

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of May ²⁰⁰⁰~~1999~~, by and between the cities of BRAWLEY, CALEXICO, EL CENTRO, HOLTVILLE, AND IMPERIAL, all municipal corporations duly organized and existing under the laws of the State of California, the COUNTY OF IMPERIAL, a political subdivision of the State of California and the IMPERIAL VALLEY COLLEGE, hereinafter collectively referred to as "the parties."

WITNESSETH

WHEREAS, the parties are empowered by law to provide for certain services to protect public health and safety, and

WHEREAS, pursuant to the general laws of the State of California the parties provide law enforcement, fire protection, public safety training, emergency medical services and other public safety services, including mutual aid to other local jurisdictions in California and Arizona; and

WHEREAS, the provision of adequate public safety services depends upon effective training between and among local governments, as well as agencies of the Federal and State governments; and

WHEREAS, the parties are authorized to lease, purchase, acquire, receive and hold property for the public purposes of the parties; and

WHEREAS, the parties are also empowered to staff and operate training services for the provision of public safety services; and

WHEREAS, the parties desire to accomplish the aforesaid purpose by jointly exercising certain of their common powers in the manner set forth in this Agreement; and

WHEREAS, the agencies desire to form a joint powers authority pursuant to Title I, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (hereinafter referred to as "the Act") for the purposes of acquiring, equipping, staffing and operating a consolidated countywide public safety training center (hereinafter referred to as "the Authority").

WHEREAS, the parties desire to move forward with the approval of the Agreement, in the event that any party named in the first paragraph that fails to approve the Agreement will be excluded from the JPA. The remaining parties need not approve the JPA again, and acknowledge that the only other change in the Agreement will be to the total number of Board of Directors as outlined in **Section 3. Governance of the Authority.**

NOW, THEREFORE, the parties, for and consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

Section 1. Purposes

The principal purpose of this Agreement is to establish a consolidated training center by equipping, maintaining, operating and staffing a single-site Authority to provide public

safety training to the parties. Secondary purposes are to provide such services, on a contractual basis, to other governmental agencies and to serve as a forum for discussion, study, development and implementation of public safety training services of mutual interest.

Section 2. Creation of the Authority

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the parties, to be known as the "Imperial Valley Regional Public Safety Training Authority" (hereinafter referred to as "Authority"). The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities, and/or obligations of any of the parties.

Section 3. Governance of the Authority

The Authority shall be governed in the manner set forth in this Section.

3.1.1 Board of Directors

The Authority shall be governed by a 12-member Board of Directors, selected as follows:

- a) One elected official appointed by the governing body of each party.
- b) One representative selected by CAO of the County of Imperial and the City Managers of the cities to this agreement.
- c) One representative selected by the Sheriff and Chief of Police of the cities to this agreement.
- d) One representative selected by the Fire Chief of the County of Imperial and the Fire Chiefs of the cities to this agreement.
- e) One representative of the public works agencies from the parties to this Agreement, selected by the public works subcommittee of the Imperial Valley Association of Governments.
- f) One representative of Imperial Valley College District.

3.1.2 Terms/Vacancies

Of the members first appointed, the elected officials shall serve at the pleasure of their respective governing bodies. The representative selected by the CAO and the City Managers shall serve for an initial term of three years. The representative selected by the Sheriff and Police Chief shall serve for an initial term of two years. The representative of the County Fire Chief and the City Fire Chief shall serve for an initial term of one year. The members first appointed to represent Imperial Valley College District and public works agencies shall serve for a term of three years and two years, respectively. Their successors shall serve for a term of three years and until appointment of their successors, each term to commence on the expiration date of the term of the predecessor. Members representing cities, public works agencies, and Imperial Valley College District may be reappointed to one additional consecutive term.

A member of the Board of Directors, or alternate, shall cease to be a director if he/she ceases to be an employee in a designated position of a party to this Agreement, or if the public entity ceases to be a party to this Agreement as provided herein. Each director shall notify the Secretary-Treasurer of the appointment of his/her alternate representative.

In the event of a vacancy of a position designated to represent cities, Imperial Valley College District, or public works agencies, the resulting vacant office shall be filled for the unexpired term by their respective selection authority.

3.2 Officers

The Board of Directors shall elect a President and Vice President at the first meeting of the Authority, and at the January meeting annually thereafter. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his/her absence the Vice President, shall preside at and conduct all meetings of the Board of Directors. In the event the President or Vice President ceases to be a member of the Board of Directors, the resulting vacant office shall be filled by election at the next meeting following the occurrence of the vacancy.

3.3 General Manager

The Board of Directors shall appoint and employ a General Manager of the Authority, who shall serve at the pleasure of the Board of Directors and shall attend all meetings of the Board of Directors. The General Manager shall:

- (a) Act as the Authority's Secretary-Treasurer.
- (b) Fulfill all duties and responsibilities set forth in law with respect to maintenance of the Authority's operational and financial records, including but not limited to, those set forth in section 6505, 6505.5 and 6509.5 of the Act, described generally as follows:
 - (1) Establish, with the Board of Director approval, the annual budget format, accounts and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the training center;
 - (2) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices for a public entity and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;
 - (3) Enforce strict compliance with the approval annual budget and approve only expenditures authorized therein, or authorized by action of the Board of Directors;
 - (4) Ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto, as approved by the Board of Directors;
 - (5) Maintain sufficient liquidity in the Authority's invested funds to meet the Authority's cash disbursement needs, as approved by the Board of Directors;

- (6) Furnish monthly revenue, expenditure and funds status reports to the Board of Directors;
- (7) Maintain an inventory of all property of the Authority, and designate a custodian of the property;
- (8) Obtain and maintain general liability, automobile, workers' compensation, and property insurance for the Authority, and the directors' and officers' insurance; and
- (9) Make all books and records of the Authority open to inspection at all reasonable times by the Board of Directors, or their representatives, and any other person in accordance with provisions of law.

(c) Be responsible for the operation of the Authority's personnel system, and shall appoint all other employees of the Authority, except the Legal Counsel, in accordance with personnel rules adopted by the Board of Directors.

3.4 Legal Counsel

The Board of Directors shall appoint and employ a Legal Counsel for the Authority, who shall serve at the pleasure of the Board of Directors and shall attend meetings of the Board, as required, to advise in connection with any legal matters relating to the Authority. Additional counsel may be employed, as the Board of Directors deems necessary, or in the event of a conflict of interest involving the Legal Counsel.

3.5 Users' Committee

Pursuant to Section 6506 of the Act, an advisory Users' Committee is created, subordinate to the Board of Directors.

(a) Membership on the Users' Committee shall include a representative of each department party to this Agreement. Initially, such representation shall include:

- (1) A representative of each fire department of the parties;
- (2) A representative of each police department of the parties ;
- (3) A representative of each public works department of the parties receiving services of the training center; and
- (4) A representative of the Imperial Valley College District.

(b) A member of the Users Committee, or alternate, shall cease to be a member if he/she ceases to be an employee of a designated department of a party to this Agreement, or if the public entity ceases to be a party to this Agreement as provided herein. Each member shall notify the General Manager of the appointment of his/her alternate representative. Each member of the Users' Committee shall serve an indefinite term unless removed by the department or agency by which they are employed or as otherwise provided herein.

(c) The Users Committee shall elect a chair, vice chair and secretary at the first meeting following creation of the Authority, and at the January meeting annually thereafter. In the absence or inability of the chair to act, the vice chair shall act as chair. The chair, or in his/her absence the vice chair, shall preside at and conduct all meetings of the Users' Committee. In the event that any of these officers ceases to be a member of the Users' Committee, or is unable to continue in their elected capacity, the resulting vacancy shall be

filled by election at the next meeting of the Users' Committee following the occurrence of the vacancy.

- (d) The General Manager will act as secretary to the Users' Committee.

3.6 Meetings

The Board of Directors shall adopt rules for conducting their meetings and other business.

- (a) All meetings, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act as enacted and hereafter amended (commencing with Section 54950 of the California Government Code).

- (b) The Board of Directors shall conduct regular meetings, holding at least one regular meeting each quarter. The date and hour of any regular meeting shall be set by resolution of the Board of Directors, a copy of which is to be filed with the clerk of each party to the Agreement. Regular and special meetings shall be conducted at the training center, although a regular or special meeting may be called by the President at a different location pursuant to the provisions of the Ralph M. Brown Act.

- (c) Prior to April 1 of each year following adoption of this Agreement, the Board of Directors shall conduct an additional meeting, to be designated as the "annual meeting", at which the Board of Directors shall consider and adopt the Authority's annual budget for the ensuing fiscal year beginning July 1.

- (d) A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting, except that a lesser number of the Board of Directors may adjourn a meeting for lack of a quorum.

- (e) The secretary of the Board of Directors shall keep minutes of regular, adjourned regular, and special meetings. As soon as possible after each such meeting, a copy of the approved minutes shall be provided to the clerk of each party to this Agreement and each member of the Board of Directors.

3.7 Meetings

The Users' Committee shall meet at least every other calendar month. The date and hour and location of the regular meetings shall be established by the Users' Committee.

Section 4. Powers and Duties

The Authority, Board of Directors and Users' Committee shall have the powers and duties set forth in this Section.

4.1 Powers and Duties of the Authority

The Authority shall have the powers common to the parties as set forth in this Agreement, to wit: the power to purchase, acquire, receive, hold and lease real property, construct, equip, staff, maintain, operate buildings and related facilities for the purposes of

providing public safety training in Imperial County, and to contract with agencies of other government entities on a mutual aid or other basis.

The Authority is authorized in its own name to perform all acts necessary for the exercise of common powers, including but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To employ staff and agents;
- (c) To acquire, lease, construct, manage, maintain and operate any buildings, works or improvements;
- (d) To acquire, hold, or dispose of real or personal property;
- (e) To incur debts, liabilities or obligation;
- (f) To cooperate with other public agencies in the delivery of training services within Imperial County, or any territory adjacent thereto;
- (g) To receive gifts, contributions and donations of property and funds, services and other forms of financial assistance, from persons, firms, corporations and any governmental entity;
- (h) To rent or lease the training center to non-public agencies if it is in the public interest to do so; and
- (i) To sue and be sued in its own name.

The Authority shall exercise its powers as needed to implement the purpose of this Agreement. Pursuant to Section 6504 of the Act, the Authority is further empowered, and by this Agreement is required, to assess the parties to finance the operation of the Authority in the manner set forth in this Agreement.

Pursuant to the requirement of Section 6509 of the Act, all powers of the Authority shall be exercised in the manner provided in the Act or as expressly set forth in this Agreement, subject only to the restrictions on the exercise of such powers as are imposed upon the participating party City of El Centro in the exercise of its powers.

4.2 Board of Directors

The Board of Directors shall serve as the governing body of the Authority, and shall formulate and set policy for its operation, and shall exercise the powers set forth in Section 4.1 of this Agreement to accomplish the purposes of the Authority. The Board of Directors is responsible for the development of a consolidated public safety training center and program to serve the parties, and for leasing and/or construction of a facility and/or acquisition of property for its operation, and for its ongoing maintenance and operations costs.

4.3 Users' Committee

The Users' Committee will review programs and operations and make necessary recommendations to the Board of Directors and General Manager as they pertain to the training center's programs. The Users' Committee will establish at least six subcommittees (Law Enforcement, Fire Services, Emergency Services, Public Works, County Services, and Management), which will discuss issues pertaining to their respective disciplines or interests. When issues arise concerning the mutual interests of more than one subcommittee, an ad hoc

committee shall be formed to make recommendations on a timely basis, for discussion and action by the Users' Committee, General Manager and the Board of Directors.

4.4 Insurance

During the term of this Agreement, and any extension thereof, the Authority shall maintain the following insurance:

4.4.1 Workers' Compensation

Workers' compensation and employer's liability insurance as prescribed by applicable law.

4.4.2 General Liability Insurance

Comprehensive or commercial general liability insurance (bodily injury and property damage) the liability limits of which shall be not less than five million dollars (\$5,000,000.00) combined single limit, per occurrence.

4.4.3 Vehicle Insurance

Automobile bodily injury and property damage liability insurance, covering owned, non-owned and hired vehicles, the limit of which shall be not less than five hundred thousand dollars (\$500,000.00) per person, one million dollars (\$1,000,000.00) per occurrence for bodily injury, and one hundred thousand dollars (\$100,000.00) per occurrence for property damage.

4.4.4 Directors' and Officers' Insurance

Directors' and officers' insurance against any wrongful acts, breach of duty, neglect, misstatement, error or omission by Authority directors of officers, with a liability limit which shall not be less than one million dollars (\$1,000,000.00) combined single limit per occurrence.

4.4.5 Parties as Additional Insureds; Cancellation Noticed Required

The above insurance shall name the parties as additional insured, and shall provide that the parties will receive thirty (30) days' written notice prior to the cancellation or material change of the insurance.

4.4.6 Self- insurance

The Authority may elect to self-insure or participate in a self-insurance pool to satisfy the requirements of this section.

Section 5. Training Center

The Authority is empowered to lease, purchase or otherwise obtain the use of an existing facility, or to build a new facility if necessary, for the purposes of locating and establishing the training center. The Authority shall determine what equipment is necessary to operate the training center and shall contact, lease and/or arrange for the equipment for the training center to be provided by another public agency or entity established for the purpose or take such action as is necessary to provide such equipment.

Section 6. Fiscal Year, Annual Budget and Financing

The financial operations of Authority shall be generally conducted as provided in this Section.

6.1 Fiscal Year

The Authority's fiscal year shall be the twelve month period commencing each July 1, and ending June 30, except if the effective date of this Agreement is other than July 1, the first fiscal year shall be the short year commencing with the effective date of this Agreement and ending the following June 30.

6.2 Annual Budget

The Authority shall operate on an annual budget established by the Board of Directors. The annual budget shall:

(a) Be approved by two thirds of the members of the Board of Directors no later than April 1 of each year for the fiscal year commencing on the subsequent July 1, except that the first budget shall be adopted within 180 days of the effective date of this Agreement.

(b) Provide funding sufficient to cover the expected expenses of Authority such that the Authority will not operate at a deficit.

(c) Include a contingency reserve in an amount at least equal to five percent of otherwise budgeted and approved expenditures. Money from the contingency reserve may be expensed upon approval by a two-thirds vote of the members of the Board of Directors during the fiscal year. The Board of Directors may suspend additions to the contingency reserve after the third fiscal year of the Authority upon adoption by a two-thirds vote of the members of the Board of Directors upon a finding that the contingency reserve is sufficient to meet the needs of the Authority.

(d) Assess each party for its share of the cost of the operations of the training center, after including all revenues expected from executed contracts for training services to other public and non-public agencies. Any unencumbered funds available at the end of the fiscal year shall be credited against the assessments of the parties in proportion to the total of their assigned contributions. The annual budget of the Authority shall allocate the cost among the parties for each full fiscal year as follows: fifty percent (50%) of the allocated costs based on the ratio of a party's population to the total population of the county; and fifty percent (50%) based on the ratio of a party's assessed valuation of a real property to the total assessed valuation of real property of the county.

(e) Be transmitted to the clerk of each party to this Agreement with fifteen (15) days of its approval.

In the second fiscal year following the adoption of this Agreement, the Board of Directors shall develop a capital budget. Except as otherwise provided in this Agreement, the Board of Directors may decide all other budgetary matters by a vote of a majority of the total members.

6.3 Assessments

Upon adoption of the annual budget by the Board of Directors, and the forwarding thereof to the parties, the assessments fixed therein are automatically due and payable without further notice by July 15 of that year except that the first assessment shall be due and payable without further notice within fifteen (15) days after receipt of the budget by the clerk of each party to this Agreement. A five percent (5%) late charge shall be imposed upon assessment payments not received within thirty (30) calendar days following the scheduled date for payment. An additional five percent (5%) late charge shall be imposed if an assessment, including late charges, is not paid in full within sixty (60) days of the scheduled date for payment. If an assessment, including late charges, is not paid within seventy-five (75) days of the scheduled payment date, the party shall be in default and subject to immediate and automatic termination from this Agreement, and shall be liable for any defaulted payments, late charges, and costs of collection, including legal costs. In addition, a party terminated for non-payment of assessments forfeits any claim to any assets of the Authority.

6.4 Authority of the General Manager

The General Manager shall have the authority to fully implement the approved budget. The General Manager may recommend for approval by a vote of the Board of Directors expenditures for approval separate from the budget process, or seek authorization for budgetary transfers or others adjustments as necessary during the fiscal year. The General Manager shall not employ more personnel than authorized by the budget, nor shall he/she expend funds from the contingency reserve, increase the capital reserve, or increase the total amount of the approved expenditure budget, without approval by a vote of the Board of Directors.

6.5 Annual Statement of Financial Condition

Prior to the end of each operating year, a certified public accounting firm will be selected by the Board of Directors, and, not more than ninety (90) days after the end of the fiscal year, a report certifying the year end financial condition of the Authority, including statements of income and expenses for the year, assets and liabilities, and auditor's notes, if appropriate, shall be provided to the parties by the accounting firm selected for that purpose. The cost of the report shall be considered an operating expense of the Authority.

Section 7. Personnel

7.1 Authorization

The General Manager is authorized to act on behalf of the Authority in all matters of personnel administration, except as otherwise provided in this Agreement, including but not limited to hiring, supervisory direction, performance evaluation, disciplinary action, and termination in accordance with personnel rules adopted by the Board of Directors. The General Manager may employ supervisory and operations staff as deemed necessary, in accordance with the approved personnel rules, annual budget or amendments thereto.

7.2 Standards

It is the intent of the parties that training activities undertaken pursuant to this Agreement meet all standards for local law enforcement officers and local public safety dispatching established by the California Commission on Peace Officer Standards and Training pursuant to Sections 1350 (a) and 13510 (c), respectively, of the California Penal Code.

7.3 Transition Personnel

It is recognized that the creation of the Authority will mean that the parties may no longer employ the training persons with similar job duties, however, it is not the intent of the parties to offer the opportunity of employment to incumbent permanent training employees currently employed by each parties under this Agreement. It is further the intent of the parties that the termination of any person currently employed by the parties be accomplished in an orderly manner to minimize personnel problems. It is understood by the parties that this paragraph shall operate solely during and until the training center becomes fully operational.

Section 8. Term of Agreement

This Agreement shall become effective on the date first written above, and shall be binding upon all parties hereto, and shall continue in full force and effective until such time as the parties agree to modify or terminate the Agreement, in accordance with the provisions of Section 10.

Section 9. Termination or Withdrawal

Each party shall remain a party to the Agreement and shall share in the costs of start up and operation of the training center until the close of the fifth full fiscal year following the delivery of training services under this Agreement.

9.1 Defaults

If, in the interim, a party defaults on payment or any assessment as provided in Section 6.3, or otherwise breaches this Agreement, such party shall be automatically terminated as a party to the Agreement. The terminated party remains liable for the defaulted

payment and late charges for the balance of the year's assessment, and for the assessments remaining in the minimum term of agreed upon participation. Such subsequent assessments will be determined as if the terminated party were still a party to the Agreement, and the assessment shall be due and payable in full on the first day of the fiscal year for which is levied. After expiration of five full fiscal years of training center operations, any party defaulting on payment shall be automatically terminated and shall be liable for any defaulted payments and late charges remaining unpaid.

9.2 Withdrawal

A party to the Agreement may withdraw from participation in the Authority without penalty on the first day of July, 2003, or any subsequent fiscal year thereafter, upon one-year's written notice to the Authority of the party's intent to withdraw. Such withdrawing party shall perform all obligations under this Agreement until the effective date of the withdrawal.

Each party at the time of any debt issuance by the Authority is responsible for its share of the annual debt service payment regardless of whether it has withdrawn as a party to this Agreement.

9.3 Default

The Authority retains the right to seek legal redress, if necessary to obtain payment of all amounts due and payable for a party whose membership is terminated for non-payment of any assessments due. A party terminated for non-payment of assessments forfeits any claim to any assets of the Authority.

Section 10. Dissolution

After the close of the fifth full fiscal year following the delivery of training services under this Agreement, the Agreement shall terminate and the Authority shall dissolve if the parties unanimously agree to its termination by August 1 of that fiscal year. Dissolution shall be effective on the last day of the sixth fiscal year, unless the disposition of assets requirements of Section 11 are completed sooner and the parties unanimously agree to the early termination.

Section 11. Disposition of Assets

This Agreement may not be terminated or disposition of assets made to the parties until the Authority reasonably exhausts all means of collecting any monies due it, and identifies and satisfies all its obligations and liabilities.

The Board of Directions shall be required to formally accept a final accounting prepared under the direction of the General Manager before any disposition of net assets shall be made and termination of the Agreement completed.

If the cause for termination of the Agreement is a reduction of the number of parties to the Agreement to less than three, or by mutual Agreement, the total dollar amount of net

assets shall be apportioned among such parties according to the relative proportions of total assessments paid by those parties during the previous five years of the Agreement.

Section 12. Amendment to the Agreement

This Agreement may be amended at any time by unanimous consent of the parties. A proposed amendment shall be submitted to the Board of Directors for its review and a recommendation to the governing body of each party. The Board of Directors' recommendation may be accompanied by an alternative amendment to the Agreement. Each party shall either approve such amendment or return it to the Authority without approval within 60 days from the date of the notification by the Board of Directors of the proposed amendment. The General Manager shall notify each party of the action taken on each proposed amendment, and shall distribute to the parties a copy of the agreement, if and as amended.

Section 13. Additional Parties to the Agreement

Parties, as defined in the Act, which are not parties to this Agreement, may become parties hereto only by amendment to this Agreement as defined in Section 12, and subject to the following terms and conditions:

(a) The Board of Directors shall determine a buy-in fee for long-term fixed assets (capital expenditures) owned by the Authority at the time of the buy-in.

(b) The effective date of the amendment to this Agreement and inclusion of an additional party shall occur only on the first date of the fiscal year following adoption of the amendment admitting the party, and at such time, the public agency or entity becoming a party, and at such time, shall be entitled to all rights and obligations of the Authority, and shall be entitled to representation on the Board of Directors and Users' Committee in accordance with the Agreement, as amended.

Section 14. Severability

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, providing such remaining portions or provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter in the first instance.

Section 15. Agreement Not Partnership or Joint Venture; No Third Party Beneficiaries

Nothing in this Agreement shall be deemed to establish relationships between the parties other than those expressly described and set forth. Specifically, nothing herein shall be deemed to establish a partnership or joint venture relationship between the parties. The agreements contained herein are made solely for the benefit of the parties, and shall not be

construed as benefiting any person who is not a party to this Agreement, except to the extent that, in carrying out the purposes of this Agreement, creation of the Authority is deemed by the parties to be in the public interest.

Section 16. Indemnity

Each party (herein, the "Indemnitor"), shall defend, indemnify and save harmless the other party (herein, the "Indemnitee"), from and against any and all loss, damage, injury or liability for injury to or death of any person (including an employee of an Indemnitee) or for loss or damage to property (including the property of an Indemnitee) resulting from the conduct or activities of the Indemnitee pursuant to this Agreement. Such indemnity shall apply whether or not an Indemnitee was or is claimed to be passively or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on an Indemnitee. This indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this Agreement, and shall not apply where such loss, damage, injury, liability or claim is a result of the sole negligence or willful misconduct of an Indemnitee.

Section 17. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Section 18. Notice of Creation

Within 10 days of the creation of the Authority by this Agreement, the City Clerk of the City of El Centro shall cause to be filed with the Secretary of State a notice of creation pursuant to Section 6503.5 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their officials seals to be hereto affixed, as of the day and year first above written.

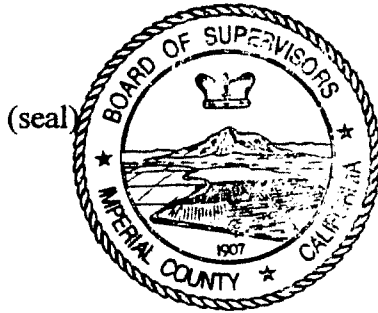
COUNTY OF IMPERIAL

Dated: 5-27-2000

By: Wally Lemmings
Chairperson of the Board of
Supervisors

Dated: 5-27-2000

Attest: Linda Weaver
Clerk of the Board of Supervisors



CITY OF BRAWLEY

Dated: 6-8-99

By: Cesar Benedict
Mayor

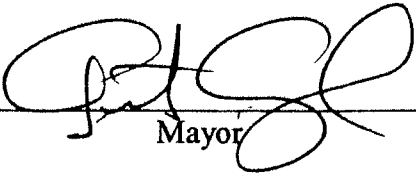
Dated: 6-8-99

Attest: Janet P Smith
City Clerk

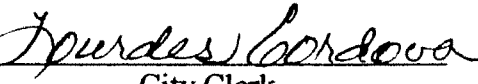
(seal)

CITY OF CALEXICO

Dated: 5/17/99

By: 
Mayor

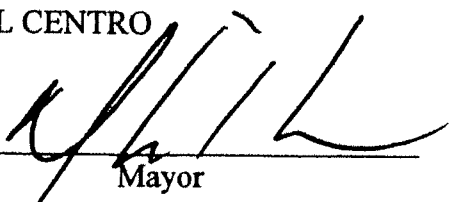
Dated: 5/17/99

Attest: 
City Clerk

(seal)

CITY OF EL CENTRO

Dated: 7/12/99

By: 
Mayor

Dated: 7/12/99

Attest: 
City Clerk

(seal)

CITY OF HOLTVILLE

Dated: 5-10-99

By: Ryan Stapleton
Mayor

Dated: 5-10-99

Attest: Janne Miller
City Clerk

(seal)

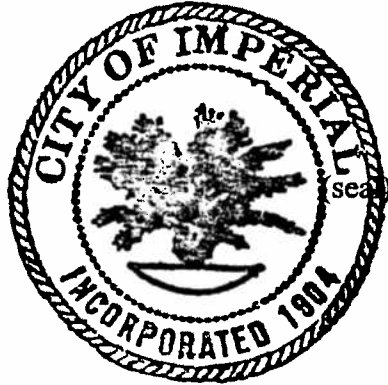
CITY OF IMPERIAL

Dated: 6-16-99

By: *Bob Simpson*
Mayor Pro-Tem

Dated: 6-16-99

Attest: *Shelby Jackson*
City Clerk



**THE BOARD OF TRUSTEES
IMPERIAL COMMUNITY COLLEGE DISTRICT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year written.

Rudy Cardenas Jr.
Imperial Community College District Trustee

Rudy Cardenas Jr. 5/12/99
(signature) (date)

Claudine Duff
Imperial Community College District Trustee

Claudine Duff 5/12/99
(signature) (date)

Kelly Keithly
Imperial Community College District Trustee

Kelly H Keithly 04 June 99
(signature) (date)

Marian A. Long
Imperial Community College District Trustee

Marian A Long
(signature) (date)

Romualdo Medina
Imperial Community College District Trustee

Romualdo Medina
(signature) (date)

Rebecca L. Ramirez
Imperial Community College District Trustee

Rebecca L Ramirez 5/12/99
(signature) (date)



CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS & TRAINING

ACADEMY INSTRUCTOR CERTIFICATE PROGRAM

Guidelines for the Academy Instructor Certificate Program

I. PARTICIPATION AND REQUIREMENTS OF PROGRAM

The Academy Instructor Certificate Program (AICP) is a program for POST academy instructors. The program is designed to promote general instructional excellence for those instructors employed to teach Basic Course curriculum or components.

There are three components of the AICP:

- A. POST-certified Academy Instructor Certification Course
- B. Academy Instructor Certificate
- C. Triennial Academy Instructor Certificate recertification

Academies are required to follow Commission Regulations 1009 and 1082. An academy is required to ensure that all of the academy's instructional staff who teaches any Basic Course component or curriculum has fulfilled the certification requirements. Academies that employ instructors who fail to become certified, within the required time period, may be removed from the AICP.

All Basic Course instructors are required to possess the Academy Instructor Certificate. Basic Course instructors who teach certain specialized subjects must satisfy additional requirements, as specified in Commission Regulation 1070. Basic Course instructors who also perform the duties of Academy Director, Academy Coordinator, or Academy Recruit Training Officer must satisfy additional requirements, as specified in Regulation 1071.

The Academy Instructor Certification Course is designed to develop Basic Course instructors' training delivery, adult learning techniques, planning, presentation, and facilitation skills. The following are general requirements for the Academy Instructor Certification Course:

- A. The course must be POST-certified in accordance with the requirements specified in Regulations 1052-1056.
- B. The instructor of the course must be an experienced instructor development trainer, skilled in the competencies emphasized in the model course curriculum within this document (Section 2) and in Regulation 1082.
- C. The course content must meet the minimum content requirements of Regulation 1082. A model curriculum is within this document (Section 3).
- D. All regulations applicable to the AICP may be accessed on-line through the POST website at www.post.ca.gov/regulations/manual.asp.

II. SELECTION GUIDELINES/QUALIFICATIONS

The purpose of this component is to support basic academies in conducting a review of the qualifications of Basic Course instructors for enrollment in the Academy Instructor Certificate Program, including their subject matter expertise, background, training, education, experience, and demonstrated abilities (Basic Course Management Guide, Section III-6). These criteria may be applied to either newly selected instructors or incumbent instructors. Academy director/designees may implement the following process:

A. Candidate instructor provides the following:

1. Resume
2. Experience verification
 - a. Subject matter experience (SME)
 - b. Training/presentation experience
3. Information/documents to support SME
4. Performance/character verification (duty evaluations, references, etc.)
 - a. Example: Letter of recommendation from Chief/Sheriff
 - b. Example: Copy of last performance evaluation
5. Education/training verification
 - a. Copies of degrees, transcripts
 - b. Copies of certificates verifying specialized/instructor training

B. Academy director/designee does the following:

1. Reviews application packet as described above.
2. Conducts interview with applicant.

C. Academy director/designee approves or disapproves applicant's enrollment based upon established academy criteria.

III. COURSE/EQUIVALENCY GUIDELINES

The AICP is based on the Basic Course Instructional System and adult learning principles. This foundation is used to further the development of instructional planning skills, presentation and facilitation skills, adult learning techniques, and application of the training delivery techniques required in the Basic Course.

The academy director/designee is responsible for evaluating and verifying instructor competence.

A. Academy director/designee reviews instructor development training of Basic Course instructors/applicants wishing to participate.

*If candidates have previously attended at least 24 hours of general instructor development training but have **not** received instruction on the Basic Course Instructional System and adult learning techniques, the academy director/designee may provide for participation in a POST-approved tutorial on these topics. Following completion of the tutorial, the academy*

director/designee will provide an opportunity for candidates to demonstrate instructional competency. (See the protocol for equivalency determination in "C" below.)

- B. Effective July 1, 2006, new instructors are required to attend the Academy Instructor Certification Course.
 - 1. The course is to be taught by an instructor development trainer skilled in the competencies emphasized in the Academy Instructor Certification Course curriculum:
 - a. MIDP instructor as course instructor, or
 - b. Academy instructor development trainer
 - 2. The course to include the minimum content specified in Commission Regulation 1082. A curriculum outline is provided in this guidelines and curriculum document (Section 3).
- C. The academy director/designee shall review "equivalency" candidates'* written proof of their previous successful completion of at least 24 hours of instructor development training. "Proof" could include, for example, a certificate of completion or an expanded course outline. Upon determination of sufficiency of the proof-of-training documents, the instructor will be provided, for self-study, a tutorial package consisting of POST-approved materials. These materials may include:
 - 1. "Learners First" – Available on POST's Learning Portal
 - 2. "Achieving Training Excellence" Telecourse video
 - 3. Basic Course Management Guide

After the instructor has gained familiarity with the content of the tutorial materials, he or she will be required to demonstrate competency (see Section IV, "Competency Verification Component").

** Those instructors hired prior to July 1, 2006.*

IV. COMPETENCY VERIFICATION COMPONENT

The competency verification component enables the participating student-instructor to demonstrate the knowledge and skills learned in their prior 24 (or more) hours of instructor training and learned through the POST-approved tutorial materials for academy "equivalency" candidates. A Competency Verification Checklist is used to assess performance during the demonstration and is available online at: www.post.ca.gov/forms/2-123CompetencyVerificationChecklist.doc.

This component provides the opportunity for the student-instructor to demonstrate competency to an instructor development trainer serving as mentor/verifier.

- A. Academy director/designee reviews student's prior instructor development training.
- B. The Academy director/designee has the student demonstrate competency while teaching.
- C. Academy director/designee observes the presentation in order to verify competency. Competencies not demonstrated can be verified through discussion with the observing instructor development trainer at the conclusion of the presentation or verified at future Basic

Course presentations. At a minimum, the student is expected to demonstrate that he or she is able to do the following:

1. Create a written training plan.
 2. Make a presentation in a topic area that is taught in the academy.
 3. Facilitate a learning activity that uses a particular delivery technique other than lecture.
 4. Use a training aid that is appropriate for the teaching point(s) involved in the demonstration.
 5. Participate in the evaluation of peers.
- D. The Competency Verification Checklist should be signed and dated by the observing instructor development trainer and academy director/designee, and placed in the instructor's file.
- E. Re-evaluation is afforded anyone who receives an unsatisfactory evaluation, and the re-evaluation protocol is as follows:
1. The candidate must submit a written request to the academy director for re-evaluation within 10 days of receiving the unsatisfactory evaluation.
 2. The academy director/designee must provide appropriate remediation.
 3. The academy director/designee must provide one opportunity for re-evaluation.
 4. The re-evaluation must be scheduled at a mutually agreeable date, time and place, but must occur within 180 days of the candidate's date of completion of the Academy Instructor Certification Course or completion of the tutorial package for applicants following the equivalency process.
 5. A new Competency Verification Checklist must be completed.
 6. The teaching demonstration for the competency verification may be performed during the Academy Instructor Certification Course, in a Basic Course presentation or before academy staff.

V. CERTIFICATION PROCESS

Issuance of the Academy Instructor Certificate validates the additional training and experience gained by the participating instructor and acknowledges a higher level of performance as a Basic Course instructor.

- A. After the participating student-instructor has successfully completed the Academy Instructor Certification Course (or the equivalency process), the academy director/designee shall enter the instructor information in the POST electronic AICP tracking system. The required information includes:
1. Date of issuance of Academy Instructor Certificate
 2. Name
 3. Social Security Number
 4. Presenter academy
 5. Individual's specialized subject expertise for academy instruction

- B. Academies are required to retain education, training, experience, and competency verification documentation in conformance with agency records retention schedules and for compliance inspection.
- C. The academy director/designee must ensure that written recertification procedures are provided to course academy instructors at the time of the initial certificate is issued.

VI. RECERTIFICATION PROCESS

The purpose of recertification is to assure that the Basic Course instructors maintain instructional proficiency and obtain further professional training relating to his/her subject matter expertise or training in instructor development. The Academy Instructor Certificate shall be renewed every three years.

- A. Academy instructors seeking recertification shall provide documentation that supports compliance with the following:
 - 1. Twenty-four hours of teaching or presentations during the previous three years, which exercise or expand instructor core competencies.
 - 2. Eight hours of professional development, via a course, conference, symposium, self-directed study, or any other training experience approved by the academy director/designee, which exercises or expands instructor core competencies, in one of the following areas:
 - a. Relevant specialized subject
 - b. Instructor development
- B. Documentation of twenty-four hours of teaching or presentations and eight hours of professional development must be entered via the electronic AICP tracking system. Academy instructors must provide personal log-in information and either a POST Course Control Number, along with hours and subject(s), or the following information pertinent to the teaching, presentations or professional development training:
 - 1. Location of training
 - 2. Date(s)
 - 3. Hours
 - 4. Subject(s)
 - 5. Brief description of teaching, presentation or professional development training
- C. The academy director/designee, upon approval of recertification, shall enter the recertification information into the POST AICP tracking system. The recertification date shall be on the three-year anniversary of certificate issuance. The academy director/designee will be responsible for verifying, updating, and maintaining this data.

COMPETENCY VERIFICATION CHECKLIST

Academy Instructor Certificate Program

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To access this form online, go to the POST website at www.post.ca.gov. Type or legibly print (in ink) the required information if filling in a printed copy.

Instructions for Section 2 (Parts A–G):

- Check "Dem" to signify competency has been demonstrated in each dimension.
- Check "Oral" if competency has been verified orally, provided that the level of knowledge is satisfactory. Competencies that are not demonstrated may be verified through oral examination at the end of the presentation (does not apply to Part C).

SECTION 1: APPLICANT AND COURSE INFORMATION

1. COURSE TITLE		2. DATE PRESENTED (MM/DD/YYYY)	
3. LOCATION OF COURSE Street		City	Zip
3. STUDENT NAME (LAST, FIRST, M.I.)	4. PHONE () - Ext	5. EMAIL	
6. COMPETENCY VERIFIER	7. PHONE () - Ext	8. EMAIL	
9. ACADEMY DIRECTOR / DESIGNEE	10. PHONE () - Ext	11. EMAIL	

SECTION 2: AREAS OF COMPETENCY

PART A: Instructor's Role and Responsibilities

	Dem	Oral	
13.	<input type="checkbox"/>	<input type="checkbox"/>	Safety issues
14.	<input type="checkbox"/>	<input type="checkbox"/>	Subject matter expertise
15.	<input type="checkbox"/>	<input type="checkbox"/>	Considerate
16.	<input type="checkbox"/>	<input type="checkbox"/>	Enthusiastic
17.	<input type="checkbox"/>	<input type="checkbox"/>	Professionalism (modeling desired behavior)
18.	<input type="checkbox"/>	<input type="checkbox"/>	Diversity of roles
19.	<input type="checkbox"/>	<input type="checkbox"/>	Ethics of instruction
20.	<input type="checkbox"/>	<input type="checkbox"/>	Material is current and relevant

21. COMMENTS:

PART B: Concepts of Adult Learning

	Dem	Oral	
22.	<input type="checkbox"/>	<input type="checkbox"/>	Learner-centered instruction
23.	<input type="checkbox"/>	<input type="checkbox"/>	Auditory, visual, kinesthetic styles
24.	<input type="checkbox"/>	<input type="checkbox"/>	Instruction appropriate for content, i.e., cognitive, affective, psychomotor styles
25.	<input type="checkbox"/>	<input type="checkbox"/>	Instructional events that enhance adult learning (relevance, involvement, discovery experiences, modeling)

26. COMMENTS:

PART C: Training Plan Components (Note: This section assesses *demonstrated* understanding of the student workbook component of the Regular Basic Course Instructional System.)

	Dem	
Lesson Plan:		
27.	<input type="checkbox"/>	Subject
28.	<input type="checkbox"/>	Learning objectives
29.	<input type="checkbox"/>	Learning needs
30.	<input type="checkbox"/>	Potential activities
31.	<input type="checkbox"/>	Resources
32.	<input type="checkbox"/>	Schedule
Other Components:		
33.	<input type="checkbox"/>	Prerequisites
	<input type="checkbox"/>	Facility
35.	<input type="checkbox"/>	Testing
36.	<input type="checkbox"/>	Expectations

37. COMMENTS:

COMPETENCY VERIFICATION CHECKLIST

Academy Instructor Certificate Program

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Section 2 continued

PART D: Presentation Skills

- | | Dem | Oral | |
|-----|--------------------------|--------------------------|---|
| 38. | <input type="checkbox"/> | <input type="checkbox"/> | Presence |
| 39. | <input type="checkbox"/> | <input type="checkbox"/> | Appropriate language and word choice |
| 40. | <input type="checkbox"/> | <input type="checkbox"/> | Nonverbal skills (posture, gestures, eye contact, proxemics, paralanguage) |
| 41. | <input type="checkbox"/> | <input type="checkbox"/> | Observation skills (ongoing evaluation of student behavior, adapting instruction) |
| 42. | <input type="checkbox"/> | <input type="checkbox"/> | Classroom management skills (disruptions, building a positive learning environment) |

43. COMMENTS:

PART E: Facilitation

- | | Dem | Oral | |
|-----|--------------------------|--------------------------|---------------------------------------|
| 44. | <input type="checkbox"/> | <input type="checkbox"/> | Listening actively |
| 45. | <input type="checkbox"/> | <input type="checkbox"/> | Paraphrasing |
| 46. | <input type="checkbox"/> | <input type="checkbox"/> | Communicating expectations |
| 47. | <input type="checkbox"/> | <input type="checkbox"/> | Using appropriate question techniques |
| 48. | <input type="checkbox"/> | <input type="checkbox"/> | Eliciting participation |
| 49. | <input type="checkbox"/> | <input type="checkbox"/> | Managing interaction |
| 50. | <input type="checkbox"/> | <input type="checkbox"/> | Providing feedback |

51. COMMENTS:

PART F: Instructional Resources (Note: This can be a discrete component or infused throughout.)

- | | Dem | Oral | |
|-----|--------------------------|--------------------------|--|
| 52. | <input type="checkbox"/> | <input type="checkbox"/> | Appropriate selection |
| | <input type="checkbox"/> | <input type="checkbox"/> | Practical demonstration (video, PowerPoint, printed materials, etc.) |
| 54. | <input type="checkbox"/> | <input type="checkbox"/> | Student participation activities (small groups, role playing, games, etc.) |
| 55. | <input type="checkbox"/> | <input type="checkbox"/> | Workbook activity: |
| 56. | <input type="checkbox"/> | <input type="checkbox"/> | - Time management (effective) |
| 57. | <input type="checkbox"/> | <input type="checkbox"/> | - Purpose (clearly stated) |
| 58. | <input type="checkbox"/> | <input type="checkbox"/> | - Interaction (appropriate) |
| 59. | <input type="checkbox"/> | <input type="checkbox"/> | - Feedback |

60. COMMENTS:

PART G: Basic Course Evaluation, Testing and Remediation

- | | Dem | Oral | |
|-----|--------------------------|--------------------------|---|
| 61. | <input type="checkbox"/> | <input type="checkbox"/> | Preparation and presentation of testing |
| 62. | <input type="checkbox"/> | <input type="checkbox"/> | Scenario testing and exercise testing |
| 63. | <input type="checkbox"/> | <input type="checkbox"/> | Remediation procedures |

64. COMMENTS:

SECTION 4: VERIFICATION APPROVAL

STUDENT MEETS ALL COMPETENCY REQUIREMENTS

STUDENT DOES NOT MEET COMPETENCY REQUIREMENTS AT THIS TIME

VERIFIER'S SIGNATURE

DATE

ACADEMY DIRECTOR / DESIGNEE SIGNATURE

DATE



CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS & TRAINING
ACADEMY INSTRUCTOR CERTIFICATE PROGRAM
Curriculum for the Academy Instructor Certification Course

CURRICULUM OVERVIEW

This curriculum for the Academy Instructor Certification Course (AICC) was developed with the input of an advisory council of subject matter experts, the Instructor Standards Advisory Council (ISAC), basic academy directors and POST staff. The course has been generalized to acknowledge that academy and in-service instructors may attend the same training sessions for different purposes. The AICC is based on principles of student-centered adult learning and sound instructional systems design. It is designed to ensure that academies and their trainers and educators prepare peace officers for the rigors of the profession.

Basic Course Instructor Needs and Mandates

As a result of significant changes approved by the POST Commission in 2005, the Basic Course is moving its teaching methodology to that which:

- ◆ Places the responsibility for learning on the student,
- ◆ Modifies and expands the instructor's role to that of facilitator of an adult learning environment,
- ◆ Provides students with a variety of teaching methodologies and opportunities to acquire knowledge and demonstrate competencies necessary for success in field training and beyond.

The core competencies acquired in this course, therefore, will require instructors to demonstrate their ability to lead an educational and training environment consistent with these goals.

Instructional Goals for Basic Course Instructors

A primary goal of the AICC is to satisfy the requirements of the minimum standards for Regular Basic Course (RBC) instructors described in POST Regulations 1071, 1082 and 1083. The requirement for all RBC instructors appointed on or after July 1, 2006 is to complete an AICC prior to instructing any component of a RBC.

The AICC satisfies the minimum course content as specified in Regulation 1083 including:

- ◆ Basic Course Instructional System
- ◆ Roles and Responsibilities of Law Enforcement Training Instructors
- ◆ Adult Learning Concepts
- ◆ Lesson Planning
- ◆ Presentation Skills
- ◆ Facilitation Skills
- ◆ Use of Learning Resources and Training Aids
- ◆ Evaluation Techniques
- ◆ Legal Issues
- ◆ Safety Protocols
- ◆ Written, oral and/or Demonstration Assessment (competency verification checklist required for AICC)

** In-Service Instructors – Presently there is no existing requirement for in-service instructors to complete the AICC or equivalent course, POST encourages these trainers to seek opportunities to enhance their skills and abilities to deliver content in a manner that is consistent with student-centered adult learning.*

INSTRUCTOR CORE COMPETENCIES

At the conclusion of training in the AICC, instructors are required to demonstrate the following minimum core competencies:

- A. The application of adult learning concepts and principles in an educational setting;
- B. Knowledge of the roles and responsibilities of an instructor training peace officers in a POST-certified course or comparable training;
- C. Effective lesson planning, including the integration and use of appropriate instructional methodologies and learning activities to reinforce instruction and to allow students to reflect and retain necessary knowledge;
- D. Facilitation skills in the student-centered learning environment, including effective presentation skills, a knowledge and use of a variety of instructional techniques, and a commitment to delivering training in a manner that will enhance the learner's retention and application of knowledge beyond the academy setting;
- E. A variety of instructor and student learning resources and training aids;
- F. Integration of course curriculum and lesson plan with POST Training and Testing Specifications to ensure appropriate evaluation and testing of learning. This competency also includes remediation opportunities consistent with POST and academy standards;
- G. Knowledge of the Regular Basic Course Instructional System, including:
 - 1. Training mandates
 - 2. Training specifications
 - 3. Methods for delivering instruction
 - 4. Facilitation of the student-centered learning environment
 - 5. Procedures for testing, evaluation and remediation;
- H. Recognition of the importance of the Regular Basic Course training mission and the instructor's roles and responsibilities, including:
 - 1. The Faculty/Staff code of conduct
 - 2. Rules, regulations and procedures to mitigate exposure to civil liability in an academy setting;
- I. Knowledge of the role and responsibilities of instructors in the basic academy using the Regular Basic Course Instructional System.

EXPANDED COURSE OUTLINE INTRODUCTION

The Academy Instructor Certification Course (AICC) is designed to prepare instructors for the demands of training peace officers and recruits in a police academy. The AICC instructor will lead a learning process where students will not only pass tests and memorize facts, but be able to retain and apply that knowledge once beyond the confines of the classroom. As a result of the POST Commission's approval of significant changes to the Basic Course, instructors must be competent in not only the traditional lecture didactic dialogue and test preparation, but will be required to facilitate a learning environment that is student-centered and focused on the use of multiple styles of presenting concepts. POST has determined this teaching methodology is the most appropriate manner for all in-service certified training; therefore, the competencies of the academy instructor must also be present in any instructor for every course taught.

The AICC outline is presented in a format from 24-40 hours in length. Previously, the AICC expanded course outline consisted of 24 hours of instruction, usually accompanied by 16 hours of student presentations to comply with the Academy Instructor Certificate Program (AICP) requirements. Emerging protocols* to condense formal student teaching allows the presenter to either expand instructional segments or shorten the course once all outcomes have been met. The full AICC, including a competency verification (student teaching) block, should not exceed 40 hours of total instructional time unless local requirements or preferences dictate lengthening the course.

** Note – Active learning presentations conducted by students in smaller concurrent groups may allow course presenters to use less time to complete the “teach-back” component of training.*

EXPANDED COURSE OUTLINE

I. COURSE INTRODUCTION

The instructional goals and objectives of the AICC are described in this block of instruction. At the conclusion of the training, the learner will recall the goals and objectives of the AICC, and be able to relate those goals and objectives to subsequent instruction in the course.¹

II. ROLES AND RESPONSIBILITIES OF THE INSTRUCTOR

At the conclusion of this training block, the learner will understand the qualities and responsibilities of an instructor teaching POST-certified courses in the Basic Academy.

A. Instructor qualities

1. Possess subject matter expertise
2. Have respect for others, and demonstrate such respect in their duties
3. Be considerate of others
4. Be enthusiastic about leading the student's learning experience
5. Be willing to facilitate student learning with varied approaches

B. Instructor responsibilities

1. Model desired behavior and performance
2. Facilitate the learner-centered training environment
3. Remain current in their subject matter and the techniques of teaching and facilitating adult learners
4. Ensure the training environment is psychologically safe for the student's learning experience and to mitigate the impact of any inappropriate actions or behaviors by students or staff.
5. Remain focused on the ultimate goal of training, which is to transfer knowledge, skills and abilities to students in a manner that will be retained, replicated and used in the real-world environment

C. Faculty/Staff Code of Conduct²

D. Ethics of instruction³

1. As taught in the learning environment
2. As modeled through the instructor's behavior, words and references

¹ The Academy Instructor Certificate Course (AICC) requirement of the Academy Instructor Certificate Program (AICP) is satisfied through the presentation of blocks IX, X and XI. Although not required, POST recommends presenting these blocks to all prospective instructors to ensure they are qualified to teach in an academy at a later date.

² Selection standards and codes of conduct are established at each academy. Normally they are consistent with the conduct requirements of others at the affiliated educational institution.

³ See information regarding the Leadership, Ethics and Community Policing Project (LECP) for information concerning the integration of LECP into the basic academy at www.post.ca.gov.

3. Recognizing students are autonomous and entitled to their own thoughts, beliefs and preferences
4. Managing the learning environment in a manner that challenges but does not manipulate

III. CONCEPTS OF ADULT LEARNING

At the conclusion of this training block, the learner will be able to understand the differences between child and adult learners, identify methods by which adults learn and internalize ideas and concepts, assess differences between teacher-centered and learner-centered training environments, and understand facilitation and how it differs from traditional teaching styles.

A. Adult learning

1. Pedagogy vs. Andragogy⁴
 - a. Pedagogy – focus is on the child/adolescent learner; learner is dependent, training is subject-matter and content focused, readiness to learn based on physical, mental and social development and lesson planning, testing and evaluation of success is managed by the instructor
 - b. Andragogy – Adult learners are more independent and self-directed, training readiness is based on need, relevance and immediate application. Lesson design sequenced in terms of need and is problem focused.
2. Concepts are not mutually exclusive, nor are definitions of learning methods and preferences finite

B. Learner-centered instruction

1. Move from traditional teacher-centered instructional methodologies to those that are learner-centered
2. Move from memorization and rote test-taking to the acquisition of knowledge and skills and demonstrated competence consistent with higher-order concepts in Bloom's Taxonomy
3. Move from knowledge gained to knowledge retained
4. Creating an environment that allows students to "fail forward" and process new knowledge in a manner that intrinsically enhances retention and use beyond the Basic Course or other in-service training
5. Move away from viewing the learner as a "blank slate" into one where the learner has life experiences which can be used as a foundation for further growth and development

C. Learning acquisition preferences

1. Auditory
2. Visual
3. Kinesthetic/ Tactile
4. Digital

⁴ Malcolm Knowles developed the "Andragogical Assumptions" in work published from 1978 forward that formed a basis for much work in this field. See "The Adult Learner" 6th Ed., Elsevier Pub, 2005. Also see David Kolb's "Experiential Learning," Simon & Shuster 1983.

D. Learning, Understanding and Intelligence

1. Bloom's Taxonomy of Learning⁵
 - a. Cognitive (mental skills; what one knows)
 - b. Affective (attitudes; emotions, how one feels about it)
 - c. Psychomotor (skills; what one can do; observable phenomena)
2. Intelligence and Adaptability
 - a. Emotional Intelligences⁶
 - b. Multiple Intelligences⁷

E. Facilitation⁸

1. Facilitation defined – “To make easy”
2. Facilitation is oriented to process; is not “presentation” or “teaching”
3. Techniques and skills of effective facilitation
 - a. Listening actively
 - b. Paraphrasing
 - c. Communicating expectations
 - d. Using appropriate questioning technique
 - e. Using planned responses
 - f. Eliciting participation from less outgoing members of class
 - g. Managing interaction and resolving conflicts and disruptions
 - h. Creating a learning environment where it is safe and appropriate to “fail forward” while learning and applying concepts and ideas
 - i. Providing feedback and summary of course or block of instruction
 - j. Use structure to enhance critical thinking by learners

IV. LESSON PLANNING AND INSTRUCTIONAL SYSTEMS DESIGN

At the conclusion of this training block, the student will demonstrate an understanding of lesson planning and appropriate Instructional Systems Design (ISD) as a foundation for the delivery and evaluation of training that is facilitated in a manner consistent with standards and the learning needs of the student. The course will present at least one ISD methodology and one or more formats for lesson planning.

A. Instructional Systems Design

1. Course developers and planners in academic and public safety teaching may use “ADDIE” or a comparable structure to fully design, plan and execute training:⁹

⁵ See numerous Internet resources discussing Bloom's work in 1956 and beyond. See also Loren Anderson and David Krathwol's "A Taxonomy of Learning..." (Longman, 2000; revising and updating Bloom's work).

⁶ There are a number of texts on this subject. Two that will inform you most quickly are Daniel Goleman's "Emotional Intelligence," Bantam Books 1997 and Adele Lynn's "The EQ Difference," AMACOM 2005.

⁷ The theory of multiple intelligences was first published in 1991. For more information, see Howard Gardner's "Intelligence Reframed" Basic Books 1999.

⁸ Facilitation skills are being emphasized in skills training from the Basic ICC through the POST Facilitation Skills Course to the Master Instructor Development Course. Students should understand the requirement for this core skill as a requisite for success as a trainer in the POST environment.

⁹ Refer to numerous sites on the Internet for further information. Search under the term "ADDIE Model."

- a. Analyze
 - b. Design
 - c. Develop
 - d. Implement
 - e. Evaluate
2. ISD ensures that training is the most appropriate intervention versus other methodologies such as:
 - a. Instructional Aids
 - b. Self-directed study
 - c. Material or equipment deficiency
 - d. Related educational technologies

B. The Instructor's Lesson Plan¹⁰

1. There are a number of models and formats one may use for the lesson plan. The importance of the plan is to enhance the structure of delivery, identify time constraints, and allow for replication by others and to validate the teaching of learning objectives. Relevant considerations are to:
 - a. Use a structure for planning to ensure consistent outcomes
 - b. Clarify the desired learning outcomes sought
 - c. Focus the design of instruction on targeted content relevant to the subject intended
 - d. Analyze options for training delivery
 - e. Identify appropriate learning activities to reinforce and deepen learner retention of ideas, skills or concepts
 - f. Determine acceptable evidence of learning
 - g. Plan learning activities and instruction
 - h. Create lesson plan using one of several acceptable options
 1. Outcome-Based Lesson Planning¹¹
 - a. Established goals of training
 - b. Understandings needed by instructor and students
 - c. Essential questions to focus goals and guide actions
 - d. Knowledge and skills to be acquired through instruction
 - e. Assessment of success
 - f. Action plan for instruction
 2. Time-sequenced lesson plan
 - a. Scripted lesson plan using time sequences to note progress
 - b. Includes narrative description of actions and activities by instructor and students
 - c. Tied to learning objectives, resources and outcomes desired
 3. Other acceptable model or structure

C. Prerequisites for Learners

1. Experience or other established criteria for attendance
2. Completion of assigned articles, chapters, workbooks or other related resources

¹⁰ Search "lesson planning" on the Internet for sites with sample lesson plans and related resources. Graduates of the MIDP are also excellent resources for lesson planning structures and strategies.

¹¹ This outcome-based model was developed by Grant Wiggins and Jay McTighe in their text, "Understanding by Design" 2nd ed., Assoc. for Supervision & Curriculum Development, Alexandria, VA 2005.

3. Research on the Internet

D. Facility¹²

1. Possible limitations of physical layout of training environment
2. Ability to move tables or chairs to form learning groups
3. Adequate AV support for video/CD/DVD and the Internet
4. Noise or other possible distractions

E. Testing

1. Understand relation of learning objectives to POST competency and testing standards
2. Understand POST standards for testing and remediation

V. DELIVERY STRATEGIES

Using strategies and concepts presented in this course, learners will be able to demonstrate their understanding of the varied means by which they can present instruction to students, analyze the pros and cons of particular methodologies, assess which ones would be best suited to their instructional goals and evaluate success in their application.

A. Delivery strategies will include:

1. The selection and use of instructional delivery formats and strategies
2. An understanding of the process of class management through instructional style
3. Using one or more interactive approaches to education and training to engage students
4. Creating momentum in class
5. Using a variety of activities

B. Problem Solving Strategies

1. Problem-Based Learning Exercises¹³
2. Case Study Exercises
3. Other student-centered, instructor facilitated strategies to emphasize the development of problem-solving capacity in students

VI. INSTRUCTIONAL RESOURCES

At the conclusion of this training block, the learner will understand the variety of instructional resources available and demonstrate proficiency in their use as a part of a lesson plan.

A. Appropriate selection and use of various resources

1. Informational resources
2. Classroom resources
3. Resources at POST¹⁴

¹² One of the greatest hindrances to learning for adults is the traditional row-seat setting of the academy classroom or similar setting. Even in academies, consider moving tables and chairs to enhance the success of learning; put students face-to-face and move them in the room to work with one another.

¹³ Several policing agencies in the State are transitioning to the PTO (Police Training Officer) field training, which is based on Problem Based Learning (PBL). Academies are also moving to PBL as a possible future training mode. See <http://www.pspbl.com/> for more information about PBL in police training.

- B. Practical demonstration and use of various aids
- C. Pros and cons of various media
 - 1. Passive versus active media
 - 2. Over-utilization of Power Point and similar media¹⁵
 - a. Do not read from Power Point
 - b. Use primarily for visuals, quotes, core concepts, not a visual outline
- D. Technical issues with Instructional Resources
 - 1. Familiarize oneself with technology in the classroom prior to class
 - 2. Consider how students might use technology in the learning experience
- E. Copyright considerations for use of published material

VII. PRESENTATION SKILLS

At the conclusion of this training block, the learner will understand the variety of skills available for instructors and demonstrate the use of appropriate presentation skills in a simulated or actual classroom environment.¹⁶

- A. Presence
 - 1. Appearance, including attire
 - 2. Personable, approachable and receptive
 - 3. Respect for learners and others in the learning environment
- B. Appropriate language and word choice
- C. Nonverbal skills
 - 1. Paralanguage
 - 2. Proxemics
- D. Observation skills
 - 1. Ongoing evaluation of learner behavior
 - 2. Adapting instruction
 - 3. Level of comprehension
 - 4. Awareness of learner concerns
- E. Classroom management skills
 - 1. Minimize interruptions

¹⁴ The POST Learning Portal is online at www.post.ca.gov. It is an excellent resource for instructors. There are self-paced learning modules, sample lessons, Power Point resources and planned discussion boards for instructors to contact and assist one another.

¹⁵ You may use the search term "overusing PowerPoint" or similar on the Internet to locate articles on the dangers of relying on PowerPoint excessively, as well as useful tips for using it for the desired effect.

¹⁶ The POST Facilitation Skills Course focuses specifically on facilitating the adult learning environment, paralanguage, presentation and platform skills, critical thinking and related skills. Check with www.post.ca.gov or your academy's training manager for offerings in your area.

2. Mitigate disruptive student behavior
3. Build a positive learning environment
4. Breaks at appropriate intervals

F. Expectations for demonstration and verification of competencies

VIII. COMPETENCY VERIFICATION

At the conclusion of this training block, the student will be able to demonstrate proficiency in the use of appropriate presentation skills and related competencies by delivering training to the class or sub-group of the class in a manner consistent with Adult Learning, Instructional Systems Design, outcome-based lesson planning and through the use of appropriate delivery strategies.

- A. The instruction should be drawn from actual or intended teaching in the academy or in-service training environment
- B. Minimum requirements for the demonstration of competency are:
 1. The student will develop instructional goals and anticipated outcomes for their training block
 2. The segment will allow the student to demonstrate their knowledge of the subject being taught, their creativity in developing and presenting content to adult learners
 3. The instructional segment will actively involve the learner in the teaching environment
- C. This demonstration of proficiency fulfills the “Competency Verification” component of POST Regulation 1083 regarding the training of instructors whose academies are participating in the POST Academy Instructor Certificate Program (AICP). For those instructors, the “Competency Verification” form will be completed by the course instructor once the demonstration of competency has been presented in a satisfactory manner.¹⁷

Blocks IX, X and XI are specifically required to fulfill the requirements of the POST Academy Instructor Certificate Program (AICP) as required by POST Regulation 1083. This content may be delivered as a part of classroom instruction. Alternately, it may be delivered through one or more blended learning strategies such as self-paced learning, through instructional aids or via electronic means (DVD or Internet resources at POST or elsewhere) to present the required material.

IX. POST BASIC COURSE INSTRUCTIONAL SYSTEM

At the conclusion of this training block, the learner should be able to describe orally or in writing the POST Regular Basic Course Instructional System and regulations regarding instructor development training.

- A. POST Commission Authority
 1. Penal Codes
 - a. 13500 P.C.

¹⁷ Read more about the Academy Instructor Certificate program at <http://www.post.ca.gov/training/speciality/basic.asp>.

- b. 23503 P.C.
- c. 13510 P.C.
- 2. POST Regulations¹⁸
 - a. Reg. 1071
 - b. Reg. 1083

B. POST Academy Certification Process¹⁹

C. Basic Course Management Guide

D. Basic training mission²⁰

- 1. Prepare students mentally, morally, emotionally and physically to successfully complete a field training program or related advanced training program subsequent to graduation from the Regular Basic Course.
- 2. Ensure students demonstrate the core competencies to successfully complete the RBC

E. Academy policy development

F. Academy requirements

G. The Learning Domain system

- 1. Learning needs
- 2. Learning objectives
- 3. Educational Objectives
- 4. Minimum hourly requirements
- 5. Learning activities, both required and optional
- 6. Testing (written, scenario and exercise)
- 7. Training and testing specifications

H. Delivery formats

- 1. One part instructional sequence (intensive and extended)
- 2. Modules III, II and I (reserve training)

I. The Leadership, Ethics and Community Policing (LECP) Project and its impact on RBC curriculum

X. POST ACADEMY WORKBOOK SERIES²¹

At the conclusion of this training block, the student will demonstrate an understanding of the POST academy workbook series, how to use the Learning Domain workbook as a foundation for lesson planning, evaluate core concepts in the workbook as they relate to testing standards, and create an instructional block that is facilitated in a manner consistent with standards and the learning needs of the student.

¹⁸ See <http://www.post.ca.gov/regulations/manual.asp> for the POST Administrative Manual and all regulations applicable to training in California law enforcement.

¹⁹ At <http://www.post.ca.gov/training/speciality/basic.asp>

²⁰ For general information regarding the Basic Course and academies see <http://www.post.ca.gov/about/bt.asp>.

²¹ Workbooks are available for order from any academy; see also <http://www.post.ca.gov/about/bt.asp>.

- A. The Instructor's Lesson Plan will incorporate concepts from the Student Workbook and related sources to ensure instruction is consistent with the learning objectives and testing standards established for the basic course
- B. The lesson plan will consider general lesson planning competencies as presented in section IV (B)(1) of this expanded course outline and utilize those competencies in the development of a plan consistent with the requirements of the basic course
- C. The student workbook may be used as a foundation for pre-course work by students and as an instructional aid in the learning environment
- D. The POST Instructor's Guide to Learning Activities²²
 - 1. Developed by POST to establish appropriate learning activities consistent with training specifications and the Leadership, Ethics and Community Policing Project
 - 2. The lesson plan will contain one or more of these learning activities or a comparable adult learning exercise for students. This is mandated by POST regulation for many Learning Domains and strongly recommended in all others
 - 3. The emphasis of the activities in the Instructor's Guide is on the student-centered class environment; all comparable activities designed and delivered will conform to that delivery methodology
- E. Testing
 - 1. Understand the relationship between student workbooks and POST testing standards
 - 2. Understand the POST and academy standards for test remediation

XI. BASIC COURSE EVALUATION, TESTING AND REMEDIATION

At the conclusion of this training block, the learner will be able to describe the methods used in the Regular Basic Course to evaluate learning.²³

- A. Preparation and presentation of testing
- B. Scenario testing
- C. POST Basic Course testing – mid-term and final
- D. Remediation procedures
- E. Role of academy coordinators and instructors

²² The Instructor's Guide to Learning Activities is available through academies, or contact POST Basic Training Bureau for instructions regarding how to download it from the POST Learning Portal.

²³ POST's Training and Testing Specifications for the basic course and related training may be found at http://www.post.ca.gov/training/bt_bureau/TrainingSpecs/default.asp.

XII. REVIEW AND EVALUATION OF CLASS

For all Academy Instructor Certification Courses – Close the class after appropriate opportunities for review of course content. Refer to continued sources of learning and instruction regarding the submission of course evaluations on the POST website.²⁴

²⁴ Those students seeking advanced training opportunities to enhance their skills should assess their readiness for the Master Instructor Development Program (MIDP); information is available at <http://www.post.ca.gov/training/speciality/midp.asp>. Experienced in-service or academy instructors may also enroll in POST's Facilitation Skills Course, delivered regionally in partnership with host agencies and academies. Certain courses in the academy also require specialized training and certification. More information may be found at <http://www.post.ca.gov/training/speciality/specialized.asp>.