

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
via Zoom
2323 North Broadway,
Santa Ana, CA 92706

Monday, September 13, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:31 p.m. by Mr. Phillip Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Ms. Elisabeth Neely participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Sal Tinajero was not present.

Administrators present during the regular meeting via video/teleconference (Zoom) were Mr. Cheng Yu Hou, Ms. Iris Ingram, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Enrique Perez, and Dr. Pamela Ralston. Ms. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough, President, RSCCD Board of Trustees.

1.3 Adoption of Resolution No. 21-14 – Resolution Honoring First Responders in the Rancho Santiago Community College District

It was moved by Mr. Hanna and seconded by Mr. Hernandez to adopt Resolution No. 21-14 Honoring First Responders in the Rancho Santiago Community College District as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

1.4 Recognition of First Responders in Commemoration of Anniversary of 9/11 Attacks

The board recognized Jennifer Francis; Santa Ana College Nursing Program; Amanda Gonzalez; Santa Ana College Fire Technology Program; Andrew Hernandez, Orange County Sheriff's Department (OCSD); Sara Higa, Orange County Sheriff's Department; and Vincent Hildreth; Santa Ana College Fire Technology Program in commemoration of the anniversary of the 9/11 attacks.

1.5 Approval of Additions or Corrections to Agenda

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve removing Items 3.10 (Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for Santa Ana College) and 3.11 (Agreement Addendum 2 between Point and Click Solutions, Inc. and RSCCD for Santiago Canyon College) from the agenda. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.6 Public Comment

Mr. Pedro Alcaraz’s daughter (Ms. Vicki Lowe), Ms. MaryAnne Anthony-Smith, Ms. Marta Barker, Mr. Steve Eastmond, Mr. Gary Fangrat, Ms. Libby Fuller, Ms. Susan Gaer, Ms. Pamela Hernandez, Ms. Karen Janssen, Mr. Michael Lewis, Mr. John Luxenberg, Ms. Juli Macdonald, Ms. Margaret Manson, Mr. Kirby Matter, Ms. Estelle Orr, Ms. Janis Perry, Ms. Susan Ross-Osborn, Ms. Caroline Reed, Mr. Alan Siddons, Mr. John Smith, and Ms. Monica Zarske spoke regarding loss of the promise of lifetime benefits for retirees and spoke in opposition to Item 6.3 (RetireeFirst Group Medicare Insurance Plan).

Mr. Morrie Barembaum spoke regarding Medicare and its benefits for retirees who are hired after May 31, 1986.

Mr. Barry Resnick spoke regarding Medicare and the District currently providing accurate Medicare regulations on its website.

1.7 Approval of Minutes

It was moved by Dr. Arias Miller and seconded by Ms. Neely to approve the minutes of the regular meeting held August 9, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.8 Approval of Consent Calendar

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.11 (Donation of Personal Protective Supplies) removed from the Consent Calendar by Mr. Hernandez; and Item 4.14 (Request for Quote [RFQ] #2122-001 for Redistricting Services) removed from the Consent Calendar by Dr. Arias Miller. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

3.1 Approval of Smartabase Subscription Agreement for Santa Ana College (SAC) Criminal Justice Academies with Fusion Sport Inc.

The board approved the Smartabase subscription agreement for SAC Criminal Justice Academies with Fusion Sport Inc. located in Boulder, Colorado, as presented.

1.8 Approval of Consent Calendar (cont.)

3.2 Approval of Standard Inter-Agency Instructional Services Agreement between RSCCD on behalf of Santa Ana College and California State

Parks and Recreation

The board approved the standard inter-agency instructional services agreement between RSCCD on behalf of SAC and California State Parks and Recreation located in San Clemente, California, as presented.

3.3 Approval of Standard Inter-Agency Instructional Services Agreement between RSCCD on behalf of Santa Ana College and Anaheim Fire and Rescue

The board approved the standard inter-agency instructional services agreement between RSCCD on behalf of SAC and Anaheim Fire and Rescue located in Anaheim, California, as presented.

3.4 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and Acacia Adult Day Services

The board approved the educational affiliation agreement between RSCCD on behalf of SAC and Acacia Adult Day Services located in Garden Grove, California, as presented.

3.5 Approval of Terms of Service Agreement between RSCCD on behalf of Santa Ana College and American Occupational Therapy Association, Inc. (AOTA)

The board approved the terms of service agreement between RSCCD on behalf of SAC and AOTA located in North Bethesda, Maryland, as presented.

3.6 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and with Port View Preparatory

The board approved the educational affiliation agreement between RSCCD on behalf of SAC and Port View Preparatory located in Tustin, California, as presented.

3.7 Approval of Educational Affiliation Agreement between RSCCD on behalf of Santa Ana College and with Sparkle Where Our Voices Shine Inc.

The board approved the educational affiliation agreement between RSCCD on behalf of SAC and Sparkle Where Our Voices Shine Inc. located in Victorville, California, as presented.

3.8 Approval of Standard Clinical Affiliation Agreement between RSCCD on behalf of Santa Ana College and College Hospital Partial Hospitalization Program

The board approved the standard clinical affiliation agreement between RSCCD on behalf of SAC and College Hospital Partial Hospitalization Program located in Santa Ana, California, as presented.

1.8 Approval of Consent Calendar (cont.)

3.9 Approval of Amended Exhibits A and B of the Nuventive Master Software and Professional Services Agreement between RSCCD on behalf of Santa Ana College and Nuventive, LLC

The board approved amended Exhibits A and B of the Nuventive master software and professional services agreement between RSCCD on behalf of SAC and Nuventive, LLC located in Pittsburg, Pennsylvania, as presented.

3.12 Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2020-2021

The board approved and certified the SAC School of Continuing Education high school diploma program graduate list 2020-2021, as presented.

3.13 Approval and Certification of Santiago Canyon College School of Continuing Education High School Diploma Program Graduate List 2020-2021

The board approved and certified the SCC School of Continuing Education high school diploma program graduate list 2020-2021, as presented.

3.14 Approval of Santa Ana College Degrees and Certificates for Spring 2021

The board approved the list of recipients of SAC degrees and certificates for Spring 2021, as presented.

3.15 Approval of Santiago Canyon College Associate Degrees and Certificates for Spring 2021

The board approved the list of recipients of SCC degrees and certificates for Spring 2021, as presented.

3.16 Approval of Professional Services Agreement between RSCCD on behalf of Santiago Canyon College and with Chameleon IT Consulting, LLC- Jermaine Prince

The board approved the professional services agreement between RSCCD on behalf of SCC and Chameleon IT Consulting-Jermaine Prince located in Fontana, California, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Intrafund and Interfund Budget Transfers

The board approved the budget intrafund and interfund budget transfers from July 1, 2021, to August 30, 2021.

1.8 Approval of Consent Calendar (cont.)

4.4 Approval of Agreement with SVA Architects, Inc. for Professional Consulting Services for Facility Site Master Planning for Bristol and 17th Street Property at Santa Ana College

The board approved the agreement with SVA Architects, Inc. for professional consulting services for the facility site master planning for Bristol and 17th Street property at SAC as presented.

4.7 Approval of Utilization of DGS Agreement with WEX, Inc.

The board approved the District's utilization of the DGS agreement with WEX, Inc. for fleet fuel cards as presented.

4.8 Approval of Professional Services Agreement with Ken Porter Auctions

The board approved the professional services agreement with Ken Porter Auctions to conduct vehicle auctions on an as needed basis as presented.

4.9 Approval of Professional Services Agreement with TLC Auctions

The board approved the professional services agreement with TLC Auctions to conduct auctions on an as needed basis as presented.

4.10 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00003972 Awarded to Invoke Learning

The board approved the District's use of the FCCC master services agreement #00003972 awarded to Invoke Learning, including any future renewals, addendums, supplements, modifications and extensions as presented.

4.12 Acceptance of Vendor Name Change - Cumming Construction Management, Inc.

The board accepted the vendor name change request from Cumming Construction Management, Inc. to Cumming Management Group, Inc. as presented.

4.13 Acceptance of Vendor Name Change - Schick

The board accepted the vendor name change request from Schick Records Management to Vital Records Control as presented.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Services or her designee to enter into related contractual agreements on behalf of the district for the following:

- College Assistance Migrant Program – Year 5 (SCC) \$425,000
- Talent Search – Year 3 (SAC) \$430,487
- Youth Empowerment Strategies for Success – \$ 22,500
- Independent Living Program (YESS-ILP) (SAC)

1.8 Approval of Consent Calendar (cont.)

- 5.2 Approval of Sub-Agreements between RSCCD and SCORE Association on behalf of SCORE Orange County for Strong Workforce Program - Local Funds Initiative (#DO-18-2184-01)
The board approved the sub-agreement and authorized the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.3 Approval of Corrections to Sub-Agreement between RSCCD and Culver City Unified School District Selected to Host Strong Workforce Program K12 Pathway Coordinators (Year 3) (#DO-20-2582-04)
The board approved the corrections to the sub-agreement and authorized the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.4 Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Statewide Director – Information Communications Technology (ICT)/Digital Media Sector Grant (#DO-20-2537-02.02)
The board approved the second amendment to the sub-agreement and authorized the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.5 Approval of Utilization of Food Vendors to Provide Meals to Child Development Centers
The board approved the utilization of vendors to provide meals to the Child Development Centers, district-wide as presented.
- 5.6 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses
The board approved the Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses as presented.
- 5.7 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for Students Through ThinkEDU
The board approved the Foundation for California Community Colleges, CollegeBuys Purchase for California Connects Mobile Hotspots for students through ThinkEDU as presented.
- 5.8 Approval of Change Order to Existing Agreement for Dark Fiber with Crown Castle Fiber, LLC
The board approved the change order to the existing agreement for Dark Fiber with Crown Castle Fiber, LLC as presented.

1.9 Public Hearing - 2021-2022 Proposed Adopted Budget

There were no public comments.

1.10 Presentation on District Enrollment

Mr. Perez provided a presentation on the district's enrollment. Board members received clarification on data related to the presentation from Mr. Perez.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board.

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Marilyn Flores, Interim President, Santa Ana College
Dr. Pamela Ralston, President, Santiago Canyon College

2.3 Report from Student Trustee

Ms. Neely provided a report to the board.

2.4 Reports from Student Presidents

The following student representatives provided a report to the board on behalf of the Associated Student Government (ASG) organization:

Mr. Julio Luna Barbosa, Student President, Santa Ana College
Ms. Elisabeth Neely, Student President, Santiago Canyon College

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Jim Isbell, Academic Senate President, Santa Ana College
Mr. Craig Rutan, Academic Senate President, Santiago Canyon College

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

Dr. Arias Miller provided a report on the August 12, 2021, Board Institutional Effectiveness Committee meeting.

2.6 Reports from Board Committee Chairpersons and Representatives of the Board (cont.)

Mr. Crockett provided a report on the September 7, 2021, Board Facilities Committee meeting.

Dr. Arias Miller provided a report on the September 9, 2021, Board Policy Committee meeting.

3.0 INSTRUCTION

Items 3.1 through 3.9, 3.12, 3.13, 3.14, 3.15, and 3.16 were approved as part of Item 1.8 (Consent Calendar).

3.10 This item was removed from the agenda during Item 1.5 (Additions or Corrections to Agenda).

3.11 This item was removed from the agenda during Item 1.5 (Additions or Corrections to Agenda).

4.0 BUSINESS SERVICES

Items 4.1, 4.2, 4.4, 4.7, 4.8, 4.9, 4.10, 4.12, and 4.13 were approved as part of Item 1.8 (Consent Calendar).

4.3 Approval of 2021-2022 Adopted Budget

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the 2021-2022 Adopted Budget as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to suspend the rules and consider Items 4.5 (Change Order #2 for McCarthy Building Companies, Inc.) and 4.6 (Completion of RFP #1718-173) after closed session. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

4.11 Acceptance of Donation of Personal Protective Supplies

It was moved by Dr. Arias Miller and seconded by Mr. Labrado to accept the donation from League of United Latin American Citizens (LULAC) #147 of personal protective supplies as presented. Mr. Hernandez indicated he will abstain from the vote due to a conflict of interest since he is the president of League of United Latin American Citizens (LULAC) and left the meeting. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Mr. Hernandez. Student Trustee Neely’s advisory vote was aye.

Mr. Hernandez returned to the meeting.

4.14 Acceptance and Award of Request for Quote (RFQ) #2122-001 for Redistricting Services

It was moved by Dr. Arias Miller and seconded by Mr. Hanna to accept and award RFQ #2122-001 for Redistricting Services to ARDA Campaigns LLC as presented. Mr. Martinez indicated the district is requesting acceptance and awarding of RFQ #2122-001 to Cooperative Strategies. Discussion ensued.

Mr. Labrado called the question. The board voted to end the discussion on this item with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

The motion to award RFQ #2122-001 to ARDA Campaigns LLC carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough; and a nay vote from Mr. Hernandez. Student Trustee Neely’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.8 were approved as part of Item 1.8 (Consent Calendar).

5.9 Board Member Comments

Dr. Arias Miller reported that she attended the reception after the bench dedication for Mr. Ed Fosmire and enjoyed getting to know the faculty who attended the reception. She indicated that she looks forward to attending an Academic Senate meeting in the future.

Mr. Crockett stated that he enjoys getting to know the staff and looks forward to attending a SAC Academic Senate meeting on September 14, 2021.

Mr. Hanna thanked the first responders and reminded everyone of the unity that the country had after September 11, 2001. He expressed hopefulness that the country will become united again.

Mr. Hernandez reported that he attended Dr. Ralston’s welcome event, SAC and SCC soccer games, and a SAC volleyball game. He indicated he attended a virtual NALEO leadership summit and a virtual SCC ASG meeting.

Mr. Hernandez asked that the meeting be adjourned in memory of Mr. Paul Riordan who passed away on August 10, 2021, at 90 years of age. Mr. Hernandez stated that Mr. Riordan had served 38 years as a classroom teacher and administrator in the Santa Ana Unified School District and as an instructor at Santa Ana College. He shared that Mr. Riordan was his high school teacher.

5.9 Board Member Comments (cont.)

Mr. Yarbrough thanked other board members for attending district events that he is unable to attend due to a busy schedule.

The board recessed to closed session at 7:52 p.m.

RECESS TO CLOSED SESSION

The board convened into closed session at 8:00 p.m. to consider the following items:

1. Student Suspensions from Program (pursuant to Education Code 72122)
Student ID #1481481
Student ID #1062275
2. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
 - f. Professional Experts
 - g. Educational Administrator Appointments
 - (1) Associate Dean, Fire Technology, SAC
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2019-01072357-CU-WT-CJG

Joseph Robert Pineo v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2019-01092834-CU-PO-CJC

Alliance of Schools for Cooperative Insurance Programs (ASCIP) vs. Sandra Elizabeth Castro Palma Claim #1805554
4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Cheng Yu Hou, Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888 Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees

Ms. Neely left the meeting after participating in Item 1 (Student Suspensions from Program) during closed session.

RECONVENE

The board reconvened at 9:35 p.m.

Public Comment

There were no public comments.

Closed Session Report

Mr. Crockett reported the board discussed public employment, existing litigation, anticipated/potential litigation, and labor negotiations; and the board took action during closed session to uphold student suspensions for Student ID #1481481 and Student ID #1062275 with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

On Mr. Crockett’s behalf, Mr. Ruben Smith reported that the board approved a Settlement Agreement with McCarthy Building Companies, the general contractor on the District’s Santa Ana College Science Center project with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. The essential terms of the Settlement Agreement are as reflected in Change Order No. 2 that the Board will consider as part of Item 4.5, which will be heard in a few moments.

In addition, on Mr. Crockett’s behalf, Mr. Smith reported that the board approved a Settlement Agreement with Loretta Jordan, in the Loretta Jordan v. Rancho Santiago Community College District, Orange County Court Case No. 30-2019-01072357-CU-WT-CJG.

Mr. Yarbrough asked that the written communications received by the board for Item 6.3 (RetireeFirst Group Medicare Insurance Plan) be attached to the minutes.

4.0 BUSINESS SERVICES (cont.)

4.5 Ratification of Change Order #2 for McCarthy Building Companies, Inc. for Request for Proposal (RFP) #1718-173 Lease-Leaseback Construction Services for Science Center at Santa Ana College

It was moved by Mr. Crockett and seconded by Mr. Hernandez to ratify change order #2 for McCarthy Building Companies, Inc. for RFP #1718-173 construction lease-leaseback services for the Science Center at SAC as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

4.6 Acceptance of Completion of RFP #1718-173 for Lease-Leaseback Construction Services for Science Center at Santa Ana College and Approval of Recording a Notice of Completion

It was moved by Mr. Crockett and seconded by Mr. Hernandez to accept the project as complete and approve filing a Notice of Completion with the County as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

- Approve Employment Agreements
- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Appointments
- Approve Changes of Interim Assignment
- Approve Extensions of Interim Assignment
- Approve Amended Hourly Rates for Extended Interim Assignment
- Ratify Resignations/Retirements
- Approve Hiring of Temporary Long-term Substitutes (LTS)
- Approve Hiring of Temporary 1-Year Full-time Faculty Members
- Approve Adjusted Locations for Temporary 1-Year Full-time Faculty Member
- Approve 2021-2022 Contract Coordinator Stipends
- Approve 2021-2022 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Banking Leaves

6.1 Management/Academic Personnel (cont.)

- Approve Adjusted Banking Leaves
- Approve Part-time Hourly New Hires/Rehires
- Approve Column Changes
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

- Approve Hourly On Going to Contract Assignments
- Approve Short Term to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of RetireeFirst Group Medicare Insurance Plan

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the RetireeFirst group Medicare insurance plan as recommended by the Joint Benefits Committee and authorization be given to the Chancellor or his designee to enter into the appropriate agreements with the vendor. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.4 Authorization for Board Travel/Conferences

It was moved by Mr. Crockett and seconded by Mr. Hernandez to authorize the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on September 27, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 9:39 p.m., in memory of Mr. Paul Riordan, who passed away on August 10, 2021, and had served 38 years as a classroom teacher and administrator in the Santa Ana Unified School District and as an instructor at Santa Ana College.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: September 27, 2021

September 9, 2021

Dear Members of the Board of Trustees:

When I received the news that retired Rancho employees would no longer have medical coverage, I was devastated. I thought how did I not know that the BOT Members were considering this vote? How did I not hear negotiations had been underway to remove my “medical coverall for life?” Where was the transparency of our local government’s actions? I then heard that there were no negotiations with CSEA. I heard that the BOT Members made a unilateral decision to drop coverage for the retirees.

Over my years at Santa Ana College, we gave up salary increases to secure medical coverage which included the “medical for life” benefit. It was believed that the District’s Word of “medical for life” was an honorable vow therefore influencing our collective bargaining vote. Due to lost wage increases, my retirement income therefore was limited. Now you ask me to cover medical insurance cost that was paid for in lost wages. This loss of coverage was not a part of my long-term retirement plan. How at age 70 do I build this into my retirement? How do I get those lost wages back? How do you walk away from a promise?

The decision to move retirees to Medicare assumes that we can afford that cost. The stress of this basic quality of life being eliminated along with the current upheaval, economic uncertainty and a pandemic is overwhelming. Your decision takes away the ability to address the medical manifestations of stress created by this broken promise of “medical for life.”

The decision to move retirees to Medicare assumes that we can afford that cost. The stress of this basic quality of life element being eliminated along with the current upheaval, economic uncertainty and the pandemic is overwhelming. This decision takes away the ability to address the medical manifestations of stress created by the broken promise of “medical for life.”

This decision seems to be uncaring and not honorable from a Board that has the future of our communities’ youth in their hands. Our youth need a caring Board making decisions. The decision of August 8 is not humane, honorable, or caring to those of us on a fixed income. How can the community trust your decisions for our community and that of our youth?

Thank you for viewing your decision in a different light. Please reverse this decision and honor the commitments made.

Sincerely,

Stephanie Adams
Scholarship Coordinator, Retired

August 24, 2021

To the RSCCD Board of Trustees:

Exactly 45 years ago at the Santa Ana College Fall Convocation, I was introduced among the new faculty members to those assembled in Phillips Hall. I vividly remember the immense feeling of pride I felt as I stood there, having achieved my lifetime goal, at the ripe age of not-quite-24, of getting a job as a mathematics teacher. In fact, I was the first woman hired at SAC as a full-time math teacher.

Who would have believed then that my career at SAC would be my first and only full-time job? But it was. I enjoyed a long and rewarding career. Besides the intrinsic satisfaction of knowing that my classes helped thousands of students improve their lives, I was given and took advantage of many opportunities for professional growth, I received numerous awards (including the Distinguished Faculty award), I met the man who became my husband and made many lifelong friends. The college district was good to me, and I, in return, stepped up and served when called upon to chair my department and various committees, write grant proposals, and fill in as Acting Division Dean for one semester.

For at least 35 years, my family's health has been covered by the district's HMO plan, currently with Anthem Blue Cross. Through the birth of 3 children, several surgeries, and routine annual checkups, we always received first-rate treatment, at a minimal cost to us.

When I retired in 2015, I was secure in the promise made by the District to faculty in the 1986 FARSCCD contract that my health insurance would be covered throughout my lifetime. I had been assured repeatedly and by numerous people that this benefit was firm and safe. As a result, I did not sign up for Medicare when I turned 65 as there appeared to be no need for it.

Now I find the District is rescinding the promise it made of lifetime coverage to those of us hired before 1986. I will be forced to sign up for Medicare, with current monthly premiums of approximately \$475 per month plus an ongoing penalty of 40% for late enrollment – a total of \$665 per month. The monthly premium will be more than I paid to the District for my health insurance for the entire year 2021.

I have heard that to soften the blow of a broken promise, the District will pay for a 'bridge' to cover the late enrollment penalty. Will this 'bridge' be a life-long benefit or a one-time lump sum? If it will be ongoing, why should I believe now that the District won't go back on its word in some future year?

Besides the financial impact to my retirement planning, the District's renegeing on the promise of lifetime health benefits leaves me extremely disillusioned. It is a shame that my decades-long pride in being part of the RSCCD family is now turned to bitter disappointment.

Sincerely,

MaryAnne Anthony-Smith

September 7, 2021

RSCCD Board of Trustees:

As the Board of Trustees considers the decision to require Medicare for retirees, I ask that they also ***reconsider the decision made last year*** to change health care for Part B Medicare-enrolled retirees.

I am a retiree who began service for RSCCD in 1979 and retired in June 2009. When I was turning 65, I specifically asked about Medicare enrollment. Based on misleading information, I foolishly enrolled in both parts A and B – and have been paying premiums since 2015.

When the Board decided to force Part B Medicare-enrolled retirees into the Medigap plan last year, there was a Zoom call to inform affected retirees of the change. Several people insisted that this change ***did not conform*** to the contract language that assured us that we would receive the same health care options as current faculty. The moderator repeatedly ignored that and assured us that this plan was “as good or better than our current PPO plan.”

That statement is blatantly false. (Our prescription costs nearly doubled – from \$10 co-pays to \$18, for example.) Even though Medicare was our primary insurance, having the PPO plan as secondary assured that we got the health care that we need. Also, while Board members obviously haven’t experienced this yet, please recognize that Medigap patients are not viewed favorably by providers. There are providers who will not accept us as Medigap patients.

I respectfully request the Board to honor the contract language which guaranteed us continued equal health care – and ask the Board to ***reverse*** last year’s decision regarding part B Medicare-enrolled retirees. The decision last year affected far fewer people and didn’t cause the outcry that this year’s decision is having. However, the principle is the same. **We were guaranteed access to the same plans as current employees – and we no longer have those options.**

Gail B. Askew, PharmD
Professor of Pharmacy Technology, retired

Dear Faculty,

I would like to emphasize that the information below represents my own views as a long-time faculty member and I am solely responsible for what is presented below. It does not represent the views of the FARSCCD Executive Board.

Some may have heard that the Board of Trustees has or will take an action that will change retiree benefits. I would like to present some of the facts. Here is a brief summary:

1. While the FARSCCD Executive Board is discussing an MOU related to Medicare, the FARSCCD Executive Board has not taken an official position on any proposed change.
2. The District will continue to provide a health insurance policy to retirees. However, instead of providing the same policy as for active employees to retirees, the proposal is that the policy provided to retirees will be a Medicare Supplement policy designed to work with Medicare. The District health insurance for active employees is not designed to complement Medicare.
3. For those active full-time faculty members, virtually all of us will only receive retiree health benefits until the age of 70. (FARSCCD CBA Article 5.4.1). It is important for us to be aware that a faculty member hired after May 31, 1986 would need to sign up for Medicare Parts A, B, and D (unless they wish to purchase District Insurance at their own cost) in order to receive health insurance after they reach the age of 70.
4. Medicare regulations impose penalties on retirees who do not enroll in Medicare Parts B and D when they are eligible. Once a retiree is 65 or older, they are required to enroll in Medicare Part B or be subject to penalties of 10% of their Medicare Part B premium for each year they did not sign up when eligible. Thus, someone who retired at 65 but waited until the age of 70 to sign up for Medicare Part B could be subject to penalties equal to 50% of their Part B premiums for as long as they are enrolled in Medicare Part B. (<https://www.medicare.gov/your-medicare-costs/part-b-costs/part-b-late-enrollment-penalty>)
5. It is critical to note that for anyone hired after May 31, 1986, they **must** sign up for Medicare Part B after they are retired AND age 65 or older or be subject to Medicare penalties should they enroll in Medicare Part B at a later date. Regrettably in the past, the District did not provide this information to retirees.

First, it should be noted that for those faculty who are already enrolled in Medicare Part B, last year the Board of Trustees approved an item that moved

those retirees into a Medicare supplement plan. The MOU under consideration by FARSCCD

memorializes this into a written document instead of relying on unenforceable “promises.”

This Medicare issue has been on FARSCCD’s radar for a few years (see attached newsletters). FARSCCD was so concerned with misinformation regarding Medicare that on May 24, 2017, a Medicare expert from HICAP (Health Insurance Counseling and Advocacy Program) was brought to campus to meet with the faculty to discuss how RSCCD retiree benefits worked with Medicare and the importance of enrolling in Medicare in order to avoid penalties, particularly for surviving spouses if they did not enroll at the time of their spouse’s retirement.

<https://www.coasc.org/programs/hicap/>

The health insurance benefit that is provided to active employees is not designed to work with Medicare: it’s meant for active employees. Once a retiree is on Medicare, Medicare becomes the primary insurance and any other insurance that a retiree may have (e.g., the active- employee plan) is treated as secondary. However because the active’s plan is not designed to work with Medicare, there can be a lot of gaps in the coverage for retirees.

A Medicare supplement plan is designed to fill in those gaps – and at a much reduced cost (since Medicare is primary). The proposed supplement plan that was discussed in the Town Hall meeting last week would provide retirees \$0 copay, \$0 deductible, \$0 cost for ambulance service, etc. I would encourage all those who are interested to watch a recording of the Town Hall that can be found at <https://rscdd.edu/Departments/Risk-Management/Benefits/Pages/Retiree-Benefit-Updates-2022.aspx>

A summary of the plans is attached. The benefits of the proposed plan that the District is considering is listed on the right-hand column.

In the mid-1980s, FARSCCD “bifurcated” the faculty: the faculty became split between those who were hired before May 31, 1986 and those hired afterwards. The language that is currently in the contract states:

Per the FARSCCD Collective Bargaining Agreement section 5.4.1 (<https://farsccd.org/farsccd-contract/>),

5.4.1 District Contributions

For employees whose first paid date of contract service is prior to May 31, 1986, who have fifteen (15) years of service, the District will pay its portion of the insurance premium for life.

For employees whose first paid date of contract service is on or after May 31, 1986, who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.

In addition, the FARSCCD CBA states

5.4.1 Range of Coverage

Eligible retirees will receive the same medical coverage as current employees until reaching age 65 at which time coverage will be provided under a supplementary policy.

It is important to point out a few things:

- No where in the contract language is there a guarantee of free health insurance. In fact, the language states that the "...the District will pay its portion" – but the District's portion is not specified.
- The language in the contract (that has been there since the mid-1980s) states that retirees older than 65 will be provided a "supplementary policy". If one googles "supplementary policy", one will see a lot of links to medicare supplement policies. Why would the contract speak of "supplementary policy" if there was an expectation that retirees over 65 would be provided the same insurance as active employees?
- According to 5.4.3, "Surviving dependents may continue coverage at their own expense." This is important for our lifetime-benefited retirees since their surviving dependents will not receive district-paid benefits and may be forced to pay exorbitant penalties should they attempt to enroll in Medicare Part B after the retiree passes away.

Last year, the District's Health Insurance broker took the health insurance out to bid. Only one vendor would bid on the previous structure of the health insurance: that was our current vendor. Relying on a single company to provide health insurance for our active (as well as our retirees) is a precarious position for the District to be in. It does not allow the District to negotiate the most economically efficient policies for the District. In addition, should that vendor go bankrupt, change the rate structure, etc., that could adversely affect the insurance that the District is able to provide its active employees – let alone retirees.

It should also be noted that the District has the ability to change insurance carriers. Instead of Anthem, the District could decide to go with Cigna, HealthNet, etc. There is nothing in the FARSCCD CBA that precludes that. FARSCCD has two seats on the Joint Benefits Committee; however, that committee only makes recommendations. The District (with Board approval) can make changes.

Other benefits of Medicare are that 96% of doctors accept Medicare and the portability of Medicare. While a doctor may say they do not accept Medicare, one should ask whether they are in the Medicare network, or they do not bill Medicare directly. Less than 1% of US physicians completely opt-out of the Medicare network. The company that the District is proposing to work with, RetireeFirst, will help retirees if a doctor simply does not bill Medicare. In addition, under a Medicare supplement plan, retirees who decide to move out-of-state would still be able to utilize their district-covered benefits. Under the active-employee plan, a retiree who moves out-of-state may not be able to utilize the active-employee plan (as they would be out-of-network).

In my personal opinion, there are a lot of benefits for the retirees with the proposed changes. In fact, for those of us who were hired after May 31, 1986, this a critical and beneficial change.

Thank you for your time.

Best wishes to you and your family,
Morrie Barembaum

Medical				
	Current	Current	Current	Proposed
	Companion Care	Anthem PPO	Anthem HMO	Anthem NPPO Medicare Advantage Plan
Deductible	\$0	\$250	\$0	\$0
Medical Maximum Out-of-Pocket	\$0	\$1,000	\$1,000	\$0
Network	Medicare	Anthem	Anthem	Medicare
Primary & Specialists Visits	\$0	\$20	\$10	\$0
Ambulance Service	\$0	10%	\$100/Trip	\$0
Emergency Room	\$0	\$50 Waived if Admitted	\$100 Waived if Admitted	\$0
Inpatient Hospital Care	\$0	10%	\$0	\$0
Outpatient Surgery	\$0	10%	\$0	\$0
Skilled Nursing Facility	\$0; days 1- 100	10%; days 1-100	\$0; days 1- 100	\$0; days 1- 100
Urgent Care	\$0	\$20	\$10	\$0
Durable Medical Equipment	\$0	10%	20%	\$0
Preventative Care	\$0	\$0	\$0	\$0
Vision Services	Medicare Covered Only	Medicare Covered Only	Medicare Covered Only	\$0 per routine vision exams, every 12 months \$100 Material Allowance every 24 months
Hearing Aids	Not Included	10% \$2,000 per hearing aid every 36 months	50%; One Medically Necessary Hearing Aid per year	\$1,500 Hearing Aid Allowance every 12 months
Fitness Program	Not Included	Not Included	Not Included	Silver Sneakers gym membership and fitness program



Retiree Health Benefits

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Workshop
September 13, 2021

Last Wednesday, May 24, FARSCCD hosted a workshop at SCC conducted by the Health Insurance Counseling & Advocacy Program (HICAP). HICAP is a member of the Council of Aging – Southern California. The informational program covered how Medicare works with District retiree health benefits. Over forty faculty and spouses (left) that are approaching retirement or have already retired were in attendance. If you are interested in a workshop at SAC for the fall, please contact FARSCCD@gmail.com.

Following the presentation by HICAP, Evan Hawkins from the Faculty Association for California Community Colleges (FACCC) gave an update on the budget.

The FARSCCD Executive Board will be negotiating the 2017-18 Collective Bargaining Agreement. Please send your suggestions to FARSCCD@GMAIL.COM

YOUR RIGHT TO UNION REPRESENTATION

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my steward or union officer be present at the meeting. Without representation, I choose not to answer any questions.”

1975 US Supreme Court Case.
The Weingarten
Decision

**FARSCCD WELCOMES SANTA ANA
COLLEGE ENGLISH PROFESSOR
JIM ISBELL (L) AND MATHEMATICS
PROFESSOR KELVIN LEEDS (R) TO
THE FARSCCD EXECUTIVE BOARD.**



HR's Decades of False Information

Every year during open enrollment our faculty with families face the sticker shock of the cost of PPO coverage. To cover just two dependents a faculty member must pay about \$7000 annually. This is more than any other District charges for similar coverage. Consequently, the exorbitant cost drives our faculty with families into an HMO.

There is a reason these costs are so high. For years, the previous HR administration told eligible retirees (based on year of hire) they did not need to enroll in Medicare's Part B. For those who receive benefits up to age 70 when retired, this is false.

It is in the best interest of retirees to enroll in Medicare Part B once they turn 65. Waiting until age 70 exposes the retiree to substantial penalties when they do enroll (after they are no longer covered by the District's plan). For those who do receive lifetime benefits, there could be unintended consequences such as leaving one's spouse without coverage (or potential penalties) should the retiree pass away. (District managers with lifetime benefits do not have to worry about their surviving spouse. Currently the District continues to pay benefits to the surviving spouse of retired managers for their lifetime).

As a result of retirees not enrolling in Medicare when they are eligible, the District is paying over \$30,000 annually for each of over 300 retirees entitled to lifetime benefits who have not enrolled in Medicare's Part B. If these retirees enrolled, the District's cost would be about \$5000 per retiree and they would receive a plan that is claim-free with no deductibles or out-of-pocket expenses. (See "What Is Companion Care")

Because of HR's false narrative about Medicare enrollment, many insurance carriers refuse to bid on the District's health coverage because actives are combined with retirees. If retirees did enroll in Medicare Part B, there would be more options for active's coverage with an estimate annual savings of \$3 million and a reduction in the District's unfunded liability – savings that could bring down the cost of family PPO coverage and make it affordable for all District employees with families.

Currently the Board of Trustees are looking to end HR's decade of false information by requiring all District retirees to enroll in Medicare and eliminating lifetime benefits for the surviving spouses of retired managers.

The comments in this article do not reflect the employees currently employed in HR and Risk Management. These individuals are working hard to change a culture that was created by those no longer in the employ of RSCCD.



What Is Companion Care?

Companion Care is the supplemental plan that complements Medicare for retirees who reach the age of 65. As a District employee you and a designated dependent may receive Companion Care at no cost until you reach age 70 or for your lifetime depending on your date of hire.

In coordination with Medicare, Companion Care provides claim-free benefits. Unlike the current Anthem plan for actives, retirees pay no co-pays, have no deductibles and there is zero out of pocket expenses. In addition, the plan provides coverage out of the country and because it is independent of the District insurance carrier, retirees do not have to worry about changing doctors should the District change carriers.

Companion Care is a well-deserved benefit for our retirees.

THE NEXT BOARD MEETING:

THE NEXT FARSCCD Rep:

**Fall Semester 2021,
September @ 4:00 pm.**



If you have any questions or need any help, please don't hesitate to email us at FARSCCD@gmail.com. Please visit our website (FARSCCD.org) for more information, current contracts and MOUs, and Executive Board member contacts.

From: Karen Dennis

Sent: Monday, September 13, 2021 8:19 AM

Subject: Attack on Retiree Health Benefits

This proposed contract has severely impacted me! My premiums will no longer be paid for, and I am being forced into another plan that I do not want, and my choice of doctors is severely limited. This was NEVER part of my retirement package of 2015. **The slide from the Town Hall PowerPoint shows that the current employees have no impact and everything remains the same!** This is what I want — NO IMPACT!

To me your discrimination against the elderly who had no warning about this maneuver is a violation of contract. **Retirees have been singled out and eliminated from a medical health benefits contract** without any retiree input on the contract. You have decided the penalty you pay is a benefit instead of remembering to honor retiree's years of service to the District by funding the premiums.

During my years of service at RSCCD and working on contract negotiations from time to time, I knew retirees were valued and always a part of the RSCCD family. I have enjoyed my PPO plan and value my doctors. Incidentally many doctors do not take Medicare and have signs in their offices saying that they do not accept Medicare. I have established doctors who have overseen my health care for years, and I do not want to lose them. I could go on and on about the problems with having Medicare as my main plan, but that is not my point here. **My point is to protest the obvious decision to eliminate benefits to retirees and then force us into a less than adequate health care plan.** I do not want Medicare. I want my PPO plan after 35 years of service. Current retirees should be grandfathered in and negotiations should be started for new retirees to have a **choice of Medicare or not.** You would not have to pay for penalties but rather premiums.

I was hired in 1984 and clearly remember the negotiations about having Medicare offered after 1986 to people age 70. It was a long negotiated process and people were informed when hired. I also remember some negotiations regarding salary increases that did not materialize, but statements given that at least our medical health benefits were in place. In addition I remember the establishment of a fund that grew to 40+ million dollars for the medical health benefits in the future. I would like to know who is monitoring this fund, too.

To me, you have overlooked the ramifications of this contract. You could have had Medicare as a choice, but to require retirees of a certain age to enroll in a plan that they had no part in negotiating is not legal nor is it ethical. Retirees also need a voice in the negotiation process. I feel very isolated and alone trying to get my voice heard. I do not have a directory of names now that I am retired. Retirees need an advocate who will at least look out for their interests. This news is a "bolt out of the blue." I am devastated.

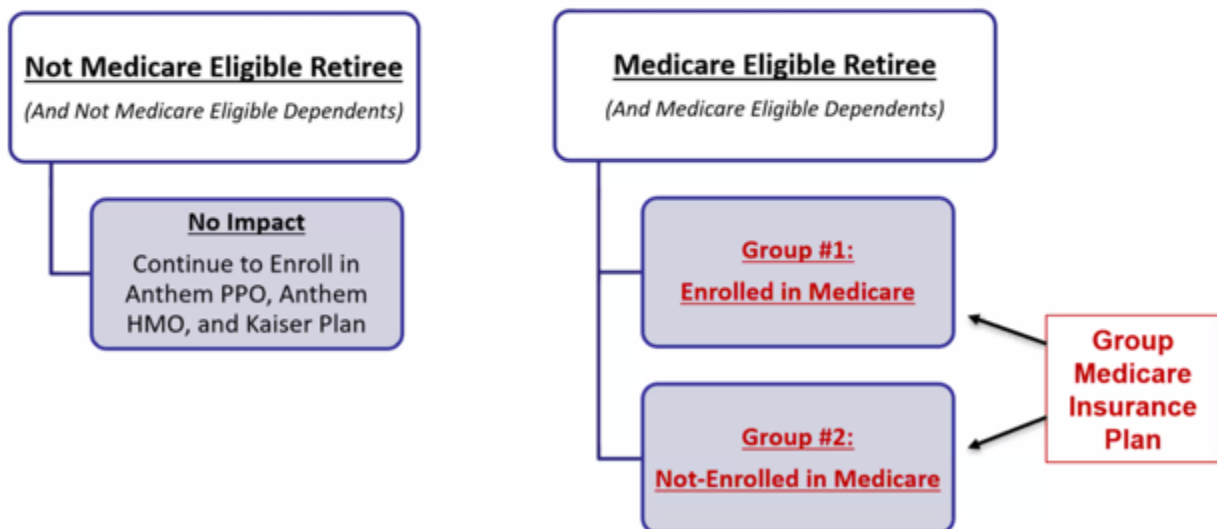
Karen Dennis

Retired Professor after 35+ years of service; CATESOL Past President; CATESOL Education Foundation Co-Founder; Community Activist

TWO SLIDES FROM THE TOWN HOUSE MEETING ON ZOOM:

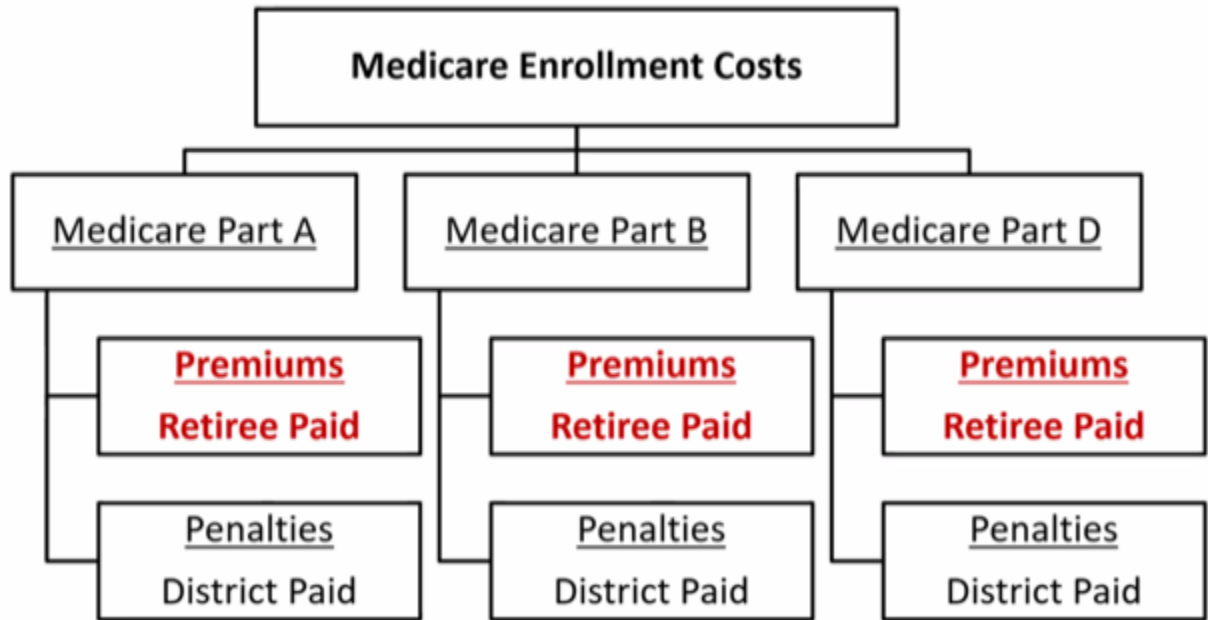
Impacted Retirees and Eligible Dependents

- The following are the Medicare eligible retirees that will be enrolled in the Group Medicare insurance plan:



(Notice the singling out and eliminating of retirees from the current PPO offering to others).

Group #2: What are the costs of Medicare enrollment?



I was hired before 1986 and had negotiated benefits of paid insurance for life. This benefit is now being threatened in the proposed contract.

From: HART FAMILY
Sent: Sunday, September 12, 2021 5:22 PM
To: Gerard, Debra
Subject: to Board of Trustees

Dear Board of Trustees,
I was hired in January 1983. My contract guaranteed me LIFETIME HEALTH insurance, not lifetime Medicare supplement. This new "deal" would force me to begin to pay \$300-400 per month for Medicare Part B and D which was NOT part of my contract. I'd say any moron would call that a Breach of Contract. So my vote is LAWSUIT!!!!
Christy MacBride-Hart
Math Department
1983-2015

From: Karen Janssen
Sent: Monday, September 13, 2021 10:59 AM
To: Gerard, Debra
Subject: Board meeting today - Help?

My name is Karen Janssen. My husband Arthur Janssen was a Data Base Administrator at Santa Ana College. I don't understand what is going on at this board meeting but here is what I told Michael Lewis when I first heard about this.

"I just read your letter and here is something to add to the complaint. My husband (Arthur Janssen) was demoted from administration, along with a small group of other employees, because he didn't "administrate" any other staff under him. To sweeten the pot they were all guaranteed lifetime health insurance, THE SAME AS CURRENT EMPLOYEES, for them and their spouse. When Art died they were about to put me on the standard track, whatever that was, until I asked about his contract guarantee. Since then I have been on the same policy as current employees. Apparently I am not to continue on that? I wasn't able to attend the computer meeting at which this was discussed and which you are apparently referencing in this letter. But if this is accurate they are in violation of Art's contract."

Karen Janssen <ilea-ak@charter.net>
541-956-6067

I believe there were only a handful of staff affected by this and they had to have retired from SAC with that contract still in force - which Art did! When each of us became 65, Medicare apparently became "primary" and then the SAC insurance kicked in to pick up whatever Medicare didn't pay for.

I don't know how to use ZOOM so I need some information from you so that I can be at the meeting this afternoon. I will be online and my phone land-line is above. If I don't answer that, my cell is 541 218 3458 and I will put it in my pocket if I must be away from the land line.

Karen Janssen

To the BOT, administrators and staff of RSCCD

I'm Margaret Manson and I am speaking to item 6.3. I was hired as a full time faculty member in 1978, and retired in 2006. As Instructional Dean at the Orange Campus, I helped develop SCC into a separate college. My last administrative position was VP of Academic Affairs. I have bargained for faculty, and as a district administrator, including Interim Director of HR, represented the district. Prior to my retirement, I returned to full time teaching.

On August 18, I received an email from Diane Loya indicating that I probably knew about changes to retiree benefits. Let me be perfectly clear. I did not know about these changes, who made this decision or who represented or advocated for retirees in any bargaining or deliberation process. I also did not know the full intent of the district was to eliminate the district promise and practice of lifetime benefits, **fully paid for by the district**, for employees hired prior to 1986. According to one source, retirees are targeted because "they are the low hanging fruit." I agree. Retirees can be older, geographically scattered, have health issues and are not at the bargaining table. They and I have relied on union negotiators, district administrators and ultimately the BOT to protect our interests. It is callous and unconscionable for the district to target retirees because they are the most vulnerable.

I read the June FARSCCD newsletter and also saw a communication from Cheng Yu accusing previous HR and district leadership of misleading faculty over many years regarding Medicare enrollment. This this is a false narrative, and is being used by FARSCCD to ensure current faculty will pay less for the PPO option, even at the expense of retirees. Hence, the low hanging fruit approach. To accuse district leadership of misleading employees does not accurately reflect the process since it is the BOT that ultimately approves these agreements. So lets be honest here, after you strip away the accusations, finger pointing, slick slide shows, district indignation and Medicare lauding, the truth is retirees who were hired before 1986 are now being forced to pay for insurance premiums provided and promised them over the past 35 years.

Several current district leaders are fairly new to the district and do not have the institutional memory that helps to understand RSCCD history or culture. But it is astonishing that any educator or educational leader from any institution would not see the injustice in this decision. I am also disheartened that long serving board members are so willing to abandon their commitment to district employees. It is shameful that the retirees being forced out of their promised **district paid benefit coverage** are the same employees who built and sustained this institution over decades of service. Finally, I have no illusions that benefits for retirees won't be "revised" again to satisfy the bottom line or address personal agendas regardless of the ethics or morality of the decision.

From: LYNN MEININGER
Sent: Saturday, September 11, 2021 8:28 PM
To: Gerard, Debra
Subject: Elderly abuse via Santa Ana College renegeing on past contract.

Is there any way to convey this message prior to the meeting?

From: Marilou Morris
Sent: Monday, September 13, 2021 10:53 AM
To: Gerard, Debra
Subject: Comments for the Meeting of September 13 - Agenda Item 6.3

1. My name is Marilou Morris. I was a full-time faculty member at Santa Ana College/RSCCD from 1973 to 2016.
2. I am speaking directly to Item 6.3.
3. I didn't know about this action.
4. This completely reneges on the Board's legal commitment to provide District PAID retiree benefits.
5. I protest this change to our existing medical benefits and ask the Board to not approve 6.3 tonight. You have not considered the impact on retirees or active employees who also are adversely affected by your sudden and unilateral decision.

From: Barbara Palmer
Sent: Monday, September 13, 2021 10:55 AM
To: Gerard, Debra <Gerard_Debra@rsccd.edu>
Subject: COMMENTS FOR THE MEETING OF SEPTEMBER 13, 2021 Re: Agenda item 6.3

Hello, my name is Barbara Palmer. I was a Santa Ana College Librarian for 28 years, and I served on both the FARSCCD Executive Board and Negotiating Team. I am speaking to agenda item 6.3 which I ask the Board NOT to approve tonight. Prior to Diane Loya's email to me dated August 18, 2021, I had no knowledge of the Board's plan and subsequent vote to mandate Medicare enrollment for all eligible retirees. Receiving this news in this manner caused profound anxiety and stress. This arbitrary decision changes the District's existing and long-standing medical benefits for RSCCD retirees from District-paid medical benefits to retiree-paid Medicare. By this action, the Board of Trustees has reneged on its legal commitment to provide District- paid medical benefits to retirees-- benefits that were bargained in good faith and benefits that until now were honored by the District. Forty years of the District's commitment to retirees kept and fulfilled through contract interpretation, District policies and practice cannot be erased. Please pause and thoughtfully reconsider your decision and **do not approve 6.3.**

From: Julie Slark
Sent: Monday, September 6, 2021 8:06 PM
To: Gerard, Debra
Subject: CORRECTION-DATE: COMMENTS FOR THE MEETING OF 9-13-21-HEALTH INSURANCE

These comments are respectfully submitted to the RSCCD Board of Trustees members, in writing, as I am unable to participate in the September 13, 2021 meeting and contribute public comments at the meeting live. How I remember the BOT meeting venue(s), however, having been an employee of RSCCD for 31 years, having worked with some of you, and being a leader and part of many historic developments and transitions of RSCCD during the timeframe 1977 to 2008! RSCCD was my family, and I attended many groundbreaking BOT meetings!

Attached to my comments is the letter to you from RSCCD Professor John Smith. His letter serves as a preface to my comments, and reflects my outrage, which is to my fullest extent, regarding the BOT's recent decision to suddenly void the health benefits provided to retirees hired prior to 1986, such as myself, contrary to practices in place since I was hired in 1977, and for 43 years forward, at least. (I'm in the management employee group, which has typically received the same health benefits as faculty, for whom Professor Smith speaks.) (However, to my knowledge, retired managers haven't received notification from the District about this upcoming critical change.)

The mandate to suddenly use Medicare Parts A, B, and others, as well as an amorphous RSCCD Medigap plan frightens me! Overall, I'm troubled that the Board hasn't proposed phasing in this new practice, implementing it over a two- or additional-year time frame, or for new hires, or for new retirees, such as has been done by some agencies relative to such an extensive change in the middle of current ongoing practice! I wonder what the cost savings to the District would be to implement this practice for solely pre-1986 hires (who were promised lifetime benefits), especially relative to the massive ill will that is being created? (It seems there are precious few "pre-1986ers" left---two of my closest colleagues passed away within the last 18 months, and both heired their respective foundations.)

Not only am I angry, disappointed in RSCCD leadership, and appalled at your lack of apparent compassion for the community that has made RSCCD what it is, I am stressed and can't sleep at night! In my case, I'd be happy to pay the costs for maintaining current health coverage--- it's the sudden Medicare requirement that frightens me. I wonder whether the Board has fully understood how its sudden decision could impact retirees such as myself, besides monetarily. My comments are intended to share with you the stress that you have caused me, as an example of one sort of impact that you may not have considered.

You see, on July 10 of this year, less than two months ago, due to no fault of my own, I was diagnosed with lung cancer. On July 21, I had lung lobectomy surgery.

Had this happened after your new policy was implemented, my lung surgeon would not have been available to me. If I need additional surgery after the new policy is in effect, I don't know whether the existing providers and care that I'm receiving will be available via "Medigap".

In fact, at one point last week, a hospital worker mistakenly thought I was a Medicare patient, and she was unable to obtain authorization for a pain reduction procedure that my doctor had ordered. As soon as the correction was made for Anthem Blue Cross, I had the procedure done (and my pain has declined).

So, in sum, I am suddenly a lung cancer victim, with Anthem Blue Cross PPO, and a course of treatment and care underway. But now, what will happen?? This is what keeps me awake. Once, I was all brain and ears and eyes and tasking, "16/24", to develop and move an RSCCD agenda(s), and now I'm afraid I can't mentally focus, at a time like this when I'm not well, on your Medigap (which isn't really defined) and Parts A, B, D very non-specific materials. You've thrown me a wrench, at a bad time, and contrary to your promises of decades.

Board of Trustees,

Rancho Santiago Community College District

As a retired professor and teacher of the year (1996) at Rancho, as well as a board member and officer of FARSCCD for 34 years, I must express outrage over the action taken by the Board of Trustees on August 9, 2021. During this meeting, you voided the retiree health and welfare benefits that were supported by a thirty-five (35) year old past practice which allowed faculty hired before 1986 to continue under the medical insurance provided to active full-time faculty for life and for faculty hired after 1986 to receive that coverage until the age of 70.

It appears you were joined in this attempt to illegally terminate past practice by the faculty union; however, it must be pointed out that the presentation by Barry Resnick is not relevant as he is not a current FARSCCD board member and is not a retiree. Barry claimed that retired faculty had been contacted and were "OK with this." This is simply untrue. My wife, retired after 39 years teaching for Rancho, and myself, retired after 41 years teaching at Rancho, are among numerous retirees who were never contacted. Not only were we never told anything about a change in retiree benefits, we only learned of your vote through another staff member very concerned about on-going care. In fact, it is fair to say that the majority of retirees, if not all, did not know this vote was to be taken and were blind-sided by this egregious action. In any event, Barry Resnick had no status or authority to represent the retirees at all, whether as an individual or a member of the FARSCCD Board.

You should know that under both state and federal law, an employer cannot reduce or eliminate vested or promised health and welfare benefits of retirees. Furthermore, a union cannot negotiate or bargain on behalf of retirees since the union, under PERB precedent, only represents current employees. Therefore, FARSCCD cannot agree with the employer to change, reduce or eliminate any retiree rights in force at the time of retirement. What FARSCCD should be doing is maintaining the contracts that their members retired out from and representing the best interests of their active employees. Current faculty will be losing a major benefit as witnessed by FARSCCD's cooperation with the District to throw away this long-standing insurance provision without going through a collective bargaining process. It is also clear that active faculty members had no idea this had happened.

Retirees have relied on contract after contract which indicated we did not need to enroll into Medicare at all. Nowhere in the FARSCCD contract does it mention Medicare and throughout the years retiree benefits have been in place, the District has never talked about or required anyone, in any employee group, to buy or use Medicare. It wasn't even legal to allow California teachers to enroll into Medicare until 1993 – seven years after the contract language that you are now using as a pretext to justify your reversal of decades of health care benefits for retirees was written. The language could not have had anything to do with Medicare as that option did not exist for faculty at that time; yet you continue to promote an agenda to destroy retiree medical benefits based on a passage that was never implemented for 35 years, let alone meant to apply to Medicare.

Also, we all know that the District not only never required any retiree to get Medicare in the 35 intervening years, it also set up a Trust and funded it to provide for District paid benefits for retirees. There is currently over \$40 million in that fund. Until last year it was obvious that the District and the Board planned, understood and provided for its commitment to the retiree medical obligation accordingly.

Never in my 34 years as union negotiator have I witnessed such a brazen attempt to rip a contract provision from faculty, who are the heart and soul of Rancho's educational excellence. No doubt the attempt to mollify people with a promise of Medicare Gap insurance is a work-around trying to make palatable your shameful relinquishing of your responsibility to protect the legacy and reputation of Rancho.

What do you plan to do with that \$40 million if it is not going to be used as intended? Do you really believe that the clear understanding of retiree medical benefits suddenly cannot exist in the way they were promoted and funded for years

I know I am not alone when I say I find your action unconscionable – probably illegal – and the worst example of disregard for employees in Rancho's history. As Trustees, your duty is to act responsibly with integrity and honor in your actions and commitments. You have shown you cannot be trusted to honor District commitments and that is a matter we will all have to deal with.

Sincerely,

John L. Smith

Professor of mathematics, retired