

**AGENDA**  
**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**  
**STUDY SESSION OF THE BOARD OF TRUSTEES**  
**Wednesday, July 8, 2020**

**Closed Session at 4:00 p.m.; Open Meeting at 6:00 p.m.**

This meeting will be held telephonically via Zoom.

Members of the public should **NOT** come to District Office to participate.

**Join this Zoom Meeting – <https://smccd.zoom.us/j/94526734985>**

**Dial-In: 1-669-900-9128 – Webinar ID: 945 2673 4985**

**NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS**

**Observing the Meeting**

Members of the public who wish to observe the meeting may do so by accessing the link or calling the following telephone number above at the beginning of the meeting.

**Providing Public Comment During the Meeting on NON-AGENDA Items**

To make a comment regarding a non-agenda item, members of the public, once in the Zoom meeting (via above link), can utilize the “raise hand” function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who “raise their hand” will be called upon in the order they appear. Members of the public making comment are reminded of the 3-minute time limit for comment.

For members of the public who do not have access to a computer or smart device, time will be allotted at the end of public comments for members of the public to comment using a phone.

**Providing Public Comment During the Meeting on AGENDA Items**

To make a comment regarding an item on the published agenda, members of the public, once in the Zoom meeting (via above link), can utilize the “raise hand” function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who “raise their hand” will be called upon in the order they appear.

For members of the public who do not have access to a computer or smart device, time will be allotted at the end of public comments on the agenda item for members of the public to comment using a phone.

**Accommodations**

Persons with disabilities who require an accommodation or service should contact the contact the Executive Assistant to the Board at (650) 358-6753 at least 24 hours prior to the Board meeting.

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**4:00 p.m.      Call to Order**

**CLOSED SESSION ITEMS FOR DISCUSSION**

1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): Two cases
2. Employee Discipline, Dismissal, Release
3. Public Employee Performance Evaluation: Review of Goals – Chancellor
4. Public Employee Appointment/Employment  
    Title: Vice Chancellor of Educational Services and Planning  
    Title: Vice Chancellor/Chief of Staff

5. Conference with Labor Negotiators  
Agency Designated Representative: Mitchell Bailey and Laura Schulkind  
Employee Organizations: AFT and CSEA

**PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY**

**RECESS TO CLOSED SESSION**

**RECONVENE TO OPEN SESSION**

**6:00 p.m. Call to Order / Roll Call / Pledge of Allegiance**

**ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION**

**DISCUSSION OF THE ORDER OF THE AGENDA**

**STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

**NEW BUSINESS**

20-7-1A Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel

20-7-2A Consideration and Approval of Skyline President Employment Agreement

**STUDY SESSION**

20-7-1C A Discussion on Addressing the Obligation Gap

**COMMUNICATIONS**

**STATEMENTS FROM BOARD MEMBERS**

**RECONVENE TO CLOSED SESSION (if necessary)**

**RECONVENE TO OPEN SESSION (if necessary)**

**ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION (if necessary)**

**ADJOURNMENT**

**BOARD REPORT NO. 20-7-1A**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: David Feune, Director, Human Resources, (650) 358-6775

**APPROVAL OF PERSONNEL ITEMS**

New employment; changes in assignment, compensation, and placement; leaves of absence; changes in staff allocation and classification of academic and classified personnel; retirements, phase-in retirements, and resignations; equivalence of minimum qualifications for academic positions; and short-term temporary classified positions.

**A. ADMINISTRATIVE APPOINTMENT, REAPPOINTMENT, ASSIGNMENT AND REASSIGNMENT  
(NP = New position, \* = New Employee)**

None

**B. PUBLIC EMPLOYMENT**

**1. New Hires (NP = New Position, \* = New Employee)**

**Skyline College**

<b>Jubilee Fano*</b>	Admissions and Records Assistant III	Enrollment Services
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New full-time, 12-month classified employment (Grade 24 of the Classified Salary Schedule 60; Salary Range: \$58,536 - \$74,844), effective July 9, 2020, replacing Martin Marquez who was reassigned.

<b>Christina Shih</b>	Instructor, Psychology	Social Science/Creative Arts
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New Contract I status academic employment, effective August 17, 2020, replacing Stephen Hearne who retired.

<b>Eric Torres*</b>	Admissions and Records Assistant III	Enrollment Services
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New full-time, 12-month classified employment (Grade 24 of the Classified Salary Schedule 60; Salary Range: \$58,536 - \$74,844), effective July 9, 2020, replacing Kelly Li who was reassigned.

<b>Manying Wu*</b>	Admissions and Records Assistant III	Enrollment Services
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New full-time, 12-month classified employment (Grade 24 of the Classified Salary Schedule 60; Salary Range: \$58,536 - \$74,844), effective July 9, 2020, replacing Minerva Velasquez who was reassigned.

**2. Re-Employment**

None

**C. REASSIGNMENT THROUGH THE HIRING PROCESS**

None

**D. TRANSFER/ADMINISTRATIVE REASSIGNMENT****College of San Mateo****Samantha Vargas**

Program Services Coordinator

Academic Support &  
Learning Technologies

Transferred from a full-time, 12-month Program Services Coordinator (Grant Funded) (Grade 27 of the Classified Salary Schedule 60; Salary Range: \$62,868 - \$80,220) at College of San Mateo into this full-time, 12-month position at the same grade and salary schedule, effective July 1, 2020, replacing Kathryn Bliss who resigned.

**Antonia Savage**

Director of Radio Program Operations

KCSM

Reassigned through the managed hiring process from a Broadcast Operations Engineer (Grade 32 of the Classified Salary Schedule 60; Salary Range: \$71,088 - \$90,768) at College of San Mateo into this full-time 12-month position at Grade 29 of the same salary schedule (Salary Range: \$65,964 - \$84,336), effective July 1, 2019, replacing Melanie Berzon who retired. As a managed hire employee, Ms. Savage continues to be compensated at the Broadcast Operations Engineer salary level.

**E. CHANGES IN STAFF ALLOCATION****District Office**

1. Recommend a change in staff allocation to add two full-time, 12-month Custodian positions at Grade AA (Salary Range: \$48,672 - \$60,336) of the Buildings and Grounds Salary Schedule (70) in Facilities, effective July 9, 2020.
2. Recommend a change in staff allocation to add one full-time, 12-month Maintenance Engineer position at Grade FF (Salary Range: \$70,572 - \$86,652) of the Buildings and Grounds Salary Schedule (70) in Facilities, effective July 9, 2020.

**F. PHASE-IN RETIREMENT**

None

**G. LEAVE OF ABSENCE****District Office****Katie Beverly**

Buyer

General Services

Medical leave of absence without pay, effective July 1, 2020 through September 30, 2020.

**H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION****1. Retirement**

None

**2. Post-Retirement**

None

**3. Resignation****Skyline College****Lasana Hotep**

Executive Director of the Equity Institute

President's Office

Resignation effective July 31, 2020 with 4 years of district service.

**Ursula Racca**

Office Assistant II (Funded by SSSP)

Counseling

Resignation effective June 9, 2020 with 0.75 year of district service.

**I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS**

None

**J. PROFESSIONAL EXPERT/CONTRACT POSITIONS**

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Cañada College	Humanities/Social Science	20	08/19/2020	05/21/2021	<b>Professional Expert: Art Model</b> - Professional Modeling for Art Studio classes at Cañada College for Fall 2020 semester and Spring 2021. Classes that require models: ART 204, 207 and 213. A maximum of 20 models will be used per semester.

Skyline College	Bay Area Entrepreneur Center (BAEC) / Business, Education and Professional Programs (BEPP)	4	07/09/2020	12/31/2020	<b>Professional Expert: Consultant (Non-Instructional)</b> This position will assist with programs, workshops, and implement programs and resources for clients at the BAEC and as part of the Small Business Recovery & Assistance Program. This position will perform review analysis, consult for specific events, projects, and programs requiring specialized knowledge and expertise: including outreach, written and verbal communication, data collection, and analysis.
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**K. SHORT-TERM, NON-CONTINUING POSITIONS**

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Cañada College	Office of the VPSS – TRIO / ESO	1	07/09/2020	12/31/2020	<b>Program Services Coordinator:</b> This position will work collaboratively with STEM to support, schedule and support virtual college tours and provide transfer information and personal statements. They will also work with Learning Center, STEM and ESO staff to deliver Colts-Con Summer Bridge Program. They will design academic support programs during the academic year in the fall and work collaboratively with the Learning Center folks to support academic success initiatives related to transfer.
District Office	General Services	1	07/09/2020	12/31/2020	<b>Office Assistant II:</b> <i>Previously Requested Position</i> This position will assist with administrative support tasks in Purchasing. Additional support to the buyers will reduce administrative duties such as document scanning, assisting with surplus disposition, office supply replenishment and inventory and

					procurement card reconciliation. This will allow the buyers to be more productive and efficient.
District Office	Community / Government Relations	1	07/09/2020	06/30/2021	<p><b>Director of Government &amp; Community Relations:</b>  <i>Previously Requested Position</i>                      The primary focus is on District housing. Duties include attending meetings and conference calls; preparing material for meetings with city staff, architects and/or District staff; reviewing and revising reports; reviewing Board packets and city ordinances; writing reports; and conducting surveys.</p>

**BOARD REPORT NO. 20-7-2A**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: David Feune, Director of Human Resources, (650) 358-6775

**CONSIDERATION AND APPROVAL OF SKYLINE COLLEGE PRESIDENT  
EMPLOYMENT AGREEMENT**

The search for a new president at Skyline College has been concluded and Dr. Melissa Moreno has been selected for this role.

The attached Employment Agreement to employ Melissa Moreno as President of Skyline College provides for a roughly three (3) year term of agreement, through June 30, 2023. Effective August 1, 2020, her annual compensation will be \$260,052. Dr. Moreno will receive 225 hours of vacation annually, and can cash out up to 10 days of vacation annually. She will receive one (1) day per month of sick leave, and the same health and welfare benefits, including post-retirement medical benefits, as are generally provided to management personnel of the District. She will be eligible for an annuity beginning on July 1, 2024.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached chancellor employment agreement for Melissa Moreno.





## 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.



**BOARD REPORT NO. 20-7-1C**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, (650) 574-6510

**A DISCUSSION ON ADDRESSING THE OBLIGATION GAP**

Despite our best efforts, there are persistent gaps between the services our District (along with community colleges in general) provides, institutionally, and the needs of our disproportionately impacted students. This is the obligation gap. This gap has become even more pronounced/protracted for disproportionately impacted students in the face COVID-19 and what seems to be an endless tide of anti-Black and other forms of racism.

To address this gap, our District colleagues Dr. Jeremiah Sims, Dr. Jennifer Taylor-Mendoza, Lasana Hotep, Jeramy Wallace and Dr. Tabitha Conaway have authored and published *Minding the Obligation Gap in Community Colleges and Beyond* (which is currently Amazon's #1 new release in Education). This team of scholars will discuss with the Board what it means to address the obligation gap at SMCCCD.