



GOVERNING BOARD MEETING MINUTES

South Bay Regional Public Safety Training Consortium

Thursday, July 16, 2020
10:00 a.m. – South Bay Regional Public Safety Training

Zoom Meeting

I. Call to Order

Dr. Kathleen Rose called the meeting to order at 10:02 a.m.

Present:	Dr. Kathleen Rose	Gavilan College
	Mr. David Martin	Monterey Peninsula College
	Mr. Michael Renzi	Gavilan College
	Ms. Michelle Schneider	College of San Mateo
	Ms. Gerlinde Brady	Cabrillo College
	Dr. Chris Dela Rosa	Ohlone College
	Dr. Ghada Al-Masri	Ohlone College
	Dr. Cathryn Wilkinson	Hartnell College
	Mr. Brad Deeds	Lake Tahoe Community College
	Mr. Jeff DeFranco	Lake Tahoe Community College
	Ms. Linda Vaughn	SBRPSTC
	Mr. Gregg Giusiana	SBRPSTC
	Mr. Ernie Smedlund	SBRPSTC
	Mr. Edward Flores	SBRPSTC
	Mr. Michael Manning	SBRPSTC
Absent:	Mr. Michael Claire	College of San Mateo
	Dr. Jon Knolle	Monterey Peninsula College
	Dr. Kathleen Welch	Cabrillo College
	Ms. Linda Wilzcewski	Hartnell College

a. Approval of Agenda (A)

Motion: Dr. Chris Dela Rosa 2nd: Mr. David Martin

Agenda approved unanimously

II. Approval of Minutes (A)

a. June 18, 2020

Motion: Dr. Cathryn Wilkinson 2nd: Ms. Michelle Schneider

6 in favor / 1 abstention / Motion carries

III. Public Comment

No public members present.

IV. Closed Session: None

V. Business

a. President’s Contract & Revised Goals (A)

The Board voted to support Ms. Vaughn’s Contract with its current terms and to extend her contract, for the next year, with an opportunity to review at mid-year.

Mr. Jeff DeFranco thanked Linda for her responses to the feedback that was provided by the Board.

Motion: Dr. Cathryn Wilkinson 2nd: Ms. Gerlinde Brady

Motion approved unanimously

b. Updated 2020-21 Preliminary Budget (D)

Ms. Linda Vaughn shared that based on the direction of the Board, from the last meeting, the budget was adjusted. She also shared that this may be the tightest budget the Consortium has had to build. Both options (SCFF/Hold Harmless) were presented with the proposed changes. Some of the costs that were cut from the budget include; frozen vacant positions, reduction in part-time salaries and an analysis on revenue share trends. Overall, this removed about \$900k from the budget. The SCFF Budget that was presented in the last meeting showed a deficit of approximately \$1.2 million. With the “Expense Reductions”, this number dropped to \$398,453. This does not include the rent expense to Gavilan, which is expected to be about \$655k. This expense will also have an impact on the budget.

Mr. Martin had some questions regarding the supplemental allocation trends. Ms. Vaughn reported that we only had 3 years’ worth of the success criteria. Based on that average, and the current situation we are faced with, we are expecting to have fewer Basic Academy courses with smaller class sizes. This will also have an effect on the number of students we have that are eligible to receive financial aid.

Ms. Vaughn reviewed the Hold Harmless Budget. This budget reflected a deficit of approximately \$97k. After including the Expense Reductions, the balance shows a positive balance of approximately \$738k. Even including the rental expense, the balance would remain positive at \$83k.

Mr. Dela Rosa wanted to know which budget scenario is the Consortium currently using? Ms. Vaughn reported that the current allocation letters that were sent out did not include an FTEs value per college. This is dependent on the discussions and the decision that the Board makes. Mr. Gregg Giusianna advised that in FY19-20, the Hold Harmless Budget was utilized. Overall the average Expenses, for the last 4 years, falls around \$12 million.

Ms. Vaughn shared her concerns about the assumptions on averages of the Students who receive Pell Grants. Based on FY18-19, there were 22 students who had received Financial Aid/BOG Waiver/Pell Grants. However, with recent limitations with Self-Sponsored students, this number can possibly drop to about half.

Ms. Vaughn also shared a “Break Even Budget”. This does not include the rental expense of about \$655k, but is based on a set rate of \$2779/FTEs.

Mr. DeFranco asked if the \$180k in indirect expenses is accounted for on all proposed budgets? Ms. Vaughn clarified that the \$180k in indirect expenses is accounted for in all proposed budgets and that the \$655k for the rental cost has not been included.

Dr. Wilkinson had a clarifying question in regards to the 2373 +60 FTEs, what does the +60 refer to? Ms. Vaughn replied that 2373 is what South Bay generates and what is actually invoiced to the Colleges. The +60 refers to the 30 FTEs generated at the both MPC and CSM sites. We generate 30 FTEs at each of those colleges to cover the overhead expense associated with presenting the Basic Police Academy at those locations, in lieu of rent. Those colleges don’t receive invoices for those FTEs. Dr. Wilkinson also wanted to know if all 2373 FTEs have been allocated? Ms. Vaughn replied yes, those allocation letters were sent out in April/May.

Mr. DeFranco had a question regarding the Hold Harmless FTEs rate, is this based on the FY17/18 rate? Ms. Vaughn clarified that the rate was based on the FY17/18 rate. The actual dollar amount is calculated to \$3090.55.

Mr. Martin had a question based on the SCFF Budget, regarding the reduction in supplemental funding, the proposed revenue shows \$482,504. Is this correct? Previous years projections show this number at about \$750k, is the COVID-19 situation projecting to have that much of a significant impact on the reduction of revenue? Ms. Vaughn explained that in FY18-19, we had 22 students who received Financial Aid/BOG Waiver/Pell Grant. In addition, San Jose PD hosted

3 academies creating a higher volume of students. San Jose's academies alone were generating at least 180 certificates of achievement. When the Pandemic began, we had to reduce the number of Self-Sponsored students who can attend the Basic Police Academy. The current Academy at CSM only has 2 self-sponsored recruits, and the Basic Police Academy that started in San Jose, in April, doesn't have any self-sponsored students due to the COVID-19 limitations. We are hoping to have at least 9 – 10 Financial Aid/BOG Waiver/Pell Grant students in FY20-21. Sponsored students do not qualify for financial assistant due to the income they receive from their sponsoring agencies.

Mr. Smedlund reviewed the Financial Report Update with the Board. He pointed out that there was about a \$1 million difference from the April report to now. Some significant increases and decreases can be seen in the following areas:

- <- \$10k> in apportionment, due to the refund to Mission College. The anticipated net increase is about \$266k
- Contract Revenue increased by \$184k. South Bay was able to present a few Contract courses before the end of the fiscal year.
- Driver Training, POST was invoiced about \$100k before end of year.
- Testing income, testing was shut down due to COVID-19. We were able to resume testing and generate an additional \$70k.
- Bookstore sales increased about \$154k with the additional courses we were able to present.
- Registration also increased by about \$125k.
- Refunds to Agencies and Students increased by about \$59k

Overall a net about \$916k in revenue. However, this is still \$2.6 million less than we expected. Expenses are calculated to be about \$340k less than expected. This includes a \$82k in salary savings. Overall there was an increase of about \$2.7 million in expenses.

Mr. Smedlund wanted to provide additional comments on the lease payments to the colleges (MPC/CSM). These are shown on each monthly invoice as a credit. In reality, South Bay has always met and provided full funding value to those colleges. We do not receive any portion of those rent FTEs and those amounts are not included as part of the allotment to the colleges. Final invoices will be sent out by the end of the month.

Mr. Martin wanted to know if there have been any discussions on utilizing the \$2.2 million sitting in deferred maintenance to supplement any unexpected costs and lower the deficit in the given year? Ms. Vaughn advised the board that the intention is to use the general fund balance first, to balance the budget, and leave the \$2.2 million where it is until it is needed.

Dr. Dela Rosa advised that due to recent events, the state has given the colleges some deferrals in terms of revenue, does the Consortium anticipate any effect of the deferrals on the cash flow? Ms. Vaughn shared that the Consortium will

accommodate the colleges as best as we can. So far, we have already assisted Hartnell College with deferred payments.

Dr. Rose wanted to clarify that Contract Ed courses are coming back, does the Consortium anticipate that they will continue to catch up with these courses or will they continue to track at the same level in FY20-21? Mr. Smedlund shared that the courses have been budgeted for, however, with continued COVID-19 restrictions it's hard to say. Regardless, courses are scheduled out for now.

Mr. DeFranco asked the Board, "What is the next step?" Ms. Vaughn shared that the Board had approved the Preliminary Budget in June. The Board had asked for additional information which was presented today. Since this item was for discussion, she asked the Board for direction on which budget model the Board would like to see for the Final Budget to be presented at the September meeting. A vote was taken and the SCFF Budget Model was chosen unanimously.

c. Coyote Valley Site Invoice (A)

Ms. Vaughn shared, that at the direction of the Board from the last meeting, we have been working with a Realtor and Council to review the current and the future Joint Lease Agreement. We have received an invoice from Gavilan College for the overhead costs associated with the Coyote Valley site for \$180,462.00, through May 2020. This invoice has been brought to the Board to authorize payment, since beyond Ms. Vaughn approval limitations. This was not included in the 2019-20 budget and will be an additional expense.

Mr. Renzi advised the Board that Gavilan's District was incurring more expenses than what the original contract allowed. Statutes in the current contract state that primary use of the facility was funded by apportionment. However, 40 FTEs was not fully funding the expenses that the facility was generating. The facilities annual incurring expenses total to about \$180k to \$200k. He does agree that the campus was designed more for the benefit of the Academy and hopes that, together with the Board, they can come to an agreement on what is fair for the benefit of Gavilan and to the Consortium.

Dr. Wilkinson asked Mr. Renzi if there is somewhere in the current agreement that states that Gavilan is able to bill South Bay in the excess of 40 FTEs? Dr. Rose advised that in 6.1.2, in the agreement, there is a clause that states that Gavilan can revise the agreement during year three and beyond. She also clarified that no cash rent payments were received in FY19-20. There have also been conversations with South Bay regarding the processing of employment paperwork for them that had not been reimbursed. The invoice that was sent to South Bay was based on what they thought was fair. Gavilan is no longer able to cover the expense of the property.

Dr. Dela Rosa asked if South Bay is the sole occupant of the Coyote Valley? Dr. Rose responded and advised that Gavilan College is no longer on the Campus. Ms. Vaughn clarified that only the Gavilan Motorcycle Contract Ed course continues to run courses on site. Mr. Renzi clarified that the invoice does not include the incurring expenses made by Gavilan while they were on campus early on FY19-20. Since the new contract is considered a Non-Exclusive Use Agreement, he added that if the District needs to use the facility, it is granted that Gavilan will incur that cost, not South Bay.

Mr. DeFranco agrees that it makes sense that the Consortium pay a rental fee rather than the exchanges of FTEs. It's clear that the value of the 40 FTEs may not have been a fair trade for rent. He would like to know that the JPA has been properly counseled and also wants to make sure that everyone is treated fairly and made whole in the new agreement. Ms. Vaughn clarified to the Board that South Bay has consulted counsel and they reviewed both the old and the new agreements. There was a question about the lease revenue bond. Has this been repaid? And if so, the contract includes language to move us forward for the entire ten years for which the contract was originally authored. With that being said, the 40 FTEs was the only obligation to Gavilan College.

Ms. Vaughn advised the Board that she would like to keep the discussions about the new contract separate, since this item was solely for the Facility Invoice that was received. She does acknowledge that the decision on this item will have implications to South Bay's and Gavilan's final budget. She also understands that the current agreement was made under the last Gavilan administration. However, it was offered by Gavilan, and South Bay has always fulfilled those obligations. Ms. Vaughn feels that South Bay has done their due diligence with negotiating the terms for the new contract.

Mr. Martin had a question in regards to the Revenue Bond in 6.1.2, has this bond been paid off? Mr. Renzi replied that yes, the bond has been repaid. When Measure E was passed, the bond paid off the Lease Revenue bond of the property.

Dr. Rose asked the Board for direction on the item. Dr. Dela Rosa addressed the sense of urgency this item may have for the Consortium and for Gavilan to be able to close their books for FY19-20. Dr. Wilkinson agrees that delaying the item may not be in everyone's best interest as well. Mr. DeFranco agrees that, in the future, it may be best to have these conversations in closed session with counsel. However, he understands that this may be a one-time invoice. He also had a question regarding the Salary and Benefits, does Gavilan currently administer all the payroll and benefits of the JPA employees? Dr. Rose clarified that Gavilan has been assisting the JPA with all employment application processing for instructors. Gavilan asked if there could be some resolution for the cost that the District was incurring for employee services. Mr. DeFranco suggested that these services may be best to be outsourced. Although the current lease states that Gavilan will be administering Benefits and Salary support, it's

clearly not covered under the new Agreement. Ms. Vaughn replied that removing this from the agreement won't be an issue. Gavilan advised that the annual cost for this expense is about \$8900.00. South Bay won't have an issue authorizing the expense and including in the budget going forward.

Dr. Rose provided some history on the current agreement. She was not a part of the administration that came up with the agreement. She shared her appreciation of having South Bay on the property. However, the main goal is to do what is reasonable. It is not reasonable for Gavilan College to continue, as they have in the last three years, to provide additional operating costs. Together, with Legal Counsel, Dr. Rose believes that the new agreement is fair and reasonable.

Mr. DeFranco asked Ms. Vaughn which direction she recommends the Board to take on this item? Ms. Vaughn shared that the Consortium has discussed this with counsel and they advised that South Bay is not liable or responsible for the invoice. She asks the Board to look at the spirit of the original agreement, which says that if the lease bond had not been repaid, South Bay would've been responsible for half. Ms. Vaughn expressed that, in her opinion, if the board wanted to come to a compromise today, splitting those costs would be reasonable.

Ms. Vaughn shared that the 40 FTEs was met for FY19-20, which holds a value of about \$214k under the SCFF model. This does cover the cost associated by the invoice. However, Ms. Vaughn understands that the property also holds a value. If that value is going to go towards the property/tenancy, then she would like the Board to consider that South Bay should only have to pay half of what those expenses are. Dr. Rose wanted clarification in regards to the FTE allocation for FY19-20 was 550 and the final allocation was 536 for Gavilan. Ms. Vaughn agreed with Dr. Rose and clarified that Gavilan will only be invoiced for 497 FTEs since they receive 40 FTEs at no cost.

Dr. Dela Rosa asked if the Consortium will be expecting another invoice from Gavilan for the month of June? Dr. Rose clarified that this invoice covers the expense for the year and they don't anticipate sending out another one.

Mr. Martin wanted to add to the discussions made surrounding the spirit of the contract. He believes that this is a wise way to view the application of whichever direction the Board decides to take. Not only should a dollar amount be requested for rental, but the use of the facility and the costs that Gavilan has incurred should be considered. He supports the motion and would like to see a vote.

Motion: Accept the invoice and approval for the Consortium to pay the invoice as is.

Motion: Dr. Cathryn Wilkinson 2nd: Mr. Jeff DeFranco

Motion approved unanimously

d. Coyote Valley Facility Joint Use Agreement (A)

Dr. Rose shared with the Board the new agreement has been a culmination of several discussions over the last few months with South Bay. The agreement has been reviewed by Gavilan's Attorney, Sherman Wong. South Bay has also had the opportunity to review the agreement with their own Counsel. The agreement is set to be in effect beginning July 1, 2021. Based on the conversations today, there may be an option to table the item for further discussion in a closed session with Counsel.

Dr. Rose did report that on Tuesday, July 14th, the agreement was presented to the Gavilan College Board meeting and it was passed unanimously.

Dr. Wilkinson had a question about the shared facilities cost to the Board on page 52 of the meeting packet. She asked if the example shown was the cost of the rental divided to each member college that would be invoiced above and beyond the FTEs commitment? Dr. Rose clarified that the shared cost arrangement was proposed but would have to be discussed by the board.

Dr. Wilkinson shared that she would not have the authority to vote on this item today. Ms. Brady also advised that she would not be able to vote on the item and suggested that the item be tabled to a Special Board Session with Counsel.

Ms. Vaughn clarified to the Board, that at a prior meeting, the Board had requested to see what the numbers would look like if the cost was shared. It is not part of the agreement. Dr. Rose added that there is an expectation that the Board will share some sort of percentage of the final Joint Use Agreement. However, once the item is final, this item can be brought back to the Board for discussion to determine what that will be.

Dr. Dela Rosa had a question about the possible shared expense; It will not be expected of the member colleges to provide additional revenue? This expense will be a part of the operating expenses of South Bay? Dr. Rose clarified that should the decision be made for the colleges to assist with the expense, the budgets shared earlier include the expense of the rental agreement.

Motion: To accept the terms of the Coyote Valley Facility Joint Use Agreement

Motion: Mr. David Martin 2nd: Dr. Chris Dela Rosa

A vote was taken on the item and the motion failed. The item will be rescheduled for a Special Board Meeting next week.

e. Strategic Plan Update (D)

Ms. Vaughn shared with the Board that we are moving forward with the Strategic Plan and invited Mr. Ed Flores to speak more in this Item. Mr. Flores shared with the Board that there were a number of action items related to the organizations strategic flow. One of those items was the Board Member Orientation Handbook. A draft of the Handbook was provided to the Board for feedback and input at the January meeting. It is being brought back today for discussion, and input, as needed. It is a living document that can be revised at any time.

Dr. Rose thanked Mr. Flores for his work on the Handbook and appreciates the efforts with keeping it aligned with the Strategic Plan. As it is put into use, there may have to be revisions along the way.

Dr. Dela Rosa provided feedback on the Handbook. As a new Board Member, he shared that the Handbook was very helpful with providing history on the JPA and how the Consortium operates.

f. Cultural Sensitivity Training Presentation (D)

Dr. Rose acknowledged and thanked Ms. Vaughn for her work on this presentation. Ms. Vaughn shared the presentation at the Gavilan Board meeting and they all appreciated her time and effort of her presentation. This also helped the Board further support the work of South Bay.

Ms. Vaughn shared with the Board that from the call to action that came from the Chancellors office in light of the tragic event involving the death of George Floyd, she was asked by a number of different platforms to make this presentation to provide some background on who we are as a Consortium.

Ms. Vaughn shared a few different key points in her presentation:

- There are 3 locations where we offer the Basic Police Academy; Coyote Valley in San Jose, College of San Mateo and Monterey Peninsula College in Seaside. These academies are open to Self-sponsored and Agency sponsored recruit.
- The curriculum, that is delivered, is overseen and certified by the Commission on Peace Officers Standards and Training.
- The minimum hours of content and training they mandate is 664 hours. However, the Consortium offers over 900 hours. This is broken down into 42 Learning Domains, in which the Consortium added an extra LD on Stress Management.
- Cultural Diversity and Community Policing has been a part of the academy curriculum since the 1950's. It became its own Learning Domain in 1999. The content includes: Understanding the US History impacting prejudice, Cultural Sensitivity, Procedural Justice, Racial Profiling, Community Oriented Policing/Policy and People with Disabilities

- Curriculum is constantly being modified and updated, with modifications as recent as January 2020 and May 2020 for In-Service Training.
- De-Escalation training has always been a major component. With an emphasize on increase and decrease when needed.
- There is specific curriculum that address; Principled Policing, Implicit Bias, Community/Cultural Sensitivity, and Community Policing. POST requires 147 hours and the Consortium delivers an additional 56.
- There were questions regarding the banning on “Chokeholds” or “Carotid Restraints”, this has been banned and there is no longer any curriculum related to this training.
- A requirement to warn before shooting. Verbal communication skills are incorporated in the curriculum and recruits are taught that their best resource is their voice.
- The Consortium delivers 60 hours of additional Report Writing that include scenarios and ethical decision making.
- Our training components include; Lecture, Small group exercises, Scenarios and Simulator training
- There is a strong emphasize on Community. We want the recruits to realize that, as a Police Officer, they are the community. The recruits are required to participate in a community project as a class.
- Hiring practices are out of the academy’s hands. However, concerning behaviors are counseled, reported and documented to the sponsoring agencies and kept in the recruit’s permanent recruit files.
- We provide continued professional In-Service Training.

The Consortium, and the staff, are engaged at the Local, Regional and the State levels. We are active on POST Committees for curriculum review, scenarios and testing elements as well as several college advisory committees. There is always room for improvement and the Consortium wants to strive to always be better. California is far and above the rest of the Country on this type of training.

VI. Announcements

Dr. Wilkinson – Hartnell College has a new Interim President, Dr. Raul Rodriguez.

Ms. Vaughn – Recognized Mr. Ernie Smedlund for his hard work and dedication to the Consortium from the start of Shelter in Place order. While most of the staff was working from home, Mr. Smedlund went above and beyond to represent the executive team during this time.

Dr. Dela Rosa – Ohlone College has a new Superintendent President, Dr. Eric Bishop.

VII. Adjournment

Meeting was adjourned at 12:32 p.m.

Special JPA Meeting scheduled for Thursday, July 23, 2020

Next regular JPA Board meeting is scheduled for September 17, 2020