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OAKLAND

2014 FEB 13 PM 1:20

## AGENDA REPORT

**TO:** DEANNA J. SANTANA  
CITY ADMINISTRATOR

**FROM:** Sean Whent  
Interim Chief of Police

**SUBJECT:** Affiliation Agreement with  
Peralta Community College

**DATE:** February 4, 2014

City Administrator  
Approval

*Deanna Santana*

Date

*2/11/14*

**COUNCIL DISTRICT:** City-Wide

### RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Administrator or her designee to enter into an agreement with the Peralta Community College District (Peralta Community College) to affiliate public safety training courses with the Oakland Police Department (OPD) and to accept and appropriate funds worth an estimated amount of two hundred thousand, three hundred forty-nine dollars (\$200,349) for the purposes of additional training of OPD personnel and the development of a public safety training facility, and to accept future funds that are provided by the State of California through reimbursement to the Peralta Community College if additional academies are approved.

### EXECUTIVE SUMMARY

The purpose of this report is to recommend that:

1. The City of Oakland (City) enter into an agreement with Peralta Community College to academically affiliate selected public safety training courses presented by OPD;
2. The City accept payment from Peralta Community College for providing instructional services to present the training; and
3. The funds generated be used for ongoing training of OPD personnel and to finance a state-of-the-art training facility to be used by OPD to present public safety training courses.

### OUTCOME

Approval of the resolution authorizing an academic affiliation between the City and Peralta Community College will authorize OPD to accept and appropriate the new training revenues to

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fund the costs of ongoing training needs, planning, development, and possibly the lease costs of a new public safety training facility. Peralta Community College and OPD are committed to jointly developing such a facility.

### **BACKGROUND/LEGISLATIVE HISTORY**

The high cost of presenting law enforcement training has encouraged a number of college districts and public safety agencies to enter into agreements to academically affiliate training courses, share training presentation costs, and share state apportionment revenues generated as a result of presenting such courses.

City staff from OPD has negotiated an affiliation agreement with Peralta Community College whereby public safety courses presented by the City become courses of the college district and are therefore eligible for state apportionment per Title 5 of the California Code of Regulations (see *Attachment A*). These apportionments are referred to as Full Time Equivalent Student (FTES) and are calculated at 525 hours of classroom instruction per FTES. Additionally, the affiliation allows Peralta Community College to give students completing the academy 40 units of college credits in the Administration of Justice program.

Public Safety training is limited due to the availability and cost of facilities. OPD currently has approximately 5,750 sq. ft. of available space to conduct lecture format training. Almost all of the field format police training classes require relocating the courses to an appropriate facility outside of OPD.

Facilities currently occupied by OPD do not meet the public safety training needs of the City.

### **ANALYSIS**

A partnership with Peralta Community College benefits OPD by providing revenue to fund the procurement or construction and the equipping of a new state-of-the-art facility designed specifically for public safety training programs. This facility will be occupied and operated by OPD.

Approval of the resolution authorizing an academic affiliation between the City and Peralta Community College will provide multiple benefits to the City, including the formation of a partnership with a local community college, access to community college facilities and services, and revenue to fund the procurement or construction and equipping of a new state-of-the-art facility designed specifically for public safety training programs in response to an ever-increasing demand for OPD personnel to receive continual public safety training.

This partnership will benefit Peralta Community College by maximizing the diversity of its course offerings as well as enhancing its ability to offer training that uses state-of-the-art equipment and employs outstanding experts in the field as instructors, thereby greatly expanding and enhancing the Peralta Community College Administration of Justice program.

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Benefits of affiliation include:

- Students earn college credit for attending public safety classes
- An education partnership is formed with the local community college
- Better visibility of OPD in the community
- Access to community college facilities and services
- Modernized equipment and training space
- Funding for a state-of-the-art training facility
- Recruitment of Oakland residents attending the college
- Regional public safety training opportunities

Peralta Community College has agreed to share 50% of the state apportionment revenue generated by presenting such courses with OPD. *Attachment A* provides a list of City public safety courses eligible for affiliation in an appendix. It is the intention of OPD to affiliate all public safety training courses.

The estimated cost and funding scenarios of the planned training facility are still being investigated and staff will report the estimated costs and financing options to Council in a separate report. These funds will be deposited and accounted for in Fund 2999 (Misc. Grants) and a new project number.

There is currently no fiscal impact on the City General Fund, but it is projected that the City will save approximately \$160,000 annually in training facility rental costs (outside range and classroom rentals, as well as emergency vehicle operation) when OPD acquires a new facility.

All revenue generated will be spent on ongoing training needs, planning, development, and the cost of a new public safety training facility. All plans for the training facility will be structured to ensure that any related costs are covered fully from the proceeds of the affiliation program.

Additionally, in the event a new training facility is developed, the OPD Training Section would vacate approximately 5,750 sq. ft. of office space in the Police Administration Building. This available space could be used to reduce overcrowded conditions occurring in other Police Department divisions.

Finally, a new training facility would allow OPD to collocate classrooms and training facilities, which would limit the current need to travel between venues.

### **PUBLIC OUTREACH/INTEREST**

Discussion with Peralta Community College has been held to enter into the mutually beneficial agreement to form an academic affiliation to meet the public safety training needs of the City.

**COORDINATION**

The Controller’s Office, the Budget Office and the City Attorney’s Office were consulted in preparation of this report.

**COST SUMMARY/IMPLICATIONS**

This is a revenue contract; therefore, the City is not obligated to incur additional expenditures under the terms of the contract. Approval of this contract and resolution will authorize the City to collect reimbursement from the State for police officer trainees (POTs) who attend the Oakland Police Academy.

No academies beyond the 170th, which is schedule to start in April 2014, are currently budgeted. This agreement would apply to all future academies.

It is estimated that at two academy classes per fiscal year, revenue to the City from the affiliation agreement would be \$400,698. One PTES is equivalent to 525 hours of classroom instruction. Each POT receives 1,169 hours of instruction. At an estimated 55 POTs per academy, total FTES per academy class would be 122.5. Multiplying that number of FTES times the value of \$3,271 provided by Peralta Community College (see *Attachment A*) results in a figure of \$400,698 per class. Half of that would be \$200,349.

If Council continues to budget two academies per year, as it did in the 2013-15 budget, then the revenues that this agreement generates will be as shown in Table 1.

Table 1 – Estimated Annual City Revenue (assuming FTES of \$3,271)

Fiscal Year	Projected Academies	Revenue to City per Academy Class	Revenue to City per Fiscal Year
2014-15	171 <sup>st</sup>	\$200,349	\$400,698
	172 <sup>nd</sup>		
2015-16	173 <sup>rd</sup>	\$200,349	\$400,698
	174 <sup>th</sup>		
2016-17	175 <sup>th</sup>	\$200,349	\$400,698
	176 <sup>th</sup>		
<b>Sum</b>			<b>\$1,202,094</b>

Revenues collected under this agreement will be deposited in a fund that will be established for this purpose.

Approval of this resolution will authorize the City Administrator to appropriate revenues received under this agreement, for the 170th Police Academy, in an estimated amount of \$200,349, in the Miscellaneous Grants Fund (2999), Training (103430), Police Training Program

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(PS09), in a project number to be determined, that will be established for this purpose. The monies deposited in the fund account shall accumulate for the purposes of providing ongoing training, constructing and equipping a state-of-the-art public safety training facility.

### **SUSTAINABLE OPPORTUNITIES**

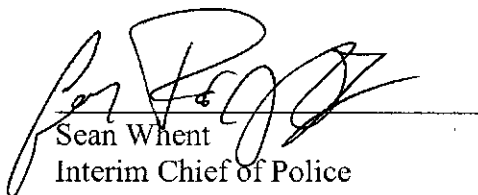
***Economic:*** It is projected that the City will save approximately \$160,000 annually in training facility rental charges (outside range and classroom rentals, as well as emergency vehicle operation) when OPD acquires a new facility.

***Environmental:*** Developing a new public safety training facility presents many environmental opportunities. The facilities will be designed, whenever possible, to include energy efficient, environmentally preferable products that are durable, reusable, and recyclable. Sustainability, water efficiency, indoor air quality, toxicity, maintenance design, and sound levels are all factors that will be considered during the design and construction phases.

***Social Equity:*** All new construction shall be designed to ensure compliance with ADA Accessibility Guidelines, Fair Housing Act, CA Title 24 Accessibility Regulations, and other applicable local, state and federal disability laws/regulations.

For questions regarding this report, please contact LIEUTENANT SEKOU MILLINGTON at 510-238-3552.

Respectfully submitted,



Sean Whent  
Interim Chief of Police

Prepared by.  
Lieutenant Sekou Millington  
Training Section  
Oakland Police Department

### ATTACHMENT

Attachment A – Agreement Between the Peralta Community College District and the City of Oakland

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**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**THE PERALTA COMMUNITY COLLEGE DISTRICT**  
**AND THE CITY OF OAKLAND**

**I. PARTIES TO THE AGREEMENT**

This Agreement ("Agreement") is entered into between the Board of Trustees of the Peralta Community College District ("District") and the City of Oakland ("City") on \_\_\_\_\_, 2014.

**II. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to form an academic affiliation, whereby the District shall offer educational courses and a curriculum through its various programs to meet the public safety training needs of the City. The City will supply instructors and agrees to register and place in said courses, pursuant to the terms described herein, City Enrolled Students for the purpose of public safety employment. Both parties shall provide for, use their best efforts to achieve and maintain, a fully accredited under state law, program of public safety training, to train candidates for careers in public safety for the City of Oakland. The course of instruction is specified in Appendix B, which is attached to this Agreement.

**III. DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

- A. City Enrolled Student- Any student required to attend a public safety training course as a condition of their employment with the City or any other public safety agency.
- B. District Student- Any student enrolled in the District attending a public safety training course when such student is not employed by a public safety agency OR when such student is employed by a public safety agency but is not required to attend as a condition of their employment.

**IV. RESPONSIBILITIES OF THE CITY**

A. Students. City shall pay the registration fee required, pursuant to Education Code Sections 76140.5 and 76300, by way of a deduction from the cost of instruction fee payment due to the City pursuant to this Agreement. In accordance with Education Code Section 76140.5, a nonresident student who has been hired by the City as a resident for purposes of enrollment in and completion of the police academy training courses provided that the City intends to classify the student as a peace officer upon successful completion of the police academy training course.

B. Workers' Compensation Coverage. The City is self-insured and shall provide Workers Compensation Coverage in accordance with the California State Labor Code.

C. Instructional Services and Related Supplies and Materials. In return for the payment described in Section III.B., the City shall provide certain instructional services and related supplies and materials as mutually agreed upon between the parties.

D. The City will pay student registration fees and other fees upon invoicing by the District.

## **V. RESPONSIBILITIES OF THE DISTRICT**

The District agrees that it is the parties' intent to fund and support the programs and services provided for by this agreement from the funds received as follows:

A. State Apportionment Funding (FTES). The District shall accurately claim and collect Full Time Equivalent Students (FTES) funding from the state of California (hereinafter referred to as "state") for all students enrolled in eligible Merritt College ADJUS 110- Police Academy-Basic Course.

B. District's Cost of Instruction Fee. The District does not receive full compensation for the direct total education costs of the course(s) from the State, any public or private agency, individual or group. District shall pay City an equivalent of 50% of the gross FTES funds the District receives from the state for all affiliated public safety courses, less a deduction for the cost of instruction incurred by Merritt. The District's cost of instruction shall include instructor base salaries and fringe benefits, insurance, instructional materials, and the costs of existing facilities where applicable.

C. Payment of City. The District shall deduct from its collection of FTES funds the total cost of instruction incurred by the District. The remaining amount from the FTES funds shall then be divided in half, and the District shall pay the City its share of the half amount plus the amount equal to the registration fees and other fees paid by the City in which District received FTES apportionment based on the eligible students by census date.

D. Liability to Pay Fee Upon Reaching Maximum Eligible FTES. The District shall not be responsible for any payment to the City required in this Agreement for courses which the District has not actually received FTES reimbursement by the state, due to the District exceeding its maximum eligible FTES (CAP).

## **VI. DURATION OF THE AGREEMENT**

1. Term of Agreement. The term of this Agreement shall commence on \_\_\_\_\_ be for five (5) years, subject to renewal for additional terms not to exceed five-year increments.

2. The City agrees, subject to the availability of budget, that the City will make every effort to provide two (2) cohorts of 50 students per year for enrollment to the program as described. The City agrees that Merritt College students completing a certificate in

Administration of Justice will be given consideration in the recruitment of the above mentioned cohorts and upon execution of this covenant will work with college administration to draft a Memorandum of Understanding that reflects the agreement contained in this provision. Notwithstanding, the District agrees to provide instructional services to these cohorts upon the availability of funding.

3. Termination of the Agreement. This Agreement may be terminated by either party at its sole discretion without cause and for convenience upon one-hundred and eighty (180) days advance written notice and may be canceled immediately upon mutual written agreement. Upon termination, each party shall fully pay and discharge all obligations accruing before the date of such termination and each party shall be released from all obligations or performance which would otherwise accrue after the date of such termination.

## **VII. OTHER TERMS AND CONDITIONS**

A. The District and the City shall comply with the California Education Code and Title 5 of the California Code of Regulations. Additionally, the District and the City shall comply with the California Community Colleges Chancellors Office Contract Guide for Instructional Service Agreements between College Districts and Public Agencies, which is attached as Appendix A to this Agreement.

B. The District and the City shall comply with District student policies, rules and the procedures for enrollment, the payment of fees and the supervision and evaluation of students and the Merritt College Faculty Handbook (attached).

C. Non-Discrimination. The parties agree that each shall comply with all applicable state and federal law prohibiting discrimination on the grounds of race, color, national origin, disability, sex/gender, pregnancy, marital status, sexual orientation, gender identity, age, religion/religious creed, military or veteran status, political affiliation, or any other basis protected by federal, state, or local law.

D. Drug Free Workplace. The parties agree to adhere to the District's policy of maintaining a drug-free workplace. No person acting pursuant to this Agreement shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 U. S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines on District premises or in any supervised off premises activity relating to the public safety program. Violations of the District's policy shall result in immediate removal and suspension from the public safety training program and District employment, pending investigation and disciplinary action as appropriate.

E. Duty to Defend, Indemnify and Hold Harmless.

1. The District shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim of liability for injury or damage caused by a negligent or intentional act or omission by District employees or agents acting in and arising out of and within the course



and scope of their employment in the performance of this Agreement, except for acts which may constitute a basis for assessment of punitive damages against individuals.

2. The City shall defend, indemnify, and hold harmless the District, its officers, agents and employees against any claim of liability for injury or damage caused by a negligent or intentional act or omission by City employees, Instructors, Instructional Assistants or agents acting in and arising out of and within the course and scope of their employment in the performance of this Agreement, except for acts which may constitute a basis for assessment of punitive damages against individuals.

F. Amendments to Agreement. Except as otherwise provided herein, this Agreement may not be modified or amended except by an instrument in writing, signed by an authorized representative of the parties. The Chancellor of the District may delegate authority to the President of Merritt College to sign technical or procedural modifications to this Agreement. Substantive modifications and amendments to this Agreement shall be subject to approval by the governing board of the District and the Oakland City Administrator.

G. Integration Clause. This Agreement constitutes the entire expressed agreement between the parties regarding the subject matters contained in this Agreement. This Agreement supersedes any prior oral or written agreements and understandings, express or implied.

H. Notices. Any notices required to be made pursuant to the terms of this Agreement shall be effective upon delivery by hand or by overnight courier, upon facsimile transmission to the person and address described below (in which case a copy thereof shall also be sent by overnight mail) or after 48 hours after deposit in the United States mail, postage prepaid, certified or registered and addressed to the person described below. Each party is responsible for notifying the other party of any change of address.

I. Severability. If any provision of this Agreement, or its application to any person, place, or circumstance is held by an arbitrator or court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

K. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

L. Dispute Resolution. If any dispute arises regarding the interpretation or enforcement of this Agreement, the parties agree to submit the matter to non-binding mediation 60 or more days prior to initiating any action in any court of competent jurisdiction.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**CITY OF OAKLAND**

*By:*

Deanna J. Santana  
Oakland City Administrator

*By:*

Sean Whent  
Interim Chief of Police  
City of Oakland

*Approved as to-form by:*

Deputy City Attorney  
City of Oakland

**PERALTA COMMUNITY COLLEGE DISTRICT**

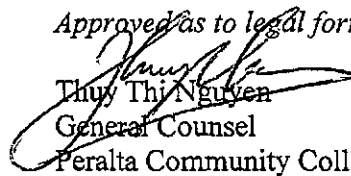
*By:*

José M. Ortiz  
Chancellor  
*(Authorized Agent)*  
Peralta Community College District

*By:*

Norma Ambriz-Galaviz  
President  
*(For Internal Reference Only)*  
Merritt College

*Approved as to legal form by:*

 1/13/14  
Thuy Thi Nguyen  
General Counsel  
Peralta Community College District

## **APPENDIX A**

### **California Community Colleges Chancellor's Office Contract Guide for Instructional Service Agreements Between College Districts and Public Agencies**

Community colleges may claim FTES and consequently, State funding for classes given through instructional service agreements/contracts provided Education Code and Title 5 requirements are met. **The regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 55230232, 55805.5, 58051(c) - (g), 58051.5, 58055, 58056, 58058(b), 58100-58106 and Education Code Section 78015.**

This guide paraphrases applicable sections of Title 5 and applies only to classes conducted in a cooperative arrangement with public agencies. The following checklist should be used as a guide in the preparation of agreements or contracts:

1. The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.
2. The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.
3. The agreement/contract contains procedures, terms and conditions relating to:  
1) enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objectives; 4) supervision and evaluation of students; and, 5) withdrawal of students prior to completion of a course or program.
4. Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.
5. Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
6. Where an instructor is not a paid employee of the district, the college or district has a written agreement or contract with the instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor.
7. The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.

8. The course must be held at facilities which are identified clearly as being open to the general public (Title 5, Section 58051.5). Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106). The district policy on open enrollment must be published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005).

9. Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

10. The courses of instruction are specified in the agreement, the outlines of record for such courses and are approved by the college's curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.

11. Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outlines of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.

12. Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.

*NOTE: The college or district must demonstrate control and direction over instructors employed pursuant to 5 CCR section 58058(b) through such actions as providing the instructor an orientation, instructor manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.*

13. It is agreed that both contractor and community college district will insure that ancillary and support services are provided for the students (e.g., Counseling and Guidance, Placement Assistance).

14. The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.

15. The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.<sup>1</sup>

16. If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Section 55230-55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.

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<sup>1</sup> \* [17 accordance with AB4-1 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education code Section 8e1752

**APPENDIX B**  
**City of Oakland Public Safety Courses of Instruction**

**Part I. Comparison of State and Oakland Academy Requirements**

<b>SUBJECT (LEARNING DOMAINS)</b>	<b>P.O.S.T. HOURS</b>	<b>ACADEMY HOURS</b>
1) Leadership, Professionalism and Ethics	8.0.....	11.5
2) Criminal Justice System	2.0.....	4.0
3) Policing in the Community	18.0.....	20.0
4) Victimology/ Crisis Intervention	6.0.....	6.5
5) Introduction to Criminal Law	4.0.....	4.5
6) Property Crimes	6.0.....	6.0
7) Crimes against Persons	6.0.....	6.0
8) General Criminal Statutes	2.0.....	2.5
9) Crimes Against Children	4.0.....	6.5
10) Sex Crimes	4.0.....	5.0
11) Juvenile Law and Procedure	3.0.....	4.0
12) Controlled Substances	12.0.....	12.0
13) Alcohol Beverage Control Law	2.0.....	2.0
15) Laws of Arrest	12.0.....	14.5
16) Search and Seizure	12.0.....	16.0
17) Presentation of Evidence	6.0.....	12.0
18) Investigative Report Writing	48.0.....	74.5
19) Vehicle Operations	40.0.....	48.0
20) Use of Force	12.0.....	18.5
21) Patrol Techniques	12.0.....	16.5
22) Vehicle Pullovers	14.0.....	15.5

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**City of Oakland Public Safety Courses of Instruction**

23) Crimes in Progress	20.0.....	30.5
24) Handling Disputes/Crowd Control	8.0.....	12.5
25) Domestic Violence	10.0.....	11.0
26) Unusual Occurrences	4.0.....	4.0
27) Missing Persons	4.0.....	5.5
28) Traffic Enforcement	16.0.....	21.0
29) Traffic Collision Investigation	12.0.....	29.0
30) Preliminary Investigation	12.0.....	18.0
31) Custody	2.0.....	4.0
32) Lifetime Fitness	40.0.....	68.25
33) Arrest Methods/Defensive Tactics	60.0.....	156.0
34) First Aid/CPR	21.0.....	21.0
35) Firearms/Chemical Agents	72.0.....	143.0
36) Information Systems	2.0.....	4.0
37) Persons with Disabilities	6.0.....	9.5
38) Gang Awareness	2.0.....	2.0
39) Crimes Against the Justice System	4.0.....	4.0
40) Weapons Violations	4.0.....	7.5
41) Hazardous Materials Awareness	4.0.....	4.0
42) Cultural Diversity/Discrimination	16.0.....	29.5
43) Emergency Management	16.0.....	16.0
Scenario Tests	40.0.....	46.5
Test Review	15.0.....	15.0

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**City of Oakland Public Safety Courses of Instruction**

Written Test	25.0.....	31.0
Scenario Demonstrations	18.0.....	51.0
Exercise Tests (POST Physical Skills Pilot)	6.0.....	0.0
Exercise Tests (Administration)	.....	10.0
Oakland Police Department Objectives	.....	109.5
<b>TOTAL</b>	<b>672.0.....</b>	<b>1169.0</b>



**APPENDIX B**  
**City of Oakland Public Safety Courses of Instruction**

**Part II. Learning Domains And Hours Required**

**LEARNING DOMAIN 1 - LEADERSHIP, PROFESSIONALISM AND ETHICS (11.5 HRS)**

Discretionary Decision Making	Sgt. B. Hubbard.....	1.0
Ethics and Unethical Behavior	Sgt. B. Hubbard.....	2.0
Leadership, Professionalism, and Ethics	Sgt. B. Hubbard.....	2.5
Professional Conduct	Sgt. B. Hubbard.....	2.0
Leadership Development/Team Building	Ofc. B. Alaura .....	4.0

**LEARNING DOMAIN 2 - CRIMINAL JUSTICE SYSTEM (4.0 HRS)**

Criminal Justice System	Sgt. C. Sansone .....	4.0
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**LEARNING DOMAIN 3 – POLICING IN THE COMMUNITY (20.0 HRS)**

Policing in the Community	Lt. M. Allison.....	4.0
Problem Oriented Policing	Sgt. L. Ausmus.....	5.0
Tactical Communication	Sgt. (Ret) J. Martinez .....	11.0

**LEARNING DOMAIN 4 – VICTIMOLOGY/ CRISIS INTERVENTION (6.5 HRS)**

Victimology/Crisis Intervention	Sgt. J. Encinias.....	6.5
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**LEARNING DOMAIN 5 - INTRODUCTION TO CRIMINAL LAW (4.5 HRS)**

Introduction to Criminal Law	Sgt. C. Wong.....	4.5
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**LEARNING DOMAIN 6 – PROPERTY CRIMES (6.0 HRS)**

Property Crimes	Sgt. C. Wong.....	6.0
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**LEARNING DOMAIN 7 - CRIMES AGAINST PERSONS (6.0 HRS)**

Crimes Against Persons	Sgt. C. Wong.....	6.0
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**APPENDIX B**  
**City of Oakland Public Safety Courses of Instruction**

**LEARNING DOMAIN 19 - VEHICLE OPERATIONS (48.0 HRS)**

Vehicle Operations	Ofc. J. Mendez .....	38.0
Night-time Vehicle Operations	Ofc. J. Mendez .....	10.0

**LEARNING DOMAIN 20 - USE OF FORCE (18.5 HRS)**

Use of Force	Sgt. B. Hubbard.....	18.5
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**LEARNING DOMAIN 21 - PATROL TECHNIQUES (16.5 HRS)**

Patrol Techniques	Sgt. M. Reilly .....	12.5
Radio Communications	PCS. A. Sidney .....	4.0

**LEARNING DOMAIN 22 - VEHICLE PULLOVERS (15.5 HRS)**

Basic Tactical Considerations	Ofc. B. Alaura .....	7.0
Driver Contact	Ofc. B. Alaura .....	2.0
Felony/High Risk	Ofc. B. Alaura .....	3.5
Non-Conventional	Ofc. B. Alaura .....	1.0
Searching	Ofc. B. Alaura .....	2.0

**LEARNING DOMAIN 23 - CRIMES IN PROGRESS (30.5 HRS)**

Crimes in Progress	Sgt. M. Reilly .....	30.5
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**LEARNING DOMAIN 24 - HANDLING DISPUTES/CROWD CONTROL (12.5 HRS)**

Crowd and Riot Control	Ofc. J. Doolittle.....	5.5
Handling Disputes	Sgt. (Ret) J. Martinez .....	7.0

**LEARNING DOMAIN 25 - DOMESTIC VIOLENCE (11.0 HRS)**

Domestic Violence	Sgt. (Ret) J. Martinez .....	11.0
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**LEARNING DOMAIN 26 - UNUSUAL OCCURRENCES (4.0 HRS)**

Fire Conditions	OFD Lt. J. Weir .....	2.0
Unusual Occurrences	Sgt. B. Donelan .....	2.0

**LEARNING DOMAIN 27 - MISSING PERSONS (5.5 HRS)**

Missing Persons Investigations	Ofc. P. Mahanay .....	5.5
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**LEARNING DOMAIN 28 - TRAFFIC ENFORCEMENT (21.0 HRS)**

Traffic Enforcement	Ofc. R. Haley .....	19.5
Vehicle Impound and Storage	Ofc. G. Hara .....	1.5

**LEARNING DOMAIN 29 - TRAFFIC COLLISION INVESTIGATION (29.0 HRS)**

Traffic Collision Investigation	Ofc. D. Tirapelli .....	29.0
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**LEARNING DOMAIN 30 - PRELIMINARY INVESTIGATION (18.0 HRS)**

Evidence	PET K. Potter .....	9.0
Preliminary Investigation	Sgt. C. Basa .....	2.0
Death Investigations	Sgt. C. Basa .....	3.0
Death (SIDS) Learning Activity	Sgt. D. Faeth .....	1.0
Sexual Assaults Learning Activities	Sgt. J. Encinias .....	3.0

**LEARNING DOMAIN 31 - CUSTODY (4.0 HRS)**

Custody	Sgt. C. Basa .....	4.0
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**LEARNING DOMAIN 32 - LIFETIME FITNESS (68.25 HRS)**

Physical Proficiency Evaluation	Staff .....	4.0
Lifetime Fitness (Classroom)	Lt. R. Backman .....	4.0
Lifetime Fitness	Staff .....	57.75
Work Sample Test Battery	Staff .....	2.5

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**LEARNING DOMAIN 33 – ARREST METHODS/DEFENSIVE TACTICS (156.0 HRS)**

Arrest Methods/Defensive Tactics                      Ofc. B. Alaura .....156.0

**LEARNING DOMAIN 34 - FIRST AID/CPR (21.0 HRS)**

First Aid and CPR    Ofc. D. Sawyer.....21.0

**LEARNING DOMAIN 35 - FIREARMS/CHEMICAL AGENTS (143.0 HRS)**

Chemical Agents    Ofc. W. Burke .....4.0

Chemical Agents Simulation                              Ofc. W. Burke .....4.0

Firearms    Ofc. F. Jenkins .....119.0

Patrol Simulations/Force Options                      Off. F. Jenkins.....8.0

Tactical Pistol Shoot    Off. F. Jenkins.....8.0

**LEARNING DOMAIN 36 - INFORMATION SYSTEMS (4.0 HRS)**

Information Systems    PCS A. Sidney .....4.0

**LEARNING DOMAIN 37 - PERSONS WITH DISABILITIES (9.5 HRS)**

Persons with Disabilities                                      Ofc. D. Neff .....9.5

**LEARNING DOMAIN 38 - GANG AWARENESS (2.0 HRS)**

Gang Awareness    Sgt. S. Wong .....2.0

**LEARNING DOMAIN 39 - CRIMES AGAINST THE JUSTICE SYSTEM (4.0 HRS)**

Crimes Against the Justice System                      Sgt. B. Hubbard.....4.0

**LEARNING DOMAIN 40 - WEAPONS VIOLATIONS (7.5 HRS)**

Weapons Violations    Ofc. D. Wong .....7.5



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First Aid (LD 34)	Ofc. D. Sawyer.....1.0
Force Options (LD 33: Phase III)	Ofc. B. Alaura.....1.0
Searching and Handcuffing (LD 33: Phase I)	Ofc. B. Alaura.....1.0
Traffic Collision Investigation (LD 29)	Ofc. D. Tirapelli.....4.0
Weaponless Defense/Baton (LD 33: Phase II)	Ofc. B. Alaura.....1.0

**OAKLAND POLICE DEPARTMENT PERFORMANCE OBJECTIVES (84.5 HRS)**

Arson Investigation	Sgt. B. Donelan.....2.0
Buy/Bust Operations	Lt. R. Wingate.....2.0
Benefits Presentation	OPRM Staff .....1.0
CAD/Field Based Reporting	Sgt. J. Bassett.....16.0
Departmental Orientation	Staff.....8.0
Drug Influence Investigation	Off. G. Hara .....2.0
Elder Abuse Investigations	Sgt. D. Faeth .....1.0
Electronic Controlled Weapon	Off. R. Kabahit.....8.0
Fundamentals of Stress Management	Mr. C. Geis.....8.0
Introduction to Field Training	Off. J. Foreman .....2.0
Internal Affairs Orientation/CPRB	DC D. Outlaw .....2.0
Line of Duty Death	Ms. R. Hassna .....1.0
Negotiated Settlement Agreement Policy	Chief S. Whent.....2.0
Negotiated Settlement Agree. Overview	Chief S. Whent.....2.0
Oakland Police Department Benefits	Personnel Division/OPRM.....2.0

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Oakland Police Officers' Association Orientation	Ms. R. Hassna .....	1.0
Officer Involved Shooting Investigations	Sgt/ C. Basa.....	1.0
Open Air Drug Market	Lt. R. Wingate.....	2.0
ProNet	Ofc. B. Pappas.....	1.0
Weekly Review	Sgt. M. Guttormson.....	13.0
Search Warrants	Off. E. Karsseboom.....	2.0
Staff Time (Administrative)	Staff.....	13.5
Staff Time (Basic Academy Critique)	Sgt. M. Guttormson.....	3.0
Staff Time (Graduation)	Ofc. K. Jones.....	3.0
Staff Time (Graduation Rehearsal)	Ofc. K. Jones.....	5.0
Use of Force Case Law Review	Sgt. B. Hubbard.....	4.0
Wire/Surveillance Operations	Lt. R. Wingate.....	2.0



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**Part III. Instructors**

Officer Brian Alaura	Training Division
Sergeant Lisa Ausmus	Patrol Division
Sergeant Caesar Basa	Criminal Investigation Division
Sergeant James Bassett	Patrol Division – Report Writing
Sergeant Arturo Bautista	Patrol Division
Officer Dave Burke	IT Section
Officer Timothy Dolan	Traffic Section
Sergeant Barry Donelan	Criminal Investigation Division
Sergeant Jack Doolittle	Patrol Division
Sergeant Jill Encinias	Patrol Division
Sergeant Dave Faeth	Patrol Division
Officer Joseph Forman	Field Training Unit
Sergeant James Frugoli	Criminal Investigation Division
Mr. Craig Geis	California Training Institute
Sergeant Mary Guttormson	Training Division
Officer Marcus Hackenberg	Patrol Division
Officer Rodger Haley	Patrol Division
Officer Glen Hara	Patrol Division
Mrs. Renee Hassna	Oakland Police Officers' Association
Sergeant Bryan Hubbard	Training Division
Evidence Technician Julie Jaecksch	Patrol Division
Officer Fred Jenkins	Training Division

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Lieutenant Trevelyan Jones	Criminal Investigation Division
Officer Ryan Kabahit	Training Division
Sergeant Eric Lewis	Criminal Investigation Division
Officer Patrick Mahanay	Patrol Division
Sergeant (Ret) Jim Martinez	Former OPD
Officer John Mendez	Training Division
Officer William Pappas	Patrol Division
Officer Doria Neff	Patrol Division
Sergeant Randy Pope	Patrol Division
Officer Joseph Rasler	Criminal Investigation Division
Sergeant Michael Reilly	Intelligence Section
Officer Mark Rhoden	Patrol Division
Sergeant Chris Sansone	Patrol Division
Officer Donald Sawyer	Patrol Division
Officer Jennifer Sena	ABAT
Comm. Supervisor Ametrius Sidney	Communications Division
Officer Shane Tarum	Training Section
Officer Dan Tirapelli	Traffic Division
Sergeant Richard Vierra	Patrol Division
Chief Sean Whent	Chief of Police
Lieutenant Kevin Wiley	Patrol Division
Lieutenant Randy Wingate	Criminal Investigation Division
Sergeant Clifford Wong	Patrol Division

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Officer David Wong

Criminal Investigation Division

Officer Scott Wong

Patrol Division

*Aracelis Jones*  
City Attorney

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2014 FEB 13 PM 1:2 **OAKLAND CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_ C.M.S.**

**Introduced by Councilmember \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE PERALTA COMMUNITY COLLEGE DISTRICT (PERALTA COMMUNITY COLLEGE) TO AFFILIATE PUBLIC SAFETY TRAINING COURSES WITH THE OAKLAND POLICE DEPARTMENT (OPD) AND TO ACCEPT AND APPROPRIATE FUNDS WORTH AN ESTIMATED AMOUNT OF TWO HUNDRED THOUSAND THREE HUNDRED FORTY-NINE DOLLARS (\$200,349) FOR THE PURPOSES OF ADDITIONAL TRAINING OF OPD PERSONNEL AND THE DEVELOPMENT OF A PUBLIC SAFETY TRAINING FACILITY, AND TO ACCEPT FUTURE FUNDS THAT ARE PROVIDED BY THE STATE OF CALIFORNIA THROUGH REIMBURSEMENT TO THE PERALTA COMMUNITY COLLEGE IF ADDITIONAL ACADEMIES ARE APPROVED.**

**WHEREAS**, OPD presents its own public safety training courses; and

**WHEREAS**, the City of Oakland (City) desires to maintain the high standards required of its public safety personnel by affiliating with a local institution of higher learning; and

**WHEREAS**, the affiliation between OPD and Peralta Community College will result in advanced education opportunities for OPD, and an increased visibility of OPD within the local college community, thereby potentially attracting more candidates for public safety positions in Oakland; and

**WHEREAS**, the State of California provides reimbursement to Peralta Community College for each Full Time Equivalent Student (FTES) generated by presenting public safety courses; and

**WHEREAS**, the current reimbursement rate to Peralta Community College equals three thousand two hundred seventy-one dollars (\$3,271) per FTES; and

**WHEREAS**, under the affiliation agreement, OPD would receive 50% of the gross revenues generated through presenting the public safety courses; now, therefore, be it

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**PUBLIC SAFETY CMTE.**

**FEB 25 2014**

**RESOLVED:** That these revenues shall be held in the Miscellaneous Grants Fund (2999), Training (103430), Police Training Program (PS09), in a project number to be determined; and

**RESOLVED:** That the monies deposited in the fund account shall accumulate for the purposes of providing ongoing training, and any other allowable use; and be it

**RESOLVED:** That OPD shall spend the monies in accordance with all applicable state and local regulations, statutes and codes; and be it

**RESOLVED:** That the City Administrator or her designee is authorized to accept and appropriate the estimated \$200,349 of revenues that the City will receive for the 170<sup>th</sup> Police Academy, under this agreement; and be it

**RESOLVED:** That the City Administrator or her designee is hereby authorized to enter into an affiliation agreement between OPD and Peralta Community College; and be it

**FURTHER RESOLVED:** That the funds received as the City's share of reimbursement from the State of California for providing instruction for approved public safety courses be deposited into an OPD fund for the purpose of funding additional OPD training and the planning, designing, constructing, maintaining and equipping of a state-of-the-art public safety training facility.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution passed by the City Council of the City of Oakland on \_\_\_\_\_.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES – BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF, and PRESIDENT KERNIGHAN

NOES –

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_

LATONDA SIMMONS  
City Clerk and Clerk of the Council  
of the City of Oakland, California

**PUBLIC SAFETY CMTE.**  
FEB 25 2014