed out does not exceed ten (10) days in any fiscal year. Upon termination or expiration of this Agreement, the Employee shall be entitled to compensation for unused and accrued vacation



days at his/her then current per-diem rate (i.e. salary divided by 260) for no more than that amount of unused vacation that may be accrued under this Agreement. The Employee shall obtain approval of the Chancellor prior to utilizing vacation.

8. FRINGE BENEFITS.

- A. **Sick Leave.** Employee shall be provided with one (1) day per month sick leave. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board policies and procedures, but has no cash value and shall not be cashed out.

- B. **Health and Welfare.**
 - (1) **During Employment.** Employee shall be provided fringe benefits, including group health, medical, dental, vision and life insurance, subject to applicable eligibility requirements, and shall have the premiums for such plans paid by the District up to the employer contribution limit set for all other unrepresented managers of the District. 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 Board.

 - (2) **Post-Retirement Medical.** At the conclusion of employment with the District, Employee shall receive the same retiree health benefits as the District provides for managers, if eligible, and subject to satisfaction of certain age and service requirements as set forth in Exhibit A (which is attached and by reference incorporated, as a part of this Agreement).

- C. **Annuity.** If still employed by the District, effective July 1, 2024, the District shall establish a deferred compensation vehicle for Employee through an annuity to be determined by the District in accordance with applicable law and District policy/procedure. The District shall contribute \$10,000 each year into such annuity on a tax deferred basis. Vesting of the annuity shall be 100% after the completion of five years of service with the District. Vesting credit shall begin with the Employee's original hire date as President. If Employee terminates employment prior to full vesting, all money in the annuity shall revert back to the District.

- D. **Professional/Educational Growth.**
 - (1) The Board encourages Employee to participate in professional and educational growth opportunities and training, and to promote the interests of the District before various governmental and constituency groups, consistent with the established budget of the District.



(2) The Board shall pay, on behalf of the President, the membership expense of relevant local, state and national organizations, as authorized by the Chancellor.

E. **Expense Reimbursement.** The District shall reimburse Employee for actual and necessary expenses incurred by Employee in the performance of Employees' duties, in accordance with District policy and procedure (including, without limitation, Board Policy 8.55 and Administrative Procedure 8.55.1), subject to Chancellor approval for out of state travel. There will be no reimbursement for travel incurred within District boundaries.

9. **PERFORMANCE EVALUATIONS.** Employee will be evaluated in accordance with the District's Policy and Procedures for the evaluation of the Position. Compliance with this Section by the District shall not be a condition precedent to the right of the District to reassign Employee, terminate and/or renew this Agreement and the failure to timely evaluate Employee shall not constitute a basis to challenge any reassignment, termination or decision not to renew this Agreement. The District reserves the right to conduct additional evaluations if recommended by the Chancellor.

10. **PROFESSIONAL/EDUCATIONAL GROWTH.** The District encourages Employee to participate in professional and educational growth opportunities and training. To that end, the Chancellor and Employee shall mutually agree on professional and/or educational growth activities for the employee that the District shall fund during the term of this contract.

11. **TERMINATION OF CONTRACT.**

A. **Mutual Consent.** This Agreement may be terminated by mutual agreement of the parties at any time.

B. **Termination by Employee.** Employee may terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the Chancellor.

C. **Non-renewal of the Agreement by District.** The Board may elect not to renew this Agreement for any reason by providing written notice to Employee six (6) months in advance of the expiration of this Agreement, in accordance with Education Code section 72411 and other applicable law. Failure by the 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. Employee shall provide the Board with written notice of the provisions of this Paragraph at least nine (9) months in advance of the expiration of this Agreement. The Employee's failure to do so shall constitute a material breach of this Agreement. In the event this Agreement is automatically extended for one additional year as provided by this paragraph, any salary increase provided for that

year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

- D. Termination Without Cause.** Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving thirty (30) days prior written notice. In consideration for the exercise of this right, the District shall pay Employee, for the remainder of the unexpired term of this Agreement, or for 6 months plus one month for every year of District service, not to exceed twelve (12) months, whichever is less, a monthly sum equal to Employee's gross monthly salary at the salary rate in effect during his last month of service. In addition, Employee shall be entitled to receive health and welfare benefits at the District's expense for an amount of time commensurate with the amount of time to which Employee is entitled to the above described payment; provided that, if during this period, Employee finds other employment which provides health and welfare benefits, the District's obligation to provide health benefits shall cease. The parties agree that this paragraph is to be construed consistent with the requirements of Government Code section 53260 et seq. The sum owed to Employee pursuant to this Paragraph shall be offset by any amounts actually earned by Employee as a faculty member following the termination of this Agreement. The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to Employee resulting from the contract's termination without cause. These liquidated damages represent the Employee's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Employee's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Employee will be foreclosed from bringing any action or proceeding of any nature against the District.
- E. Termination for Cause.** This Agreement and the services of Employee may be terminated by the Board at any time for cause if Employee has materially breached the terms of this Agreement, engages in abuse of office (as defined in Government Code section 53243 et seq.), has neglected to perform the duties under it, has engaged in insubordination, or has committed an act specified in Education Code section 87732. The Board shall not terminate this Agreement under this Section until a written statement of the grounds for termination has first been served upon Employee. In lieu of any other hearing, Employee shall then be entitled to a conference with the Board within ten (10) work days at which time Employee shall be given a reasonable opportunity to address the Board's concerns. Employee shall have the right, at his/her own expense, to have a representative of his/her choice at the conference with the Board. The Board's determination following any such conference shall be final.
- F. Abuse of Office.** Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Employee is

convicted of a crime constituting “abuse of office,” Employee shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave time, 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. By way of example, in the event Employee is placed on paid administrative leave pending an investigation, Employee shall reimburse the pay received during that leave in the event he/she is convicted of a crime constituting “abuse of office.”

- G. Retreat Rights.** Upon termination of this Agreement, Employee shall be entitled to retreat to a tenured faculty position for which he/she meets minimum qualifications, subject to and in accordance with all applicable requirements of Education Code sections 87458 and 87458.1.
- 12. APPLICABLE LAW AND VENUE.** This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, as amended from time to time. The parties agree that, in the event of litigation, venue shall be the appropriate court located in San Mateo County, California.
- 13. AGREEMENT TO MEDIATION.** The parties agree that prior to initiation of any litigation over any dispute about matters covered by this Agreement, they will submit to voluntary mediation in accordance with procedures to be mutually agreed upon by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either party of their respective rights and obligations under Government Code section 810 et seq.
- 14. SEVERABILITY.** If any term or provision of this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.
- 15. CONSTRUCTION.** This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
- 16. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement.
- 17. NO ASSIGNMENT.** This is an agreement for personal services. Employee may not assign or transfer any rights granted or obligations assumed under this Agreement.
- 18. MODIFICATION.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.



19. **BOARD APPROVAL.** The parties recognize that this Agreement is subject to Board approval, which must occur in open session during a regular public meeting.
20. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any other documents and in contemplation of any additional action that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

Michael E. Claire
Chancellor

Date

ACCEPTANCE OF EMPLOYMENT AGREEMENT

I have reviewed this Employment Agreement and I accept this Employment Agreement and the terms and conditions of that employment. I have not agreed to employment and/or contracted for employment with the governing board of any other school district or community college district which will, in any way, conflict with my duties in this position.

Melissa Moreno

Date

EXHIBIT A

MANAGEMENT RETIREE HEALTH AND WELFARE BENEFITS

1. **RETIREE MEDICAL AND DENTAL BENEFITS:** The District will provide medical and dental benefits, as described in the benefits handbook available in the Office of Human Resources, to managers who were employed as regular faculty, classified or management employees by the District prior to January 1, 1987. The eligible retired manager, and that manager's spouse at the time of the manager's retirement, shall be eligible for continuation of benefits during the life of the retired manager, and, following the death of the retired manager, during the life of the un-remarried surviving spouse.
 - 1.1 **Employed On or After 1/1/1987 and Prior to 9/8/1993:** For those employed as regular faculty, classified or management employees by the District on or after January 1, 1987, the maximum amount paid by the District for retiree medical benefits will be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
 - 1.2 **Employed On or After 9/8/1993:** For managers whose first day of paid service as a regular faculty employee, classified employee or manager commences on or after September 8, 1993, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be \$450/month until the manager becomes eligible for Medicare Part B. At that time, the District will then pay, for the manager only, the lowest cost medical plan available within the agreement between the parties.
 - 1.3 **10 Years of Service Required – Employed Prior to 9/8/1993:** For those managers hired as a regular faculty employee, classified employee or manager prior to September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District and be at least 55 years of age. For a year of service to be counted, the assignment must have been such that the manager was eligible for medical insurance benefits if such benefits were available to employees.
 - 1.4 **20 Years of Service Required – Employed On or After 9/8/1993:** For those managers hired as a regular faculty employee, classified employee or manager whose first day of paid service commences on or after September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District, must be at least 55 years of age, must be currently employed by the District at the time of retirement, and the age at the time of retirement of the retiree (in full years), when added to the full years of service, must total 75 or more. For a year of service to be counted, the assignment must have been such that the manager was eligible for medical insurance benefits if such benefits were available to employees.