



February 6, 2021

Mr. Ron Galatolo

**CONFIDENTIAL --
DELIVERED VIA EMAIL
WITH FEDERAL EXPRESS
TO FOLLOW**

Dear Ron,

The Board of Trustees has received and reviewed your response to our letter of January 29, 2021. We are not satisfied that the information you have offered is sufficiently exculpatory to avoid rescission of your August 12, 2019 First Amended Employment Agreement for Chancellor Emeritus (the “2019 Agreement”), in which you assumed the position of Chancellor Emeritus for the College District.

Not only did you fail to address the vast majority of the Board’s concerns¹ but you objected to our very inquiry claiming that you should not “incur the burden and expense of answering such allegations.” You were, however, asked those questions in your capacity as an employee of the District, and you are highly compensated for your time—indeed, you are the most highly compensated person employed at the District. Given your compensation level and the fact that you have not provided any services to the District for over eighteen (18) months, your objection is specious, a breach of your fiduciary duties and a showing of conscious disregard of your obligations to the Board.

The Board asked you, in good faith, to respond to its concerns on the merits in an effort to determine if the concerns were warranted or if further information should be considered. You have refused to respond in any genuine manner. Given this refusal, we continue to believe that you withheld material information during the course of the negotiations leading up to the College District’s offering the Chancellor Emeritus position to you. Had the College District been aware of the information you withheld, it would not have entered into the 2019 Agreement.

Accordingly, this letter will serve as formal notice that, pursuant to Civil Code section 1691, the San Mateo County Community College District hereby rescinds the 2019 Agreement, effective immediately.

The rescission of the 2019 Agreement returns both you and the College District to our respective positions as of August 11, 2019. At that time, the terms and conditions of your employment with

¹ While you provided a partial response on one issue, this is but one example in our letter and your partial response fails to address the question of Board action. Moreover, you have failed to explain why this issue was not raised in connection with either your 2017 employment contract or the 2019 agreements at issue.

Mr. Ron Galatolo

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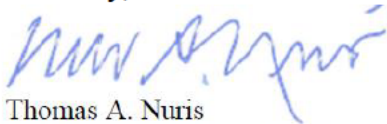
Page 2

the College District, and the procedures for termination thereof, were documented in your July 1, 2017 Employment Agreement as Chancellor (the "2017 Agreement," copy attached). The 2017 Agreement was subject to termination pursuant to any of the procedures set forth in Section 15 and its subparts. The Board of Trustees believes that, based on the information it now has about your misconduct and breaches of fiduciary duty in your role as Chancellor, it would have had grounds in August of 2019 to terminate your employment for Cause, as defined in Section 15(c) of the 2017 Agreement. The Board has now decided to terminate your employment under the 2017 Agreement for Cause. The Board will provide you with all rights to a hearing under the 2017 Agreement should you desire to so proceed.

As of February 12, 2021, the College District will have paid you a total of 18 months of salary and benefits since August 12, 2019. You have provided no services in return, and you have now refused merely to answer the Board's legitimate questions so that it can assess various matters that are fundamentally at odds with the underlying agreements and your ongoing employment. We believe that, under any scenario, no further compensation is owed to you. Your compensation will therefore end effective February 8, 2021. You will receive in due course the paperwork that you will need to continue your benefits pursuant to COBRA, and any other paperwork normally provided upon cessation of employment with the College District. Please be advised that the District reserves all rights to claw-back funds paid to you to date including funds paid under the 2019 Agreement as well as funds paid to an annuity.

Please know that we are disappointed and saddened by this turn of events and your blatant refusal to even respond to the substance of our concerns. Our decision has not been lightly made. We are proceeding in what we believe is in the best interests of the College District and of the public that we serve.

Sincerely,



Thomas A. Nuris

President of the Board of Trustees

cc: Vice President and Trustee Richard Holober
Trustee Maurice Goodman
Trustee Lisa Petrides
Trustee John Pimentel
Chancellor Michael Claire
Dianne Sweeney, Esq., & Marcia Pope, Esq., Pillsbury
Ed Swanson, Esq., & Mary McNamara, Esq., Swanson & McNamara