

EXHIBIT

"A"

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL AGREEMENT FOR CONDUCTING A SATELLITE BASIC PEACE OFFICER COURSE

Section 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. The City of Round Rock ("Local Government") is a Texas home-rule municipality that operates a law enforcement agency, seeking to provide a basic peace officer course for candidates.

1.3. CAPCOG is licensed by the Texas Commission on Law Enforcement as a regional academy, authorized to conduct law enforcement training programs that meet the requirements of the Texas Commission on Law Enforcement (TCOLE) rules §215.1, §215.3, §215.7 and §215.9.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and Agreements hereinafter set forth and for other good and valuable consideration as set forth herein, CAPCOG and the Local Government agree as follows:

Section 2. Purpose

2.1. CAPCOG and Local Government desire to offer a basic peace officer certification course at a location designated by the Local Government.

Section 3. Duties of the Parties

3.1. Pursuant to this Agreement, CAPCOG shall aid, assist and offer TCOLE licensed Regional Law Enforcement Academy education and training opportunities, to be conducted at a location designated by Local Government, who shall conduct the training in accordance with CAPCOG Regional Law Enforcement standards and procedures, as amended, in the performance of Local Government's governmental functions.

3.2 Pursuant to this Agreement, Local Government shall designate locations within their jurisdictional boundaries for training programs to be held; provide and assign (subject to CAPCOG's consent and removal) qualified, state certified law enforcement instructors and other personal as necessary to perform the training in accordance with CAPCOG Regional Law Enforcement standards and procedures, as amended; ensure that all training conducted by Local government instructors is in accordance with CAPCOG Regional Law Enforcement Academy Standards; allocate facilities and resources as necessary to conduct law enforcement training at designated locations.

3.3 The Parties to this agreement have no authority to act on behalf of or represent each other by entering into this agreement.

3.4 The Parties shall not exclude anyone from participating in any training or education opportunity provided pursuant to this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex,

age, disability, handicap, veteran status, or national origin or any other state or federally recognized protected class or basis.

3.5 The Local Government represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract.

3.6. CAPCOG represents that it is a licensed law enforcement academy and is in compliance with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances and TCOLE rules and regulations.

Section 4. Independence

4.1. CAPCOG and the Local Government are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement. The parties covenant and agree that each shall perform under this agreement independently and not as an officer, agent, servant or employee of each other; that each shall have exclusive control of and exclusive right to control over their respective duties pursuant to this agreement, including all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between either Party, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the Parties. The Parties hereto understand and agree that CAPCOG shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance of the training and education conducted by the Local Government in the performance of this Agreement and that the Local Governments have no authority to bind each other.

Section 5. Duty to Defend and Designate as Additional Insured

5.1. Local Government agrees to hold a DUTY TO DEFEND CAPCOG and the elected officials, employees, officers, directors, volunteers and representatives, individually, officially and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG, its agents, its employees, officials or representatives and shall name CAPCOG and those representatives listed above as additional insured under the Local Governments' general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG may seek coverage upon demand by CAPCOG in the event of a covered claim.

5.2. If the Local Government is served with process in a suit or proceeding described in Section 5.1, the Local Government agrees promptly to furnish CAPCOG with a copy of all legal process upon receipt.

5.3. The Local Government agrees that its obligations under Secs. 5.1 and 5.2 apply to causes of action accruing during the term of this Agreement, and that for this purpose the obligations will survive the ending or early termination of this Agreement.

Section 6. Records and Inspections

6.1. The Local Government agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. The Local Government agrees to maintain these records at the Local Government's offices.

6.2. Subject to the additional requirement of Section 6.3, The Local Government agrees to preserve the records for four years after receiving its final payment under this Agreement.

6.3. If an audit of or information in the records is disputed or the subject of litigation, the Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

6.4. CAPCOG is entitled to inspect and copy, during normal business hours at the Local Government's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.

6.5. CAPCOG is also entitled to visit The Local Government's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this Agreement.

6.6. The Office of the Governor, Criminal Justice Division, has the same inspection, copying, and visitation rights as CAPCOG.

Section 7. Nondiscrimination and Equal Opportunity

7.1. CAPCOG and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Section 8. Effective Date, Term, Termination, Cancellation and Suspension.

8.1. When signed on behalf of both parties, this Agreement takes effect on the date it is signed on behalf of CAPCOG. The Parties agree that this agreement has a term of one year, and is automatically renewed unless terminated in writing by either party. Either party may terminate the agreement at any time by providing notice in writing to the other party. Termination is effective upon completion of any active training being conducted under this agreement is complete. However, any active training CAPCOG may immediately suspend this Agreement for the Local Government's noncompliance with the terms of the license or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when the Local Government's contact is notified in writing.

8.2 CAPCOG may also terminate this licensing Agreement if the Local Government intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to CAPCOG in the reporting or required documentation of the BPOC course; or, the Local Government fails to comply with any term of a contract or violation of a TCOLE rule or law.

8.3. The Local Government acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the training will not be available at the time of delivery or performance.

8.4. CAPCOG terminates this contract for unavailability of funds by giving the Local Government notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Section 9. Dispute Resolution

9.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this section.

9.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Section 10. Notice to Parties

10.1. Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 10.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 10.2.

10.2. CAPCOG's address is 6800 Burlison Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. The Local Government's address is: 221 E. Main Street, Round Rock, Texas 78664, Attention: Laurie Hadley, City Manager.

10.3. A party may change its address by providing notice of the change in accordance with Section 10.1.

Section 11. Exhibits

11.1. The following Exhibits, as amended, are a part of this Agreement. The following exhibits, as amended, are a part of this Agreement as if recited verbatim, herein:

- 11.1.01 Satellite Location BPOC Training Requirements (Exhibit A)
- 11.1.02 Basic Peace Officer Course Rules (Exhibit B)
- 11.1.03 Regional Law Enforcement Academy Standard Operating Procedure (Exhibit C)

Section 12. Miscellaneous

12.1. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code. Each Party representative executing this contract on behalf of the Local Governments participating, represent and warrant that this agreement was approved by the governing body at a meeting held in compliance with the Texas Open Meetings Act and any other law or regulation applicable to the meeting; that the governing body approved this agreement as required by law; and, that the Party representative has the authority to bind the governing body to this agreement by executing the agreement on its behalf and that the party is legally authorized to perform the obligations undertaken.

12.2. This Agreement states the entire agreement of the parties. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the subject matters addressed herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

12.3. Any amendment to this Agreement, excluding exhibits, must be in writing and will be effective only if approved by the governing body and executed by the authorized representatives of each of the Parties. This Agreement is binding on and inures to the benefit of the parties' successors in interest.

12.4. Should any Party pay a direct expense for the performance of governmental functions or services provided to carry out this agreement it must make those payments, if any, from current revenues available to that Party. *See Texas Government Code § 791.011(d)(3)*. The consideration as contemplated, described and provided by this section fairly compensates the Parties for the duties performed hereunder.

12.5. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

12.6. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

12.7. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

12.8. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

12.9. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to

circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

12.10. Any provision of the Agreement that may be interpreted to waive the immunity from suit and/or immunity from liability of either party is void unless agreed to by specific acknowledgement of the provision within the Agreement.

City of Round Rock

CAPITAL AREA COUNCIL OF GOVERNMENTS

By _____
Laurie Hadley
City Manager

By _____
Betty Voights
Executive Director

Date _____

Date _____

Date of Local Government approval by Governing Body: _____

Exhibit A

Satellite Location BPOC Training Requirements

In offering TCOLE licensed Regional Law Enforcement Academy education and training opportunities at a satellite location, the Local Government shall, in accordance with CAPCOG Regional Law Enforcement standards and procedures, as amended, in the performance of Local Government's governmental functions.

1. Conduct all training using only qualified trainer coordinator meeting all TCOLE requirements as stated in TCOLE Rule §215.10 Course Instructor Requirements.
2. Not conduct Distance Education, as it is not permitted under this agreement.
3. Comply with and conform all training conducted to all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances and academy rules. Specifically, the Local Government agrees to become familiar with and comply with the CAPCOG Regional Law Enforcement Academy's Basic Peace Officer Course Rules.
4. Conduct all classroom instruction in accordance with TCOLE's minimum training standards and in accordance with rules and standards of the CAPCOG RLEA.
5. Upon execution of the contract, furnish CAPCOG completed RLEA forms per the requirements of TCOLE, which includes instructors' résumés or vitae and copies of relevant certificates as requested by CAPCOG RLEA.
6. Provide CAPCOG a completed and up-to-date copy of the lesson plan and other documents as required by TCOLE for each course being delivered to the CAPCOG RLEA and its customers during the term of this contract. Failure to comply with this requirement shall be treated as a default under the contract.
7. Provide supervision of all instructors while conducting training under this licensing Agreement and ensure instructors' compliance with all requirements.
8. Use only CAPCOG RLEA-approved lesson plans containing learning objectives and student evaluations for each course.
9. Submit all documentation to CAPCOG as required and sufficient for reporting training to TCOLE for each course conducted.
10. Submit to CAPCOG written notice within seven days of: any change in the chief administrator or training coordinator; any failure to meet TCOLE rules and standards by the Local Government or instructors, or failure to meet CAPCOG RLEA rules and standards by the Local Government or instructors; when non-compliance with federal or state requirements is discovered; any change in schedule or anticipated completion of training; or any change in name, physical location, mailing address, electronic mail address, or telephone number.
11. Shall comply with the chain of command and the disciplinary procedures as set out in the CAPCOG RLEA Basic Peace Officer Course Rules.
12. Shall ensure that all participants are aware of the process for the submission of any complaints in the conduct of any course provided under this Agreement and shall further inform CAPCOG regarding any complaint made regarding training provided under this Agreement promptly.

CAPCOG, as a licensed law enforcement academy, shall provide the following in compliance with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances and TCOLE rules and regulations:

1. Lesson plans, learning objectives, and any and all media visual training material for conducting the Basic Peace Office Course to the Local Government.
2. All financial management of the course, calculating the revenues and collecting tuition fees and class fees from all participants.
3. Scheduling and maintain registration for the course on the CAPCOG RLEA training website.
4. On-site observation and monitoring of instruction provided under this licensing Agreement to ensure BPOC objectives are being effectively reviewed and taught.
5. Test materials electronically, including topical, major and comprehensive tests.
6. Grading and post all grades and provide copies for classroom and the Local Government.
7. Investigation into any reported failure to meet TCOLE rules and standards by the Local Government or instructors, or failure to meet CAPCOG RLEA rules and standards by the Local Government or instructors.
8. Appropriate determinations for any disciplinary action for any participant in training, in the event an incident is reported which warrants disciplinary action, in compliance with CAPCOG RLEA Basic Peace Officer Course Rules.
9. Reporting of applicable training activities to TCOLE upon submission of competent documentation such as sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, and course evaluations.
10. Maintenance of records of the course and participants as required by law and in accordance with TCOLE rules and standards.

Exhibit B

Capital Area Council of Governments



Regional Law Enforcement Academy

Basic Peace Officer Course Rules

(Revised 08/17/2017 by R Holmes)

Contact Information

Randy Holmes 512-916-6161
Director, Regional Law Enforcement Academy

rholmes@capcog.org

Roger Sprott 512-916-6164
Chief Instructor, Regional Law Enforcement Academy

rsprott@capcog.org

Mary Ramirez 512-916-6160
Administrative Assistant, Regional Law Enforcement Academy

mramirez@capcog.org

Voice mail will be accepted after hours.

Academy Fax: 512-916-6173

Table of Contents

Topic	Page
Mission	6
<u>01. Rules</u>	6
01.1. General Provisions	6
01.2. Purpose of Rules	6
01.3. Exception	6
01.4. Definitions	7-10
<u>02. Fees and Reimbursement Policy</u>	10
02.1. Fees	10
02.2. Reimbursement Policy	10
<u>03. Veterans Administration</u>	10
03.1. VA Program Participants	10
03.2. Student's Eligibility	10
03.3. Student's Responsibility	10
03.4. RLEA's Responsibility	10,11
<u>04. BPOC Chain of Command</u>	11
04.1. BPOC Chain of Command for Day BPOC	11
04.2. BPOC Chain of Command for Evening BPOC	11
<u>05. Disciplinary Action</u>	11
05.1. Disciplinary Action	11
05.2. Who May Administer Disciplinary Action	12
05.3. Student Removed From Class Based on Negative Conduct	12
05.4. Subsequent Disciplinary Action	12
05.5. Written Essay Assignments	12
05.5. Written Essay Format for Excused Absences	12
05.7. Written Essay Format for Disciplinary Action	12
05.8. References for Essay Assignments for Disciplinary Action	13
05.9. When Essays Shall be Submitted	13
05.10. Who Receives Completed Essays	13
05.11. Grading Criteria for All Essays	13
05.12. Student's Responsibility to Make Up Work	14
<u>06. Reports on Sponsored Students</u>	14
06.1. Sponsoring Agency Notification Policy	14
06.2. Weekly Report to Home Agency	14
06.3. Immediate Report to Home Agency	14
06.4. Reporting Method	14
06.5. Termination of Sponsored Students	15
<u>07. Termination from the BPOC or Voluntary Withdrawal</u>	15
07.1. Termination from the BPOC	15
07.2. Disciplinary Appeals	15
07.3. Voluntary Withdrawal from the BPOC	15
<u>08. Student Materials and Personal Equipment</u>	15
08.1. Student Materials	15,16
08.2. Personal Equipment	16
<u>09. Conduct Unbecoming or Prejudicial to Good Order</u>	16
09.1. Introduction	17

09.2. Truthfulness; Honesty; Cheating	17
09.3. Criticism and Courtesy; Insubordination	18
09.4. Harassment	19
09.5. Discrimination	19
09.6. Abuse of Position; Seeking Gratuities/Gifts	19,20
09.7. Possession of Firearms	20
09.8. Possession or Use of Alcoholic Beverages or Drugs	20
09.9. Gambling	20
09.10. Fit for Class; Sleeping	20,21
09.11. Neglect	21
09.12. BPOC Student Duties/Squad Duties	21
09.13. Training Equipment	21
09.14. Professional Etiquette	21,22
09.15. Utilization of Chain of Command	22
09.16. Complaint Procedure	22
09.17. Use of Cellular Telephones and Pagers	22
09.18. Violation of Criminal Laws	22,23
09.19. Off Duty Conduct	23
10. <u>Facility Rules</u>	23
10.1. Smoking; Tobacco Products; Gum	23
10.2. Classroom/Lunch Breaks	23
10.3. Telephone Usage	23
10.4. Internet Usage	23,24
10.5. Food and Drinks	24
10.6. Student Parking	24
10.7. Areas "Off Limits"	24
10.8. Loitering on Academy Property	24
11. <u>Safety</u>	25
11.1. Classroom Safety Requirements	25
11.2. Firearms Range Safety Rules	25,26
11.3. Driving Track Safety Rules	26
11.4. Manifest Safety Hazard	26
12. <u>Physical Requirements</u>	26
12.1. Physical Requirements	26
13. <u>Dress Code</u>	26
13.1. Dress Code	26
13.2. General Requirements	27
13.3. Daily Uniform	27
13.4. Physical Training Uniform for Day BPOC Students Only	27
13.5. Footwear	27
13.6. Jackets, Coats or Sweaters	27
13.7. Hats or Caps	28
13.8. Undershirts	28
13.9. Jewelry	28
13.10. Body Art	28
13.11. Grooming Requirements for Male Students	28

13.12. Grooming Requirements for Female Students	29
13.13. Wearing the CAPCOG BPOC Student Uniform	29
13.14. Leather and Web Gear	29
13.15. Training Gear Requirements	29
13.16. Adherence to Uniform Policy	30
14. <u>Attendance Standards</u>	30
14.1. Attendance	30
14.2. Excused Absences	30
14.3. Unexcused Absences	30
14.4. Absence Due to Illness or Injury	31
14.5. Notification of Absence	31
14.6. Failure to Notification of Absence	31
14.7. Disciplinary Action regarding Absences	31
15. <u>Injuries</u>	31
15.1. Report of Injury; Release from Physician	31,32
16. <u>Curriculum</u>	32
16.1. Curriculum	32
17. <u>Student Notebook</u>	32
17.1. Student Notebook	32
17.2. Rough Notes	32
17.3. Final Notes	32,33
17.4. Handout Material	33
17.5. Proper Form of Notebook	33
17.6. Notebook Grading	33
18. <u>Student BPOC Examinations and Grade Point Averages</u>	33
18.1. Pop Quizzes	33
18.2. Topical Examinations	34
18.3. Practical Examination	34
18.4. Major Examinations	34
18.5. Comprehensive Examinations	34
18.6. Examination Content	34
18.7. Minimum Standard for Written Examinations	34
18.8. Minimum Standards for Practical Examinations	34
18.9. Minimum Acceptable Grade Point Average	35
18.10. Definition of Grade Point Average	35
18.11. The Three “Written Examination” Failure Rule	35
18.12. Final Examination	35,36
18.13. Makeup of Official Grade Point Average	36
18.14. Academic Failure	36
18.15. Confidentiality of Academic Records	36
19. <u>BPOC Course Schedule</u>	37
19.1 Day class	37
19.2 Evening class	37
19.3 Class officers	37
19.4 Daily activities	37

Capital Area Council of Governments
Regional Law Enforcement Academy (RLEA)

Basic Peace Officer Course Rules

Mission

The mission of the Basic Peace Officer Course is to provide training of the highest possible quality to police candidates. It is the intent of the RLEA to provide a climate wherein maximum training benefits may be attained, discipline may be evaluated and leadership may be instilled within each student.

01. Rules

01.1. General Provisions

- A. To ensure the most efficient and practical operation of the Capital Area Council of Governments Regional Law Enforcement Academy's fair and equitable treatment of every student, instructor, and staff member, and fair and equitable application of the disciplinary process, these rules have been formulated to ensure that students understand the expectations set forth by the RLEA and its staff.
- B. The Director may amend these rules in writing when necessary, and the amendment is effective upon its receipt by a student.
- C. None of these rules or regulations precludes the possibility that, because of circumstances, there could be a reasonable and/or justifiable cause for violation of a rule. Therefore, each alleged violation of a rule or regulation will be reviewed and considered on a case-by-case basis and on its own set of facts and circumstances.

01.2. Application of Rules and Regulations

- A. The rules apply to each student enrolled in the Basic Peace Officer Course provided through the Capital Area Council of Governments Regional Law Enforcement Academy.
- B. The rules apply at all times to a student while on the Regional Law Enforcement Academy site; offsite, en route to, or at a training location; and offsite while wearing the student uniform.

01.3. Exception

The Director has the authority to make exceptions to these rules.

01.4. Definitions

Academic Records – A student’s test or examination score, pass/fail, grade-point average, class standing, final course grade, standing, final course grade and notation of termination for academic failure

Body Art- art made on the human body and includes tattooing, scarification, branding and scalping. This does not apply to cosmetic tattooing on the facial area.

BPOC – Basic Peace Officer Course

Cadet – A student enrolled in the Basic Peace Officer Course

CAPCOG– Capital Area Council of Governments

Chief Instructor- the Chief Instructor of the Regional Law Enforcement academy. Supervises all BPOC’s and is the first point of contact for all Course Coordinators regarding any BPOC matter. Acts as director in Director’s absence. Is responsible for all scheduling and ensuring that CAPCOG RLEA Rules and Regulations are followed in all aspects. For on-site BPOC’s: insures instructors are assigned and present; cadets are present and prepared for training; monitors classes to insure training is taking place professionally and safely; administers and monitors testing; provides tutoring as necessary; reviews and grades rough and final notes; and handles disciplinary issues up to Level III.

Class president- elected by the BPOC students in that class and reports directly to the Chief Instructor or Class Coordinator as appropriate. Will distribute information from the Chief Instructor or Class Coordinator to the class. Supervises Sergeant at arms and squad leaders.

Course Coordinator- Supervises the BPOC’s for off-site locations (satellite classes) and reports directly to the Chief Instructor. Is responsible for ensuring that CAPCOG RLEA Rules and Regulations are followed in all aspects. Insures instructors are assigned and present; cadets are present and prepared for training; monitors classes to insure training is taking place professionally and safely; administers and monitors testing; provides tutoring as necessary; reviews and grades rough and final notes; handles disciplinary issues up to Level III; and keeps Chief Instructor up to date on all matters regarding the BPOC.

Director – the Director of Regional Law Enforcement Academy of the Capital Area Council of Governments. The director provides guidance and strategic direction of the RLEA, coordinates law enforcement training with regional and local law enforcement agencies, develops budgetary and

audit issues, monitors rules changes by TCOLE, plans, assigns, and supervises work of the RLEA staff.

Duty Rig – duty belt, duty belt keepers, handcuff case, collapsible baton holder, double magazine holder and holster for pistol (these items can be in leather or nylon web)

Full Duty Rig – duty rig along with handcuffs, collapsible baton, two magazines and approved pistol

Guest Instructor – Anyone contracted or selected to teach a portion of or one or more topics of the BPOC

Hosting Agency – A law enforcement agency who is hosting a BPOC or BPOC related training

Instructor – Staff who is teaching a topic in the BPOC

Law Enforcement Agency – Any public sector agency that employs full-time, paid, licensed peace officers

LEEC – Law Enforcement Education Committee – The committee that has oversight of the operations of the CAPCOG RLEA

Magazine – Spring loaded shaft that holds ammunition for a pistol

May – Creates discretionary authority or grants permission or power

Name Plate – A tent card created with hard paper stock that displays the CAPCOG logo and the student's name

Negative Conduct – Conduct that is insubordinate or disrespectful to students, instructors, staff or others; includes conduct that impedes an effective and efficient learning environment

Off-site BPOC- Any BPOC not being conducted at 6800 Burleson Road, Austin, Texas.

Order – Any oral directive or command made by a guest instructor, Instructor or staff - Anytime a guest instructor, instructor or staff member tells a student to do something, it will be considered an order - An order must be legal and ethical; role play scenarios notwithstanding.

PT – Physical training or physical training course

RLEA - Capital Area Council of Governments Regional Law Enforcement Academy

Rule – A written order which governs, prohibits, or requires certain conduct by a student

Secretary/Treasurer- Elected by the students of the class. Reports directly to the President. Responsible for planning and collecting funds for the class plaque that is presented to the Director at graduation.

Sergeant at Arms- appointed and duties assigned by the Chief Instructor or Class Coordinator (as appropriate). Responsible for assembling class for inspections and training, maintaining order in the classroom and other duties as deemed necessary. Prepares a contact list for all students for notifications in case of change of class locations, weather cancellations, etc. Reports directly to the Chief Instructor or Class Coordinator until election of class president, at which time he/she will report directly to the class president. If the Sergeant at Arms is elected as Class president, the sergeant at arms position will not be refilled.

Shall – Imposes a duty

Sponsoring Agency – A law enforcement agency that employs a cadet who is enrolled in a BPOC or who provides required documentation required by TCOLE for admittance to a BPOC and necessary items for the BPOC curriculum with the intent (but not requirement) of hiring the student upon successful completion.

Sponsored Student – A cadet who is either an employee of a law enforcement agency or a student whose documentation and necessary items for the BPOC have been provided by a law enforcement agency.

Squad leaders- appointed by the Chief Instructor or Class Coordinator as appropriate and reports directly to the Sergeant at arms. Responsible for each member of the squad. Should gather contact information on each squad member and forward to sergeant at arms.

Staff – Any employee of CAPCOG or anyone employed by the law enforcement agency sponsoring the BPOC course

Strike through – Drawing one line, horizontally, through a word

Student – Any person enrolled in the BPOC; includes cadet. A student is not an employee of CAPCOG

VA – Veterans Administration

Vice-president- Elected by the members of the class. Assumes responsibility of Class president in case of class president's absence/termination.

02. Fees and Reimbursement Policy

02.1. Fees

Tuition for the BPOC paid by non-sponsored students shall be paid on or before the announced deadline. Failure to pay tuition for the course will result in termination from the BPOC course.

02.2. Reimbursement Policy

There will be no tuition reimbursement made after the beginning of the first day of class.

03. Veterans Administration

03.1. VA Program Participants

The CAPCOG RLEA is approved for Veterans Administration benefits for educational assistance. It is the responsibility of the student, not the RLEA, to provide all appropriate information necessary for filing claims.

03.2. Student's Eligibility

- A. Any student who is a veteran of the United States Armed Forces who has confirmed eligibility with the VA shall be eligible to take part in the VA program.
- B. Any student, sponsored or non-sponsored, who has confirmed eligibility with the VA may receive their benefits.

03.3. Student's Responsibility

- A. It is the student's responsibility to provide the Director a letter, from the VA, indicating that the student has benefits. This letter shall be submitted to the Director within the first two weeks of the BPOC.
- B. Students who choose to file for benefits shall submit high school transcripts, college or university transcripts, military transcripts, their DD-214 and certificates of all training they have received since their separation from military service. This documentation shall be submitted along with the student's verification of benefits from the VA.

03.4. RLEA's Responsibility

- A. The Director will insure all paperwork is submitted to the VA within 30 days from the beginning of the BPOC.

- B. The Director will insure that all documentation regarding any student participating in the VA program is submitted upon the request of the VA.
- C. The Director will insure that any change of status, regarding any student participating in the VA program, is submitted to the VA.

04. BPOC Chain of Command

04.1. BPOC Chain of Command for Day BPOC

- A. The BPOC Chain of Command for the Day BPOC is as follows: BPOC students report to the Chief Instructor. The Chief Instructor reports to the Director.
- B. In the absence of the Chief Instructor, students will report directly to the Director.

04.2. BPOC Chain of Command for off-site and evening BPOC

- A. The BPOC Chain of Command for the off-site and evening BPOC is as follows: BPOC students report to the Course Coordinator. The Course Coordinator reports to the Chief Instructor. The Chief Instructor reports to the Director.
- B. In the absence of the Course Coordinator, students will report to a Co-course Coordinator or current instructor.
- C. In case of any exigent circumstance, student shall report to the Chief Instructor or the Director.

05. Disciplinary Action

05.1. Disciplinary Action

- A. Students who violate one or more of the rules shall be subject to disciplinary action. Disciplinary action is defined below from the lowest to the highest:
 - i. Level I disciplinary action consists of a verbal warning.
 - a. The student will receive a verbal warning; however the documentation of that warning will be recorded in the student's file.
 - ii. Level II disciplinary action consists of a written warning along with a work assignment of a five (5) page essay over the current topic. If the student is between course topics at the time of the rule violation or at the time disciplinary action is taken, the selection of the topic will be at the discretion of the person assigning the disciplinary action.
 - iii. Level III disciplinary action consists of a written warning along with a ten (10) page essay over the current course topic. If the student is between topics at the time of the rule violation or at the time disciplinary action is taken, the selection of the topic will be at the discretion of the person assigning the disciplinary action.

iv. Level IV disciplinary action consists of termination from the Basic Peace Officer Course.

B. Depending on the circumstance of the violation, any of the above four levels of discipline may be chosen.

05.2. Who May Administer Disciplinary Action

- A. Based on any student's conduct, any instructor or guest instructor may recommend that disciplinary action, from Level 1 to Level 4, be taken against the student, through the chain of command, to the Director.
- B. The Director, Chief Instructor or Course Coordinator may administer Level I, Level II, and Level III discipline for violation of rule or regulation. The Chief Instructor or Course Coordinator may recommend Level IV disciplinary action for violation of any rules or regulations to the Director.
- C. Based on any student's conduct, the Director may administer Level I, Level II, Level III or Level IV disciplinary action against the student.

05.3. Student Removed From Class Based on Negative Conduct

In order to maintain a safe and effective learning environment, any student may be removed from class by any instructor, guest instructor, staff member, Course Coordinator, Chief Instructor or Director, because of negative conduct.

05.4 Subsequent Disciplinary Action

Students, who because of a violation of a rule have received disciplinary action of a certain level, may receive disciplinary action of the next higher level if the same or different rule or regulation is violated.

05.5. Written Essay Assignments

Students who receive a written essay assignment shall submit the essay to the Chief Instructor, Course Coordinator or Director as specified.

05.6 Written Essay Format for Excused Absences

Each written essay for an excused absence will be formatted in the same manner as final notes (see 17.3 Final Notes)

05.7. Written Essay Format for Disciplinary Action

Each written essay must be hand written in black ink using block letters (all capital printed letters), single spaced on white standard wide ruled, three hole punched paper. Writing will be on the front side of the paper only. The student's name and the date the paper was assigned shall be printed at the top right hand corner of the first page of the paper. The title of the paper shall be listed on the middle of the top line of the front page of the paper. The paper shall cover three areas of the selected topic: 1) Overview of the Topic, 2) The Student Understands the Topic, and 3) How the topic applies to Law Enforcement.

05.8. References for written Essay Assignments for Disciplinary Action

Students who receive a Level II disciplinary essay assignment shall use a minimum of 7 internet references or a minimum of 3 book references. Students who receive a Level III disciplinary essay assignment shall use a minimum of 12 internet references or a minimum of 6 book references. For the purposes of this rule, book references will include professional law enforcement or criminal justice periodical publications or journals and/or professional law enforcement or criminal justice text books.

05.9. When Essays shall be submitted

All assigned essays shall be submitted on the third day from the date of assignment, Example: If the student was given the assignment sometime during the training day on Monday, the essay must be turned in on Wednesday, at the beginning of the training day, prior to the beginning of class.

05.10. Who receives Completed Essays?

Completed essays shall be submitted to the Chief Instructor, Course Coordinator, Director or their designate.

05.11. Grading Criteria for all Essays

A. All essays will be graded.

B. Essays for disciplinary action shall be hand written on white standard ruled, three hole punched paper. Failure to write this essay on the above described paper will result in 25 points off of the grade for the essay. Neatness and writing style will be graded. Students shall write each essay using all capital block print (each letter will be a capital letter). Failure to submit the essay using capital block print will result in a failing grade for the essay. Each essay will be written in black ink. Failure to write the essay in black ink will result in 20 points off of the grade of the essay. Each essay will be neat and legible. The lack of neat and legible printing will result in 20 points off of the grade of the essay. Each essay will be written in proper form. The Student's name and the date the essay was assigned shall be printed at the top right hand corner of the first page of the essay. The title of the essay shall be listed on the middle of the top line of the front page of the essay. Each form violation will result in 10 points off of the grade of the essay. The essay shall adequately cover three areas of the selected topic: 1) Overview of the Topic, 2) The Student Understands the Topic, and 3) How the topic applies to Law Enforcement. Failure to adequately cover all of the above mentioned areas will result in an overall failing grade for the essay. Two "strike through" words will be allowed for five (5) page essays and four (4) "strike through" words will be allowed for ten (10) page essays. There will be five (5) points taken off of the overall grade of the paper for each "strike through" thereafter.

C. There will be five points taken off of the overall grade of the essay for each omission of a reference required by section 5.07.

- D. A student who receives a failing grade for their essay for a Level II Disciplinary Action will receive Level III Disciplinary Action. The topic for the Level III will be determined by the Course Coordinator, Chief Instructor or Director.
- E. A student who receives a failing grade for their Level II Disciplinary Action and then further receives a failing grade for the subsequently assigned Level III Disciplinary Action will receive a Level IV Disciplinary Action.
- F. A student, who is initially assigned a Level III Disciplinary Action and receives a failing grade for the essay, will be given Level IV Disciplinary Action.

05.12. Student's Responsibility to Makeup Work

Any student who has missed class due to an absence shall immediately copy any makeup notes, from classmates, that were missed during their absence. The make-up notes shall be submitted to the Course Coordinator, Chief Instructor or Director for inspection, along with the essay, within three (3) days from the return from the absence. Example: If the student misses training on Monday and arrives back to class on Tuesday, the student shall submit their make-up notes prior to the beginning of class on Thursday. If the student misses a portion of the day on Monday, the student shall submit the makeup work prior to the beginning of class on Wednesday. Failure to submit the required makeup notes will result in the student receiving Level II disciplinary action. It is the student's responsibility to initiate this activity and submit the make-up notes to staff on time.

06 Reports on Sponsored Students

06.1. Sponsoring Agency Notification Policy

The supervisor identified as the sponsoring agency contact will receive a weekly report from the Chief Instructor or Director.

06.2. Weekly Report to Sponsoring Agency

The weekly report will contain the student's grades for the week, along with the student's grade point average along with information relating to any absenteeism.

06.3. Immediate Report to Sponsoring Agency

The Chief Instructor or Director will immediately contact the supervisor identified as the home agency contact or the Chief of the sponsoring agency if the sponsored student has been injured, fails to show up to class, received any disciplinary action, fails any examination (practical or written) or is terminated from the BPOC.

06.4. Reporting Method

The weekly report will be transmitted once a week by e-mail the sponsoring agency contact.

06.5. Termination of Sponsored Students

Any sponsored student who has been terminated by their sponsoring agency will be immediately terminated from the BPOC.

07. Termination from the BPOC or Voluntary Withdrawal

07.1. Termination from the BPOC

Any student attending the BPOC may be terminated from the course for any violation of rules for which termination is a possible penalty. Students who are terminated from the BPOC, because of academic failure, may apply for a subsequent BPOC. Students who are terminated because of attendance violations may apply for a subsequent BPOC, upon the approval of the Director. Students terminated from the BPOC for any other reason may apply for another BPOC, after a two year period, with the approval of the Director. Any future enrollment in the BPOC will require a full tuition payment.

07.2. Disciplinary Appeal Process

- A. Students may appeal disciplinary action, through the chain of command, by submitting a letter of appeal to the Director. A written appeal letter must describe the circumstance surrounding the alleged rule or regulation violation, the reason for the student's actions that caused the disciplinary action and the objective of the appeal by the student. A written appeal must be submitted to the Director within 10 days from the date that the student received the disciplinary action.
- B. If the appeal relates to disciplinary action administered by the Chief Instructor or Course Coordinator, the Director will examine the circumstances by reviewing documentation and interviewing both parties. The Director will decide on the appeal within 15 days from the day the appeal was received the disciplinary action.

07.3. Voluntary Withdrawal from the BPOC

Students who voluntarily withdraw from the BPOC for reasons relating to sickness, injury, military duty, employment opportunities or personal problems may apply to enroll in any future BPOC. Students who withdraw in lieu of disciplinary action relating to unethical or unprofessional behavior may enroll after a two year period with the approval the Director. Any future enrollment in the BPOC will require a full tuition payment.

08. Student Materials and Personal Equipment

08.1. Student Materials

- A. The RLEA will furnish each student with the following materials:
 - 1. One Texas Law Book containing required laws and codes
 - 2. One thumb drive containing BPOC handouts
 - 3. One D-ring binder with one package of dividers
 - 4. One package notebook paper

5. One pen, one mechanical pencil, one highlighter

- B. Students will be responsible for having all supplies on hand during each training day when needed. Failure to have the proper student materials on hand when needed will result in a Level 1 disciplinary action. Multiple violations of this rule may result in disciplinary action up to and including termination from the BPOC.

08.2. Personal Equipment

The student will be responsible for having equipment on hand and ready for use during any topic where and when equipment is required. It is the student's responsibility to obtain the equipment by either purchasing the equipment or borrowing the equipment. It is also the student's responsibility to ensure that the equipment is approved and operational. Failure to have the functioning, approved equipment available when needed will result in disciplinary action up to and including termination from the BPOC. A list of the required equipment for the required topics is as follows:

<u>Topic</u>	<u>Equipment</u>
All Topics	Computer or similar device
Physical Training	PT Shorts, Shirt & Shoes
Fitness and Fellness	PT Shorts, Shirt & Shoes
Mechanics of Arrest	Full Duty Rig & Equipment Without Pistol or Ammo Mouthpiece
Collapsible Baton Course	Full Duty Rig & Equipment Without Pistol or Ammo Collapsible Baton Mouthpiece
Firearms Course	Full Duty Rig & Equipment 1000 Rounds of Pistol Ammo. 15 Rounds of 2 ¾ in. 12 Ga. OO Buck Shot 25 rounds 2 ¾ in. bird shot Pistol with three magazines
Patrol Practical's	Full Duty Rig and Equipment Without Pistol or Ammo.
Emergency Driving Course	BPOC vehicle, sponsoring agency vehicle or a comparable police type vehicle

9. Conduct Unbecoming or Prejudicial to Good Order

09.1. Introduction

- A. The following rules have been developed to promote proper conduct of students, promote professional ethics, and to maintain an efficient and comfortable working and learning environment.

- B. Any student violating any of these rules will be subject to disciplinary action, including immediate termination from the BPOC.

09.2. Truthfulness; Honesty; Cheating

- A. Students will be truthful in all answers to questions posed by any instructor or staff member, or in any written communication to an instructor or staff member, or in a work assignment, questionnaire, quiz or exam, or other writing submitted by the student.
- B. Students will be responsible for doing their own work assignments, projects, papers, quizzes and exams, etc. Any student assisting another student on any assignment, project, paper, quiz or exam, etc., without authorization, will be considered to have cheated and will be subject to immediate termination.
- C. Any student who receives the help of another student on any assignment, project, paper, quiz or exam, etc., without authorization, will be considered to have cheated and will be subject to immediate termination.
- D. Any student utilizing any unauthorized resource material for any assignment, project, paper, quiz or exam, etc., will be considered to have cheated and will be subject to immediate termination.
- E. Any student soliciting any cadet graduate for their knowledge of past test content, study material, assignments, projects or papers will be considered to have cheated and will be subject to immediate termination.
- F. Any student attending the day time BPOC who solicits a student enrolled in the evening time BPOC for information or knowledge of past test content, study material, assignments, projects or papers will be considered to have cheated and will be subject to immediate termination
- G. Any student attending the evening time BPOC who solicits a student enrolled in a day time BPOC for information or knowledge of past test content, study material, assignments, projects or papers will be considered to have cheated and will be subject to immediate termination.
- H. Any cadet found to be guilty of cheating will be subject to disciplinary action, which may include dismissal or expulsion from the RLEA. Lying in any form is considered unethical conduct and is subject to disciplinary action which may include dismissal or expulsion from the Academy. The intentional submission of a false or misleading document or statement is considered lying. Cheating, actual or attempted, is viewed as unethical conduct. This conduct includes but is not limited to the following:

The copying, purchase or acceptance of class work and/or answers from another student or outside source, or allowing another student to copy, purchase or receive class work.

Viewing the test of another student or allowing the student to view class work associated with a test being administered.

Misleading statements concerning incidents which occur during class or outside of class.

09.3. Criticism and Courtesy; Insubordination

- A. Students will demonstrate courtesy to each other, staff members, instructors, guests, or any other person, at all times.
 - i. Students will address individuals by his/her appropriate title or position. Example: Officer Jones; Sgt. Smith; Ms. Smith; Yes, Sir; No, Sir; Yes, Ma'am; No, Ma'am.
- B. No student will openly criticize a staff member, instructor, or guest. Students will discuss any criticism he/she has professionally, with courtesy and respect, directly with the Chief Instructor or Course Coordinator or will offer his/her opinion on class evaluation forms.
- C. Students will not argue with any staff member, instructor, visitor, or other student. If a student disagrees with someone, the student will professionally, with courtesy and respect, discuss the matter with the person he/she disagrees with during a break. (When the staff member, instructor, guest, or other student ends the discussion, the conversation is over.)
- D. Students will respect the opinions of others and, if necessary, will agree to disagree.
- E. Every student will obey any command, order, or instruction of a staff member or instructor. Any student failing or to obey any order will be considered to be insubordinate. For the purposes of this rule, a command, order, or instruction may be made directly by the staff member, instructor, or by any one of these persons through another student or person.
- F. Students will refrain from using profanity while attending any BPOC activity or while on any portion of the RLEA property or alternative training site. Profanity may be used by an instructor during role-play activities when necessary to enhance a learning point or to evoke a response from other students.
- G. Students shall cease from talking to one another when it becomes obvious that the instructor or staff is ready to address the class or ready to instruct. Students shall not talk to one another while an instructor and/or staff is instructing. For the purposes of this section, it should be obvious that an instructor or staff member is

ready to instruct if the instructor or staff member is walking toward the front of the class or standing at the front of the class.

09.4. Harassment

- A. Students will not engage in any harassing conduct. Harassing conduct includes, but is not limited to, sexual slurs, racial slurs or epithets, gestures, innuendoes, remarks, utterances, gender or religious based or racial jokes, or any other behavior or communication that is unwanted by the receiving person(s).
- B. Public Displays of affection, holding hands, hugging, kissing or sexual conduct of any kind is prohibited between two students.
- C. Any student who knows of and fails to report harassing conduct or public displays of affection is subject to discipline as if he or she engaged in the harassing conduct or public displays of affection.

09.5. Discrimination

- A. No student will engage in any conduct that discriminates against another on the basis of race, religion, ethnicity, gender, age, physical or mental disability, veteran status, sexual preference, or lifestyle.
- B. No student will engage in any conduct that violates the civil rights of another.
- C. Any student knowing of and failing to report an incident of discrimination or violation of civil rights will be held as liable as though he/she committed the discrimination or violation of civil rights.

09.6. Abuse of Position; Seeking Gratuities/Gifts

- A. No student will represent himself or herself as a police officer. This does not apply to students who have taken and passed the TCOLE licensing examination and is currently working for a law enforcement agency as a peace officer.
- B. No student employed by a public safety agency will take independent police action unless authorized by his/her agency to do so. This includes assisting another officer in a traffic stop. Students who are not peace officers shall not involve themselves in any enforcement activity at all: instead, be a good witness.
- C. No student will solicit, demand, or receive a gratuity or gift from any vendor or service provider either by representing himself or herself as a peace officer or by any other means.
- D. No student will socialize with RLEA staff or instructors outside of RLEA-sanctioned class activities.

- E. No student will socialize with the law enforcement officers of an agency outside of RLEA-sanctioned class activities if training is held at that agency during the course of that student's BPOC.

09.7. Possession of Firearms

- A. Students are not permitted to bring any firearms or ammunition onto the RLEA property unless authorized or instructed to do so by staff or instructor.
- B. When authorized to bring firearms, students will use the utmost caution when handling them.
 - 1. Weapons will be unloaded and holstered at all times. NO HORSEPLAY OR SHOWING OFF WITH ANY FIREARM will be tolerated. This includes unauthorized use of red-handled (disarmed) firearms and dummy bullets.
 - 2. Magazines will be empty and removed from the pistol.
 - 3. Firearms will not be left unattended.
- C. When authorized to remove weapons from holsters or containers, students will remove the magazine, pull back the slide, lock it open, and point the barrel towards the ground.
- D. Any student violating a firearms rule may be subject to criminal sanctions in addition to being immediately terminated from the BPOC.

09.8. Possession or Use of Alcoholic Beverages or Drugs on RLEA Property

- A. No student will possess or use any alcoholic beverage or illegal drug on RLEA property.
- B. No student will enter or remain on RLEA property while under any influence of any drugs or alcohol.

09.9. Gambling

- A. No student will engage in any gambling activity on RLEA property.
- B. For the purposes of this rule, gambling is defined in the Texas Penal Code and shall include betting pools on the outcome of a sporting event or similar activity.

09.10. Fit for Class; Sleeping

- A. There will be no sleeping on RLEA property.
- B. The staff realizes that there may be times when a student, due to circumstances beyond his/her control, does not obtain sufficient rest. In these instances, the student should report his/her condition to the staff or instructor so appropriate accommodations can be made.

- C. Any student deemed unfit for class activities, due to lack of sleep, will be dismissed for the day and will receive Level I disciplinary action. Upon the second violation, the student will receive Level II disciplinary action and upon the third violation, the student will receive Level IV disciplinary action.

09.11. Neglect

- A. Each student will be required to carry out all responsibilities or duties assigned to him/her by staff or instructors.
- B. If a student is unable to do so, he/she will immediately notify the staff or instructor.

09.12. BPOC Student Duties/Squad Duties

Each BPOC class will be broken into squads and will be assigned duties to be completed by each squad throughout the day. Each student shall ensure that their assigned duties are successfully completed correctly and on time. Students taking the BPOC at an auxiliary location shall also complete the assigned duties if such duties are directed to the class by the hosting agency. Failure to complete such duties will result in disciplinary action.

09.13. Training Equipment

Training Equipment shall not be used or touched by any student without the consent of the Chief Instructor, Course Coordinator or Director. For the purposes of this section, training equipment means any equipment used to train law enforcement students, including any audio visual or audio equipment.

09.14. Professional Etiquette

- A. All students shall be prepared each day by having a pencil, pen, notepaper, books, computer and equipment needed for the day's topic. It is the student's responsibility to keep up with and understand the schedule of training and the equipment needed each day.
- B. Students shall not sit on or write on any tables in the break room, class room or any room at any training environment used for BPOC training.
- C. All students shall have their name plate out and in its proper position at the beginning of each day of class and keep the name plate in its proper position throughout the full day of training, each training day.
- D. All students shall raise their hand when asking or answering a question and wait to be called on before speaking unless told otherwise by a specific instructor for a specific topic.
- E. All students are encouraged to participate in each class.

09.15. Utilization of Chain of Command

All students shall utilize the chain of command to report, discuss or bring to the attention of any issue relating to rules, regulations or conduct within the BPOC. See Chain of Command, Section 04.1.

09.16 Complaint Procedure

- A. The first step in the grievance procedure is for the student to attempt to resolve the grievance by informal conference with the Chief Instructor or Course Coordinator as applicable. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the complaining student, he or she may file a formal, written grievance.
- B. Formal grievances must be in writing, signed by the student, and presented to the Director within 10 days of the alleged grievance occurrence. A statement of the specific remedial action requested by the complaining student must be included in the written grievance. The written grievance should also specify the date of the informal grievance conference and describe why it did not result in a satisfactory resolution of the problem. A student may be represented throughout the grievance process by a representative of his or her choosing. After being presented with a written and signed grievance, the Director shall (1) notify the Executive Director (2) meet with the student and other such persons as may be necessary to gather the facts; (3) attempt to resolve the grievance with the student and, if requested by the student, with the student's representative; and (4) communicate the decision to the complaining student in writing within 10 working days after receipt of the grievance, sending a copy of the decision to the executive director. If the complaining student or suspected student is a sponsored cadet, the chief administrator of the sponsoring agency or agencies shall be notified as to all proceedings under this policy.

09.17. Possession of Cellular Telephones, Pagers or Any Wireless Communication Device

It is prohibited for students to possess a cellular telephone, pager, or any wireless communication device in any classroom, in the CAPCOG building or at any offsite location while the BPOC is in session (except those authorized). Students may check their messages and/or use said wireless device prior to class, during class breaks, during lunch breaks or after class is over. A student may bring said wireless device into the classroom or auxiliary training location temporarily, only after receiving explicit permission based on an extreme circumstance, from the Chief Instructor, Course Coordinator, or Director.

09.18. Violation of Criminal Laws

- A. Students who violate criminal laws shall be subject to immediate termination from the BPOC.
- B. Students who are arrested for the violation of a criminal law shall be subject to immediate termination from the BPOC.

09.19. Off Duty Conduct

Students who demonstrate conduct which would be considered unbecoming or prejudicial to good order, or which would reflect adversely on the CAPCOG RLEA, the student's home agency or the profession of law enforcement, during class or after class, will be subject to disciplinary action up to and including termination from the BPOC. It is the duty of the student(s) involved to notify the Chief Instructor, Course Coordinator, or Director immediately after the conduct occurs. It is the duty of sponsored students to contact the coordinator of their sponsoring agency immediately after the conduct occurs. Failure to advise the academy staff of such conduct shall result in disciplinary action up to and including termination from the BPOC.

10. Facility Rules

10.1. Smoking; Tobacco Products; Gum

- A. The CAPCOG RLEA is a smoke-free facility. Any student wishing to smoke must go outside to the designated smoking area.
- B. Students will not be permitted to dip or chew tobacco (or sunflower seeds or gum) inside RLEA building. Any student wishing to dip or chew tobacco must go outside and use an appropriate container. Spitting on the ground is prohibited on RLEA property.

10.2. Classroom/Lunch Breaks

- A. Students will restrict congregation to the break room and the outside areas. Students shall not gather in the hallways.
- B. Students will refrain from making excessive noise during breaks so as not to disturb other classes or staff working in the building.

10.3. Telephone Usage

Students will be allowed to utilize the telephone located in the break room of the RLEA before the beginning of class, during breaks, and after class is over. Students may only call local numbers. Calling long distance telephone numbers and having the call charged to CAPCOG is prohibited. Students may make long distance calling card calls or prepaid calling card calls from the RLEA telephone. BPOC students who meet at an auxiliary location for BPOC training shall obey all policies regarding telephone usage set out by the sponsoring agency.

10.4. Internet Usage

Students will be allowed to utilize CAPCOG's internet connection to research criminal justice or law enforcement related topics during class. Before, between and after classes, students may search for and respond to law enforcement or criminal justice job opportunities or check and respond to e-mail. Searching for or opening any sexually oriented web sites is prohibited at any time. BPOC students

who meet at an off-site location for BPOC training shall obey all policies regarding internet usage set out by the off-site agency.

10.5. Food and Drinks

- A. Food may only be consumed in the break room or outside the building. No food will be taken into the classroom.
- B. Students will be responsible for washing their plates, cups, and utensils, and for taking these items home at the end of the day. Students will also ensure that break room is kept clean at all times: all counters and tables are cleaned after every break, after lunch and at the end of the day. Students will make sure the coffee pot is turned off and cleaned at the end of the day.
- C. Students may not leave any food or drinks in the refrigerator overnight. Any food or drinks left in the refrigerator overnight will be thrown away.
- D. Drinks may be allowed in the classroom at the discretion of the Chief Instructor, Course Coordinator or Director.
- E. Drinks will be permitted in the break room. Students will be responsible for discarding their empty containers.
- F. Students who spill drinks shall be responsible for the immediate cleaning of the spill.

10.6. Student Parking

Students may only park in areas approved by the Chief Instructor, Course Coordinator or Director. Students shall not park their vehicle in or at any other location.

10.7. Areas “off limits”

Students are authorized to enter or use the RLEA training room, the RLEA break room and restrooms only. All other rooms are strictly off limits. For students who are attending the BPOC at the RLEA campus, the authorized training room is the Mesquite room, the authorized break room is located across from the training room and the authorized restrooms are the closest restrooms located down the hall from the RLEA training room. Students shall not loiter in the hallways and shall keep their voice levels down so as not to disturb other classes or employees working in the area. Students attending an auxiliary training site shall enter only the rooms they are permitted to enter.

10.8. Loitering on RLEA Property

Students shall not loiter on RLEA property after classes have been dismissed for the day.

11. Safety

11.1. Classroom Safety Requirements

All students will adhere to the following classroom safety requirements throughout the course of the BPOC.

- Horseplay will not be tolerated.
- No running unless authorized by the instructor.
- No practicing defensive tactics, handcuffing or any activity involving physical contact unless authorized by the instructor.
- No sitting on tables.
- No firearms are allowed in class or on the grounds of the training location without permission of the instructor.
- No ammunition is allowed in class or on the grounds of the training location without permission of the instructor.
- No intermediate defensive weapons are allowed in class or on the grounds of the training location without the permission of the instructor.
- All students must inform the instructor of an existing injury or illness prior to class.
- All students must inform the instructor immediately of any sickness or illness that occurs during class time.
- Any possible dangerous situation due to equipment damage must be brought to the instructor's attention immediately.
- All appropriate body protection and mouth piece must be worn during defensive tactics and baton training.
- No student will strike another student without permission of the instructor.

11.2. Firearms Range Safety Rules

Each student will adhere to all of the following safety rules at any firearms range for training.

1. Strict discipline will be maintained at all times on the firing range in order to prevent accidents and injuries. Failure to follow orders will result in disciplinary action up to and including termination from the Class.
2. Treat all firearms as though they were loaded.
3. Always point the muzzle in a safe direction.
4. Always keep finger off trigger and outside of trigger guard until your weapon is on target and you have made the conscious decision to discharge your weapon.
5. Always be sure of your target, your backstop and beyond.
6. No one is allowed on the range that is taking any substances that would impair the ability to correctly respond to audible or visual cues. This includes alcohol or any drug prescription or otherwise.
7. Never assume anything; always ask instructor for clarification.
8. Never anticipate a command.
9. Never permit the muzzle of a firearm to touch the ground.

10. Never go in front of the firing line until it has been cleared and the command is given to go forward.
11. Only RLEA approved firearms and ammunition may be used.
12. All range commands must be obeyed instantly.
13. Eye and ear protection must be used when shooting.
14. Handguns must remain holstered at all times while on the firing range unless commanded otherwise by the firearms instructor.
15. All weapons on the range will be loaded only on command.
16. Firearms will be cleaned in designated cleaning areas only while at the range.
17. You must advise the instructor of any injury or illness immediately.
18. Horseplay will not be tolerated.
19. Violation of any of the above policies will result in disciplinary action up to and including termination from the course.

11.3 Driving Track Safety Rules – The driving instructor will furnish each student with a copy of his/her track safety rules and the student is required to follow those rules.

11.4. Manifest Safety Hazard

Any student who displays conduct that places themselves or others in jeopardy of serious bodily or death shall be subject to immediate termination from the BPOC.

12. Physical Requirements

12.1. Physical Requirements

- A. Each student is responsible for making sure that he/she is physically sound and free from any defect which may adversely affect the performance of duty appropriate to the type of license sought.
- B. Students will be required to participate in physical activities of the RLEA (traffic stops, defensive tactics, practical problems, etc.)
- C. Any student who refuses to participate in any physical activity required by an instructor or RLEA staff will be terminated from the BPOC unless he/she is medically excused in writing by a physician.

13. Dress Code

13.1. Dress Code

One manner in which a professional police cadet is recognized is by a clean, neat business-like appearance. Cadets must become familiar with the dress and grooming code and shall, by their appearance, justify the public's respect for the professionalism of the law enforcement community and the RLEA. To be professional, all students must adhere to the following dress standards.

13.2. General Requirements

Each student will appear at class, each training day, wearing a clean, pressed uniform consisting of the approved RLEA polo type shirt (displaying the approved CAPCOG logo), black leather garrison belt with a silver buckle, approved pants and black tactical boots capable of having the toe and heel shined. During physical training, cadets will appear in a clean approved BPOC physical training uniform consists of a gray shirt and blue shorts (both displaying the approved CAPCOG logo), white socks and running shoes. The Director, Chief Instructor or Course Coordinator may give permission for alternate apparel to be worn based on the physical condition of the student due to injury, unsatisfactory weather conditions for outside training or unique training conditions.

13.3. Daily Uniform

Each student, unless otherwise instructed by the Director, Chief Instructor or Course Coordinator, will report to class each day wearing a clean, non-wrinkled, approved, polo type shirt displaying the approved CAPCOG logo, a shined 1 ¾ inch wide black leather garrison belt with a silver buckle, pressed approved pants and a pair of highly shined black round toe tactical police high top boots. The shirt will be tucked inside the pants and the pant legs will be worn outside of the upper portions of the boots. The belt will be inserted into the belt loops starting to the left and ending to the left. Unless otherwise instructed by the Director, Chief Instructor or Course Coordinator, this will be the uniform of the day. It will be the student's responsibility to keep their uniform clean and neat, and their shoes shined throughout each day.

13.4. Physical Training Uniform for Day BPOC Students Only

Each student, unless otherwise instructed by the Director or Chief Instructor, will report to physical training each day wearing a clean, approved, gray "T" shirt displaying the approved CAPCOG BPOC logo, approved blue shorts displaying the approved CAPCOG BPOC logo, white crew socks and running shoes.

13.5. Footwear

Students will be required to wear black, round toe, police tactical boots capable of being shined. The boot must be high tops. No shoes or low tops will be allowed. No western boots, boots with decorative stitching will be allowed. The boots may be tightened around the leg and top of the foot by either laces or zipper. No plastic electrical ties are allowed to be used in the place of laces. The student's boots will be kept highly shined.

13.6. Jackets, Coats or Sweaters

Black or blue jackets, coats or sweaters will be allowed to be worn during outside activities only. Jackets, coats or sweaters displaying logos will have to be approved by the Director, Chief Instructor or Course Coordinator. Continuously wearing jackets, coats or sweaters in the classroom that is climate controlled will not be allowed.

13.7. Hats or Caps

Except for use while in firearms training, no hats or caps are allowed to be worn during any training day while wearing the BPOC uniform. It is mandatory for students to wear a baseball type cap during the firearms portion of the BPOC, however, the baseball cap must be blue or black in color and shall not display any logo advertising any beer, liquor or other business or thing that would reflect negatively upon the RLEA.

13.8. Undershirts

Undershirts will be allowed to be worn by students as long as the undershirt is consistent with in a uniformed appearance. No long sleeve undershirts of any type will be allowed to be worn in a climate controlled classroom. Long sleeve undershirts may only be worn during training events that are conducted outside of a climate controlled environment and only with the permission of the Director, Chief Instructor or Course Coordinator.

13.9. Jewelry

All jewelry must be worn in good taste and in a non-hazardous manner. Jewelry that presents a gaudy, rude, or unprofessional appearance is not acceptable. Wristwatches or identification bracelets are allowed. Necklaces are permitted and must be worn under the uniform. Rings are permitted but are limited to no more than two rings at a time. A wedding set is considered to be one ring. Female cadets may wear one pair of ear studs no larger than 1/2" in diameter. Male cadets will not wear earrings or ear studs of any type. Males will not wear jewelry in any piercing anywhere on their body. Females will not wear any type of jewelry in any piercing anywhere on their body except ear studs described above. Items used by female cadets to hold the hair in place will be concealed as much as possible and will be of a color and style that blends with the hair. Decorative items such as ribbons or bows will not be worn in the hair. No jewelry of any type will be worn during practical exercises if the jewelry may cause an injury to the student wearing the jewelry or to another.

13.10 Body Art

Any visible body art that is vulgar, libidinous or otherwise offensive must be covered while in the CAPCOG RLEA uniform. Cadets wearing the short sleeved RLEA polo who have such body art visible will instead wear the long-sleeve RLEA polo shirt and/or may use make-up as a covering.

13.11. Grooming Requirements for Male Students

The hair must be clean and combed for a neat appearance that must be maintained under all but the most adverse conditions. The hair must represent a tapered appearance on the sides and back of the head. The length and/or bulk of the hair will not present a ragged, un-kept or extreme appearance. The hair must be cut or styled so that when standing, looking straight ahead, the hair will not extend below the middle of the ear on the sides or over the bottom of the collar on the back. Depth of hair may not exceed two inches at any point. Sideburns must be

neatly trimmed and straight and not extend past the middle of the ear. Ponytails are not permitted. No moustaches, beards or goatees are allowed. Students must bathe and come to class clean shaven, each day.

13.12. Grooming Requirements for Female Students

The hair must be clean and combed for a neat appearance that must be maintained under all but the most adverse conditions. The length and/or bulk of the hair will not represent a ragged unkempt or extreme appearance. The hair must be cut or styled so that when standing, looking straight ahead, the hair will not extend more than six (6) inches below the bottom of the collar and the back. A single ponytail or braid is permitted, but may not interfere with the proper wearing of headgear, if worn. Restraint should be shown in the amount of makeup used. Fingernails whose length not be more than $\frac{3}{4}$ ", may be polished with appropriate color. Students must bathe and come to class clean each day.

13.13. Wearing the CAPCOG BPOC Student Uniform

The BPOC student uniform represents not only the RLEA, but every law enforcement agency within the CAPCOG ten-county area. Discredit to, or improper use of the BPOC student uniform will not be tolerated. Students may wear the BPOC student uniform to and from the scheduled training site, into a bank, convenience store, fast food drive through or grocery store only if the stop happens while the student is going to or coming from BPOC training. A violation of this policy will result in disciplinary action up to and including termination from the Basic Peace Officer Course. Students who wear their uniform into a bar or other business that receives more that 50% of its income by selling alcoholic beverages or into any "Adult" oriented business will be terminated immediately from the BPOC. Any student observed purchasing an alcoholic beverage or consuming an alcoholic beverage while in uniform will be terminated immediately from the BPOC.

13.14. Leather and Web Gear

All leather/web gear will be black and kept clean and in good condition. The duty belt is worn with the right edge of the buckle in line with the right edge of the trouser zipper flap. No items or equipment may be worn on the duty belt that is not authorized by the RLEA.

13.15. Training Gear Requirements

All training gear and supplies identified in the application orientation process, i.e. duty belt, belt keepers, holster, firearm, handcuffs, handcuff case, expandable baton, expandable baton holder, OC spray holder, 3 magazines, magazine holder, hearing protection, eye protection, mouthpiece, 1000 rounds of duty ammunition, 15 rounds of OO or OOO 12 gauge ammunition, etc. must be obtained and ready to train with at the time the courses that require the supplies are presented. Failure to obtain the needed supplies in time to use the required items for the specific courses is subject to disciplinary action up to and including termination from the

BPOC. Note: Students do not have to own the required gear and supplies for use in training, as long as the supplies are available for training at the time of training.

13.16. Adherence to Uniform Policy

It is the student's responsibility to adhere, daily, to all uniform policies. Violation(s) of uniform policy is(are) subject to disciplinary action up to and including termination from the BPOC.

14. Attendance Standards

14.1. Attendance

Each student is required to attend all training days of the BPOC. Each student must satisfactorily complete the entire course, including all makeup work, before being allowed to take the Texas Commission on Law Enforcement Officer (TCOLE) licensing exam.

14.2. Excused Absences

Excused absences consist of death within the immediate family, illness, injury, jury duty, vehicle accident and other special situations as approved by the Director, Chief Instructor or Course Coordinator. Each student who is absent for more than 15 minutes will submit a four (4) page essay which covers the missed topic of instruction. Each student absent for more than 4 hours will submit an eight (8) page essay covering the missed topic of instruction See sections 05.12 Student's Responsibility for Makeup Work. See section 05.10 Who Receives Completed Essays. Essays assigned due to absenteeism shall be turned in by the beginning of class on the third day that the student returns to class, Example: if the student misses Monday and comes back to class on Tuesday, the Essay will be due prior to the beginning of class on Thursday. Failure to submit the essay on time and/or failure to submit the make-up work on time will result in the Student receiving level II disciplinary action. Failure to submit the Level II disciplinary action essay on time will result in termination from the BPOC.

14.3. Unexcused Absences

Unexcused absences include any absences not considered a medical or serious emergency or absences not deemed excused by the Director, Chief Instructor or Course Coordinator. Unexcused absences also include calling after class starts, returning from break or lunch after class starts, or leaving class without the permission of the Director, Chief Instructor or Course Coordinator. Students who are less than 15 minutes late for class will receive level I disciplinary action. Students who miss over 15 minutes of class, but less than eight (8) hours shall receive level II disciplinary action. Failure to turn in the completed essay on time will result in the student receiving Level III disciplinary action. Failure to turn in the Level III assignment on time will result in the student's termination from the BPOC.

14.4. Absence Due to Illness or Injury

Students who are absent due to illness or injury for more than two days must submit a note from a licensed physician stating that they were away from class due to illness or injury, as well as a date that the licensed physician released them to come back to class.

14.5. Notification of Absence

- A. If a student is unable to come to class for any portion of a day or the full day, the student must contact the Instructor, Chief Instructor or Course Coordinator prior to the beginning of class, informing the Instructor, Chief Instructor or Course Coordinator of their status.
- B. If a student is unable to come back from lunch break, the student must inform the Instructor, Chief Instructor or Course Coordinator of his/her status prior to the time class is due to begin. Leaving a message on the Instructor's, Course Coordinator's or Chief Instructor's telephone "voice mail" will constitute notification. Students who are physically unable to provide notice to staff of their absence shall make every effort to have a friend or family member provide the notice for them.

14.6. Failure to Notify of Absence

Students who fail to report to class at all during a training day and also fail to notify the Chief Instructor or Course Coordinator of their absence during the missed training day will be terminated from the Basic Peace Officer Course. This does not apply to students who are physically unable to contact the academy.

14.7. Disciplinary Action regarding Absences

Failing to contact the Chief Instructor or Course Coordinator regarding any absence prior to class is subject to disciplinary action up to and including termination from the BPOC. Failing to contact the Chief Instructor or Course Coordinator regarding any absence within the first hour of the portion of class that is missed is subject to disciplinary action up to and including termination from the BPOC.

15. Injuries

15.1. Report of Injury; Release from Physician

- A. Any student who is injured during the course of the BPOC class must immediately report the injury to the Chief Instructor, Course Coordinator or Director and his/her agency if sponsored. In the event the student cannot report the injury to his/her agency, the RLEA staff will do so as soon as possible.
- B. The injured student will not be permitted to engage in any physical activity until He/she has obtained a medical release from a physician and presents the medical release to the Chief Instructor, Course Coordinator or the Director and the RLEA receives a letter from the student's agency (if sponsored) releasing the student to engage in physical activity.

- C. Physical activity includes defensive tactics, physical fitness, PT, or any other activity requiring physical strength or exertion or which could result in further injury.
- D. In order to prevent injuries and to maintain a professional setting, horseplay of any kind is prohibited.
- E. Injured students will be evaluated on a case-by-case basis to determine their status and to take appropriate action that will be beneficial to the injured student.
- F. It is the policy of the RLEA to encourage students to have hospitalization insurance in effect while the student attends the CAPCOG RLEA.

16. Curriculum

16.1. Curriculum

The RLEA provides all updated curriculum materials mandated by TCOLE, as well as areas of instruction recommended by the Law Enforcement Education Committee (LEEC). All students are expected to study and successfully pass each topic taught by the RLEA.

17. Student Notebook

17.1. Student Notebook

Each student shall keep and constantly maintain a student notebook. This notebook shall contain rough notes and handout material over each topic in the BPOC except Spanish. The student notebook will be graded by the Chief Instructor or Course Coordinator throughout the BPOC. Receiving a failing grade on the notebook will result in termination from the BPOC.

17.2. Rough Notes

Each student shall take rough notes each day of lecture on each topic that provided a lecture except the Spanish topic. Each student must take a minimum of one half (1/2) page of notes for every hour of lecture (including films). Rough notes shall not be written on the course handouts. For clarification, students may write in their handouts, but the writing in the handout will not be counted as rough notes. Rough notes shall cover the lecture on the topic and provide information on how the student can better understand the lecture material or what the student learned from the topic or film. Rough notes shall be written on standard rule, white, three (3) hole punched paper, single spaced. The front and back of the page can be utilized if desired. Pencil or pen may be used. You may use printing and/or cursive writing: either or both are acceptable.

17.3. Final Notes

Each student shall provide the Chief Instructor or Course Coordinator final notes for each topic except Spanish. Each student must supply a minimum of one half

(1/2) page of final notes for every hour of lecture (including films). Final notes shall be written on your computer or similar device and brought with you each day to class. Final notes shall contain notes from the lecture and paraphrased information from the handouts. For the purposes of this section, paraphrased information from the handouts means reworded information in a way that may make it easier for you to understand the information. Final notes are considered part of your notebook.

Format for Final Notes: Each topic will be a separate document. Use one-inch margins, Times New Roman 12 font, double spaced. Pages will be numbered sequentially on the bottom right corner and will restart at "1" for each topic. Header will be centered containing student's last name, first name: (colon) and the title of the topic in all capital letters, ie:

Murphy, Audie: PENAL CODE FINAL NOTES

17.4. Handout Material

Students shall maintain all handout material received throughout the BPOC. Handout material is any material received from instructors that relates to the topics of instruction within the BPOC.

17.5. Proper Form of Notebook

Students shall keep their notebook in proper form at all times. The front sheet of each notebook shall contain the student's name and cadet number. Directly behind this will be your first divider. The tab on each divider shall indicate the topic. Each topic shall be separated by a divider. Notebook pages shall be maintained in the chronological order of topics as indicated in the BPOC schedule. The contents between each topic divider shall be the student's rough notes and the handouts for the topic, in that order.

17.6. Notebook Grading

Each notebook shall be graded throughout the BPOC. The grade for the notebook will be pass or fail. In order to pass the notebook inspection, each student shall have their notebook in proper form with proper rough notes and handouts as set out in section 17.5. and final notes complete and in the form as set out in section 17.3. Notebooks may be graded at any time. A notebook graded "Fail" at any time will result in termination from the BPOC.

18. Student BPOC Examinations and Grade Point Averages

18.1. Pop Quizzes

Students may be given pop quizzes over individual topics or numerous topics combined. Pop quizzes will be given at the discretion of the Chief Instructor, Course Coordinator or the Director.

18.2. Topical Examinations

Students will be given a topical examination over each topic taught in the RLEA. Dates for the topical examinations will be at the discretion of the Chief Instructor, Course Coordinator or Director.

18.3. Practical Examination

Students must take and pass a performance test/practical exam over each skills based topic.

18.4. Major Examinations

Students will be given four (4) Major Examinations during the BPOC. The 4 Major Examinations will be over the following topics: Penal Code, Code of Criminal Procedures, Traffic Law, and Arrest, Search and Seizure.

18.5. Comprehensive Examinations

Students will be given three (3) Comprehensive Examinations. The first Comprehensive Examination will be given after the first 1/3rd of the BPOC is completed. The Second Comprehensive Examination will be given upon completion of 2/3rd of the BPOC. The last Comprehensive Examination will be the Final Examination. Each of these examinations is both cumulative and comprehensive and each will cover each topic, including the very first topic.

18.6. Examination Content

All written examinations will be made up of questions derived from handouts. The particular handouts that the test questions will derive from will have "CAPCOG Student BPOC Handout" on the bottom of each sheet.

18.7. Minimum Standard for Written Examinations

Each student must achieve a minimum grade of 80% on all quizzes, topical examinations, major examinations and comprehensive examinations throughout the BPOC. A score of less than 80% on any topic will be considered a failure for that topic.

18.8. Minimum Standards for Practical Examinations

All performance tests/practical examinations are graded on a pass/fail basis. A student must pass all such performance tests/practical exams to satisfactorily complete the BPOC. The determination of pass/fail rests with the Instructor, Course Coordinator or Chief Instructor, and all students must successfully pass each performance test/practical examination with final dismissal being approved by the Director. Without reason or excuse, all students must successfully complete each performance tests/practical exams. Failure to pass any performance test/practical exams will result in termination from the PBOC. Unexcused absences that take place during performance tests/practical examinations may result in termination from the RLEA if the practical examination cannot be made up. The RLEA will not finance make-up instruction or make-up testing because of absences that take place during the BPOC.

18.9. Minimum Acceptable Grade Point Average

Students must maintain an 80% overall grade point average throughout the BPOC. Failure to maintain a minimum of 80% at any time during this course will result in termination from the class.

18.10. Definition of Grade Point Average

A grade point average is the sum gained by averaging three (3) or more grades. Example: If a student receives a score of 70% on their first “topical” examination, the score of 70% may not be considered a grade point average; if they make 70% on the next test, the 140 total points will still not be their average; however the student must receive a grade of 100 on their next “topical” examination (now we have at least three to average) in order to receive a grade point average of 80%.
(70+70+100=240 240/3=80)

18.11. The Three “Written Examination” Failure Rule

- A. Students will be allowed to fail three (3) primary examinations (in any combination consisting of pop quizzes, topical examinations, major examinations or the 1st or 2nd comprehensive examination) during the term of the BPOC, but the student must retake and pass each failed primary examination by passing a makeup written examination with at least an 80% passing grade.
- B. Students who fail the second attempt test over the failed topic will be terminated from the BPOC for academic failure.
- C. Students who pass the second examination over the failed subject will be able to remain a student in the BPOC as long as their grade point average does not fall below 80%.
- D. The primary failing grade (or first attempt at the subject) is the student’s grade of record. The grade for the second attempt examination over the failed subject will be scored to ensure that the student made at least 80% on the examination, but will not be documented in the student’s grade point average. Passing the second attempt examination over the failed subject only allows the student to remain in the BPOC.
- E. Students may only fail a total of three (3) primary examinations, having the opportunity to pass the second attempt at the failed topic. Once the student fails the fourth primary examination, the student will be terminated from the BPOC.

18.12. Final Examination

- A. After the last topic of the Basic Peace Officer’s Course has concluded, the students will be administered the final examination. All cadets will take a final examination. The Final Examination is comprehensive and covers each topic in the BPOC curriculum. The “Three Primary Examination Failure Rule” does not apply to the Final Examination. Any student who fails this examination with a score of less than 80% will be terminated from the BPOC.

- B. Students who score an 85% or greater on the final examination will be eligible to take the TCOLE licensing examination. Cadets who pass this examination by making 80% or higher, but makes under an 85% on this examination will be graduated from the BPOC but will go into remedial training and be given a remedial test covering the same topics as the primary final examination. This remedial process will be repeated up to three times. If a student fails to score at least 85% on one of the four remedial examinations, the Director will assess the student's performance and decide the proper course of action.

18.13. Makeup of Official Grade Point Average

The BPOC grade point average is computed as follows:

- Comprehensive Examinations make up one-half (1/2) of the student's grade point average.
- Major Examinations make up one-fourth (1/4) of the students grade point average.
- Pop Quizzes and Topical Examinations make up one-fourth (1/4) of the students grade point average.

18.14. Academic Failure

- A. Students will be terminated from the BPOC course for Academic Failure for the following reasons:

- i. Any cadet who fails to successfully complete any practical examination.
- ii. Any student who's grade point average falls below 80 percent.
- iii. Any student who fails any make-up examination.
- iv. Any student who fails more than three, first attempt, examinations, exclusive of the final examination (see The Three Examination Failure Rule).
- v. Any student who fails the final examination.
- vi. Any student who turns in an incomplete essay or assignment.
- vii. Any student who fails to turn in an essay, make-up assignment or homework assignment on time.

18.15 Confidentiality of Academic Records

- A. Academic records are confidential and shall not be disclosed except:
- i. To or by the student whose record it is or the student's parent, legal guardian, or spouse;
 - ii. To or by the Director, Chief Instructor or Course Coordinator;
 - iii. To or by a staff member with a legitimate need to know the content of the records; or
 - iv. To or by a person conducting a child abuse investigation required by Chapter 261, Subchapter D, Texas Family Code.
- B. Disclosure of all or part of the contents of academic records in violation of Subsection A is a crime under the Texas Public Information Act, and a student who violates Subsection A is subject to immediate termination from the RTA.

19 BPOC Course Schedule

19.1 Day Classes normally begin at 0645 hours and end at 1700 hours. Due to extenuating circumstances, these hours may be modified. Class is normally held Monday through Thursday but will include, on occasions, Fridays, Saturdays and Sundays.

19.2 Evening Class normally begins at 1800 hours and ends at 2200 hours Monday through Thursday and most Saturdays from 0800 hours to 1700 hours. Occasionally a Sunday class is necessary. Due to extenuating circumstances, these hours may be modified.

19.3 Each class will have a Sergeant at Arms appointed by the Chief Instructor or Class Coordinator (as appropriate). Approximately five weeks into the class, the class will elect a class president, class vice-president and class secretary/treasurer.

19.4 Daily Activities

(These may be modified slightly with the Director's permission).

On Campus BPOC	Satellite BPOC
Chief Instructor will verify attendance and inspect cadets prior to beginning class.	Class Coordinator will verify attendance and inspect cadets prior to beginning class.
Pledge of allegiance	Pledge of allegiance
Uploading of notes and evaluations	Uploading of notes and evaluations
Testing	Testing
Training	Training
Lunch	
Training	
Physical Training	

Exhibit C

REGIONAL LAW ENFORCEMENT ACADEMY STANDARD OPERATING PROCEDURE

EXECUTIVE SUMMARY

The Regional Law Enforcement Academy (RLEA) was created within the Capital Area Council of Governments (CAPCOG), State Planning Region 12, to establish a central, managed, method of delivering professional law enforcement training within the ten county regions. Since its conception, the RLEA has played a critical role in providing entry level (pre-service) training, continuing education (in-service) training, and sponsored training services to law enforcement and criminal justice personnel within Region 12.

The Basic Peace Officer's Course (BPOC) is designed to address the region's need for trained law enforcement applicants by providing students with the essential knowledge needed to begin a law enforcement career, and to take the State Peace Officer Licensing Examination. The RLEA provides a minimum of five BPOC classes per two-year cycle.

In-service training courses are designed to correspond with all mandated learning objectives set out by the Texas Commission on Law Enforcement (TCOLE), as well as address the needs of law enforcement personnel throughout our region. Regional training needs are assessed through the use of a bi-annual "Training Needs Survey", input from the Regional Law Enforcement Academy's Law Enforcement Education Committee (LEEC) and area chiefs and training coordinators, and through input from the community planning process. A key RLEA strategy is to provide in-service training courses within close proximity to agencies needing the training.

The RLEA also provides an administrative service to regional law enforcement agencies by sponsoring in-service training courses that are taught by their own personnel to members their own department. RLEA staff approve the instructor's qualifications and lesson content, report TCOLE credit and maintain all essential record keeping for each course.

RLEA MISSION

The Capital Area Council of Governments' Regional Law Enforcement Academy is committed to providing the most effective, up-to-date and professional training to law enforcement and criminal justice personnel. The Regional Law Enforcement Academy will work to provide entry level training to insure the availability of qualified police candidates to area agencies and assess regional training needs to produce courses designed to enhance the quality, productivity and needs of the law enforcement agencies within State Planning Region 12.

Basic Peace Officer's Course

The RLEA provides entry level (pre-service) law enforcement training through the Basic Peace Officer Courses (BPOC). The BPOC is an extensive course designed to provide the student a well rounded knowledge base needed to begin a law enforcement career. Currently, daytime and evening BPOC's are offered through the RLEA at our campus and at satellite locations.

DEFINITIONS

BPOC – Basic Peace Officer Course

Cadet – A student enrolled in the Basic Peace Officer Course

CAPCOG – Capital Area Council of Governments

Director – the Director of the Regional Law Enforcement Academy of the Capital Area Council of Governments. The Director provides guidance and strategic direction of the RLEA, coordinates law enforcement training with regional and local law enforcement agencies, develops budgetary and audit issues, monitors rules changes by TCOLE, plans, assigns, and supervises work of the RLEA staff. The Director may at any time, at his/her choosing, perform any of the duties of the Chief Instructor or Class Coordinator.

Chief Instructor - the Chief Instructor of the Regional Law Enforcement academy. Supervises all BPOC's and is the first point of contact for all Course Coordinators regarding any BPOC matter. Acts as Director in Director's absence. Is responsible for all scheduling and ensuring that CAPCOG RLEA Rules and Regulations are followed in all aspects.

For on-campus BPOC's: insures instructors are assigned and present; cadets are present and prepared for training; monitors classes to insure training is taking place professionally and safely; administers and monitors testing; provides tutoring as necessary; reviews and grades rough and final notes; and handles disciplinary issues up to Level III.

Course Coordinator - Supervises the BPOC's for satellite BPOC's and reports directly to the Chief Instructor. Is responsible for ensuring that CAPCOG RLEA Rules and Regulations are followed in all aspects. Insures instructors are assigned and present; cadets are present and prepared for training; monitors classes to insure training is taking place professionally and safely; administers and monitors testing; provides tutoring as necessary; reviews and grades rough and final notes; handles disciplinary issues up to Level III; and keeps Chief Instructor up to date on all matters regarding the BPOC, to include but not limited to attendance, discipline, moral issues and injuries.

Guest Instructor – Anyone contracted or selected to teach a portion of or one or more topics of the BPOC.

Hosting Agency – A law enforcement agency who is hosting a BPOC or BPOC related training

Law Enforcement Agency – Any public sector agency that employs full-time, paid, licensed peace officers

LEEC – Law Enforcement Education Committee – The committee that has oversight of the operations of the CAPCOG RLEA

On Campus BPOC - Day or evening classes held at the RLEA campus. Coordinated and directly monitored by the Chief Instructor. Instruction provided by both staff and contract instructors.

RLEA - Capital Area Council of Governments Regional Law Enforcement Academy

Satellite BPOC - Day or evening off campus location within Region 12 based on the request of participating law enforcement agencies and recommendations of the LEEC. Classes are coordinated and directly monitored by the Course Coordinator who is a member of the sponsoring department. Course coordinator reports directly to the Chief Instructor. Classes are instructed by the satellite agency.

Sponsoring Agency – A law enforcement agency that employs a student who is enrolled in a BPOC or who provides required documentation required by TCOLE for admittance to a BPOC and necessary items for the BPOC curriculum with the intent (but not requirement) of hiring the student upon successful completion.

Sponsored Student – A student who is either an employee of a law enforcement agency or a student whose documentation and necessary items for the BPOC have been provided by a law enforcement agency.

Staff – Any employee of CAPCOG or anyone employed by the law enforcement agency sponsoring the BPOC course

Student – Any person enrolled in the BPOC; includes cadet. A student is not an employee of CAPCOG.

BPOC Curriculum

The BPOC is made up of topics uniquely designed to provide the students with a comprehensive training experience that recognizes all areas associated with police work. The majority of the curriculum is designed and mandated by TCOLE. Some topics are lengthened to enhance the delivery of the lesson and some topics are added to fulfill the needs of our regional law enforcement agencies. Often the RLEA provides more hours of training (on several topics) than required by TCOLE. The curriculum and schedule will be provided by the Chief Instructor.

Delivery of Training

The BPOC is designed to be taught primarily through a lecture, class interaction and scenario format; however, a portion of these courses is taught by using lecture format, class interaction and practical exercise. Instructors are encouraged to use the most effective training method to accomplish their objective.

Cadet Application Criteria

All cadets must meet the eligibility requirements as set out by TCOLE and adopted by the RLEA, prior to being accepted into the academy. These requirements relate to the applicants age, medical condition, psychological condition, drug use, education, military discharge and criminal record.

Cadet Priority

Cadet Priority is a RLEA policy established for cadet admittance to the BPOC in the case that a maximum attendance number is placed on a BPOC. This policy assigns the highest priority to sponsored applicants who have been hired by a law enforcement agency that is paying the student while they attend the BPOC. Second are applicants who are not employees of a law enforcement agency but are being sponsored by a law enforcement agency. Last are applicants wanting to complete a BPOC to enhance their ability to compete for law enforcement positions in our area.

Instructor Selection

All instructors who instruct in the BPOC are selected based on the following criteria:

- Ability to teach
- Years in related field
- Experience in related field
- Training in related subject
- Certified TCOLE instructor

Instructor Duties

The instructors chosen to instruct topics in the BPOC are required to abide by TCOLE Rule 215.10.

215.10 Course Instructor Requirements

(a) An instructor teaching a course must:

- (1) hold a valid instructor license;
- (2) certificate; or
- (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.

(b) The instructor is responsible for:

- (1) ensuring compliance with commission rules and guidelines;
- (2) preparing, maintaining, and submitting the reports of training within the time frame specified by the Training Coordinator;
- (3) the administration and conduct of each course taught;
- (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet, and course evaluation to the training coordinator for the training file;
- (5) enforcing all attendance and other standards set by the commission or the training advisory board;
- (6) maintaining the discipline and demeanor of each student during class;
- (7) distributing or presenting learning objectives to all students at the beginning of each course;
- (8) ensuring that all learning objectives are taught ; and
- (9) ensuring examinations are proctored or supervised to have fair, honest results.

Instructors must cover learning objectives that are set out in the TCOLE curriculum and provided to them by the RLEA. All instructors are encouraged to deliver the lessons in a manner most effective to learning.

Hand-on Training

For all hands on training (such as mechanics of arrest, firearms, driving, patrol practicals, OC spray, CEW (conducted electrical weapon), Rapid Response Training, CPR) instructors must adhere to the certifying companies' training protocols, will maintain a safe training environment

and will submit a copy of the instructors' certificate(s) showing they are current for instructing that skill.

Detailed lesson plans will be submitted to the Director describing the topic that is being taught to include any physical skills exercises and skills tests that will be administered. These lesson plans will be reviewed and possibly edited by the Director or his Chief Instructor and must be approved by the Director prior to that class being presented to the BPOC cadets.

Any time that a cadet complains of an injury, is injured, loses consciousness or should require medical attention during a training exercise, a member of the RLEA staff (Director, Chief Instructor or administrative assistant) will be notified as soon as possible after seeking treatment for the cadet. A report explaining the circumstances of the injury will be prepared and submitted to a member of the RLEA staff no later than 24 hours following the incident. The report will include the location the incident occurred, the names of all instructors present at the time of the incident, the names of the cadets that were on scene at the time of the incident, what topic was being taught, what technique was being taught, what safety measures were in effect at the time, the action or inaction that caused the injury and the care given following the incident.

Instructor Evaluation

Instructors who instruct in the RLEA courses are evaluated by the following methods:

- Periodically monitored by RLEA staff
- Written evaluations from students
- Test Grades

RLEA staff contributes all administrative support to include documentation archiving, producing handout material, providing certifications through vender companies, etc.

Chief Instructor, course coordinators and instructors will abide by the RLEA Standard Operating Procedures and BPOC Rules and Regulations.

In-Service Training

The RLEA provides progressive continuing education (in-service) training to law enforcement and criminal justice personnel throughout Region 12. The RLEA strives to not only provide the needed training, but deliver the training to the geographical area it is needed. Training offered by the RLEA includes legislatively mandated courses, Licensure Courses, Intermediate Certification Courses, and Advanced training courses.

Instructor Selection

All instructors who instruct in-service classes are approved based on the following criteria:

- Ability to teach
- Years in related field
- Experience in related field
- Training in related subject
- Certified TCOLE instructor

Instructor Duties

The instructors approved to instruct in-service topics are required to complete RLEA's instructor agreement, abide by RLEA Policy and meet TCOLE requirements:

TCOLE 215.10 Course Instructor Requirements

(a) An instructor teaching a course must:

- (1) hold a valid instructor license;
- (2) certificate; or
- (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.

(b) The instructor is responsible for:

- (1) ensuring compliance with commission rules and guidelines;
- (2) preparing, maintaining, and submitting the reports of training within the time frame specified by the Training Coordinator;
- (3) the administration and conduct of each course taught;
- (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet, and course evaluation to the training coordinator for the training file;
- (5) enforcing all attendance and other standards set by the commission or the training advisory board;

- (6) maintaining the discipline and demeanor of each student during class;
- (7) distributing or presenting learning objectives to all students at the beginning of each course;
- (8) ensuring that all learning objectives are taught; and
- (9) ensuring examinations are proctored or supervised to have fair, honest results. All instructors are encouraged to deliver the lessons in a manner most effective to learning.

Instructor Evaluation

Instructors who instruct in the RLEA courses are evaluated by the following methods:

- Periodically monitored by RLEA staff
- Written evaluations from students
- Test Grades

Reporting In-Service Training for Law Enforcement Agencies

If a law enforcement agency requests the RLEA to report in-service training that the agency is unable to report to TCOLE, the law enforcement agency must submit, prior to the class being conducted, lesson plans with learning objectives, a copy of the test that will be administered and instructor bios. This material must be submitted in digital format.

Note: The instructor must gain verbal approval from the Director or Chief Instructor prior to the beginning of class that the lesson plan meets approval.

After the class has been conducted, the law enforcement agency must submit:

Final Lesson Plan (With Lesson Objectives)

Blank test and key

Test taken by students and/or answer sheets completed by students (original)

Copies of any and all handouts given to students

Instructor Bio

Class Roster

Instructor Critiques

Student Registration Forms

All post-lesson submission material should be submitted to the RLEA as soon as possible but must be received no later than 7 days from the last day of class. All information may be scanned and submitted in digital format if desired.

Requirements for class material:

Lesson Plans

A lesson plan is not TCOLE's curriculum, TCOLE's curriculum with a cover sheet on top nor a power point presentation. A lesson plan must contain the following:

Topic title

Instructor's Name and Telephone Number

Class Location

Time allotted for class

Instructional aids required

Prerequisite of Students

Course Goals

Date Prepared and Name of Person who prepared it

Date Updated and Name of Person who updated it

Lesson Objectives

Key Points and Elaboration of Key Points (the presentation)

Evaluation (List what type of evaluation the students will receive)

References (Where the information for the lesson came from)

Lesson Objectives must be clearly stated, measurable and observable.

All lesson objectives must begin with "The students will be able to..." words like LIST, IDENTIFY, MATCH, DEMONSTRATE, etc. may follow. The lesson plan may contain as many lesson objectives as needed to accomplish the goal of the course. The lesson objectives must be distributed to all students at the beginning of the course.

The Presentation or Key Points and Elaboration on Key Points section must contain enough information so that someone (who did not attend the class) can clearly tell what was taught.

The Evaluation may be a written test i.e., fill in the blank, multiple choice, true and false or a performance examination. All test questions or performance requirements must come from the confines of the stated lesson objectives. If your evaluation is a performance requirement, the acceptable level to satisfactorily complete the requirement must be clearly stated, along with a list of student names with an indication of pass or fail.

Instructor Bio

The instructor bio may be in a paragraph form. Do not submit a resume. The Instructor Bio must contain enough information to indicate that the instructor is qualified to teach the subject. References as to the instructor researching the topic, prior training in the topic or prior experience in the topic may be used. Depending on the number of different courses taught by a single instructor, it is not uncommon for that instructor to have numerous "Instructor Bios" in our academy file.