

CHAPTER 1. AGENCY AUTHORITY AND OBJECTIVES

390:1-1-6. Public records

- (a) Except as specifically exempted as a confidential record, official records of the Council on Law Enforcement Education and Training are subject to the Oklahoma Open Records Act, Title 51, Section 24A1 *et seq.*
- (b) Copies of public information may be obtained from the Council office during regular business hours upon receipt of a written request and payment of a fee to cover the cost of providing copies of the requested.
- (c) There may be a charge of Twenty-Five Cents (\$.25) per page for copies of records of the Council.
- (d) In the event a request for copies is for a commercial purpose or would cause disruption of the performance of the regular duties of the Council or Council staff, there may be an additional charge computed and assessed for locating and copying the requested materials based upon the cost of the lowest paid employee necessary to accomplish the copying request.
- (e) Pursuant to 51 O.S., Section 24A.8:
 - (1) Individual requests for records will only be accepted if received by U.S. Mail or facsimile.
 - (2) Agency requests for records will be accepted if on agency letterhead and received by U.S. Mail with original signature.
 - (3) If documents requested are not submitted by the individual or a law enforcement agency for investigative purposes, an *Order to Compel and Protective Order for Materials Produced by CLEET* must be received. This Order must be certified by the issuing Court.
 - (4) A subpoena without an *Order to Compel and Protective Order for Materials Produced by CLEET* is not sufficient.
- (f) All social security numbers except for the last four digits will be redacted from any documents supplied by CLEET.
- (g) All residential addresses will be redacted from any documents supplied by CLEET.

390:1-1-13. Forms of payment accepted by CLEET

- (a) The following forms of payment ~~are~~ may be accepted for any CLEET license, application, reimbursement, reinstatement, fine, rental, copy service, or any other payment to CLEET.
 - (1) Business check
 - (2) Purchase order
 - (3) Cashier's check
 - (4) Money order,
 - (5) Auto Bank Draft
 - (6) Credit card accepted by CLEET, or
 - (7) Cash if paying in person
- (b) All checks and money orders must be made payable to CLEET.

CHAPTER 2. ADMINISTRATIVE PROCEDURES

390:2-1-2. Denials, reprimands, suspensions, revocations, disciplinary penalties, fines

(a) Persons affected by individual actions. Under the authority of 70 O.S., Section 3311 et seq.; 59 O.S., Section 1750.1 et seq.; 59 O.S., Sections 1451-1476; 20 O.S., Section 1313.2, 21 O.S., Section 1289.9 and 21 O.S. Section 1290.1 et seq., and 59 O.S. 1350.1 et seq., CLEET may take Administrative Actions against the following parties for violations of said statutes and the Rules and Regulations of CLEET:

- (1) Certified peace officers and applicants;
- (2) Basic Peace Officer Academy students and applicants;
- (3) Private security training schools and applicants;
- (4) Armed and unarmed security guards, private investigators, security agencies, investigative agencies and applicants;
- (5) Certified drug detector dogs, handlers and applicants;
- (6) CLEET certified instructors for Law Enforcement;
- (7) Counties, cities and towns involved in the penalty assessment program;
- (8) Private security training instructors and applicants;
- (9) Approved SDA Firearms Instructors;
- (10) Retired municipal, county, state and federal peace officers;
- (11) Certified Reserve Peace Officers and applicants;
- (12) Bail Enforcement training schools and applicants;
- (13) Bail Enforcement training instructors and applicants;
- (14) Bail Enforcement persons and applicants; and
- (15) Any other parties for which CLEET has statutory authority.

(b) Type of sanctions. CLEET may take the following actions against the parties mentioned in (a) of this section:

- (1) Oral Reprimand
- (2) Written Reprimand
- (3) Denial
- (4) Suspensions
- (5) Revocation and/or
- (6) Disciplinary penalty or fine.

(c) Disciplinary procedures. In the event CLEET, or its designated agent, has determined that an action will be taken, the following procedures shall apply in accordance with the Administrative Procedures Act, Section 301, et. seq. Title 75 of the Oklahoma Statutes.

(1) The issuance or denial of a new license or new certification is not an individual proceeding.

and is not subject to review by the administrative hearing process set forth below.

(2) CLEET or its designated agent shall serve by certified mail, return receipt requested, or by personal delivery by an individual authorized by CLEET, a "Notice of Council Action" containing information required by 75 O.S. Section 309 et. seq., to the party at his last known residential address as reflected by the records of CLEET or current employing department or agency address if the personal address is unknown. If said letter is returned and notation of U.S. Postal Service indicates "unclaimed," "moved," "refused" or any non-delivery markings and the Council's records indicate no change of address as required by rule 390:35-5-13, and 70 O.S.,

§3311 (Q) the notice and any subsequent order shall be deemed served. Any order issued shall be deemed valid as if said individual or agency had been served.

{3) The notice shall provide that CLEET action shall commence and become effective fifteen (15) days after receipt of said notice by the party, unless the party timely files a written request for a hearing with CLEET except as follows:

(A) When CLEET determines that an allegation warrants immediate action, the commencement and effective date of fifteen (15) days will be waived and the action will be effective upon receipt of said notice.

(B) A request for hearing will be timely filed if said request is in writing and received by CLEET, its Director, or designated agent within ten (10) days of the date the party received notice.

(C) If a timely written request for a hearing is not received by CLEET, the allegations shall be deemed confessed by the party and the action will become final.

(D) If the written request for hearings is timely received by CLEET, such hearings shall be scheduled within sixty (60) days from the date said request is received to be heard at a date to be determined.

(4) The timely filing of a written request for a hearing will stay CLEET's action pending disposition of the hearing, unless the notice and allegations fall within (3)(A) of this subsection.

(5) The hearings will be held at a location designated by the Council.

(6) The hearing officer will be designated by CLEET or the Director thereof, and each party shall be afforded an opportunity to be heard and present evidence.

(7) The hearing will be electronically recorded and the tapes of said hearing will be preserved

until all avenues of appeal have expired or been exhausted. If a party desires a court reporter, or certified stenographer, it shall be the party's burden to provide and bear the cost of said services and subsequent transcription.

(8) If a party fails to appear at the scheduled hearings without prior notification or good cause, the

hearing officer shall default the party, and enter an order sustaining the allegations set forth in the notice and imposing the sanctions set forth therein; or if the State sustains its burden, the hearing examiner shall rule accordingly.

(9) If the complaining party fails to show or the state otherwise fails to prove the allegations by clear and convincing evidence, the action against the party shall be dismissed without sanctions.

(10) The designated hearing officer shall render a decision based upon the law and the evidence presented at the hearing.

(11) Each party shall be notified, in written order form, of the findings of fact and conclusions of law relating to the action.

(12) A party may appeal the hearing officer's decision as set forth in 75 O.S. Section 301 et. seq. of the Administrative Procedures Act.

CHAPTER 10. PEACE OFFICER CERTIFICATION

390:10-1-2. Minimum certification and employment standards

(a) For the purposes of the rules of this Chapter and 70 O.S. Section 3311, a peace officer is defined as a duly appointed or elected law enforcement officer who is paid for working more than twenty-five (25) hours per week and whose duties minimally include all of the following on a full- time basis:

- (1) Preserving the public peace;
- (2) Preventing crime;
- (3) Protecting life and property;
- (4) Enforcing laws and ordinances of this state and its political subdivisions; and
- (5) Executing arrest warrants and search warrants.

(b) All persons hired or elected as peace officers shall meet the employment and training standards set forth in this chapter as set forth in Section 3311 of Title 70 of the Oklahoma Statutes. Calculation of said employment shall be based on cumulative periods of employment.

(c) The Council, or its designee, may grant an extension of the time frame specified in Section 3311 of Title 70 of the Oklahoma Statutes, upon written application by the employing agency, and when good cause is shown, as determined by the Council or its designee. Peace officers granted an extension of time to attend and complete a training academy are not permitted to work in the capacity of a peace officer during the extension period.

(d) In the event any officer so appointed or elected fails to comply with the employment and training standards and an extension of time is not granted, the employing agency shall comply with 70 O.S., ~~Section 3311(E) (3)~~ Section 3311 (E) (4) at the first opportunity made available by CLEET. Individuals who fail to comply with employment and/or training standards may reapply for certification two

(2) years from the date of final ineligibility. Individuals who reapply will be required to start the academy over again without regard to previous classwork completed.

(e) Students are expected to complete the first basic academy in which they are enrolled. In the event a student cannot complete their initial academy, the student can complete the course work in another academy if such work can be completed in the next subsequent academy and within a one year period from the date of hiring or appointment as a peace officer. If reentry exceeds one year, students will be required to start the academy over again without regard to previous classwork completed unless reentry was delayed by a documented medical condition or military orders prohibiting participation. Exceptions may be made by the Director, or Director designee, for students who have been granted extensions of time as authorized by 70 O.S., ~~Section 3311 (E) (3)~~. Section 3311 (E) (4).

(f) The Council may provide options for remedial or make-up training for students attending approved academy or CLEET basic academy programs pursuant to academy rules.

390:10-1-7. Withdrawal, suspension and reinstatement of certification

(a) "Withdrawal" defined. A withdrawal of certification is the voluntary surrender of peace officer certification by an officer that has been certified pursuant to the provisions of 70 O.S. 3311 et seq.

(1) An officer requesting a withdrawal of certification must notify CLEET of his intent in writing to voluntarily surrender peace officer certification and have his name withdrawn from the list of Oklahoma certified peace officers.

(2) If an officer is requesting withdrawal by voluntary surrender of peace officer certification based upon completed, pending or contemplated criminal proceedings, the officer must include in the notice to withdraw certification, a certified copy of the charges, sentencing agreement or other information to support the action. This would include any deferred sentencing agreement.

(3) When a request for withdrawal of certification has been received by CLEET, the supporting documents will be verified and an investigation conducted to determine the facts for the stated underlying purpose of the withdrawal of certification.

(4) CLEET will enter a Final Order of Withdrawal or Surrender which ~~must be signed by the officer requesting the voluntary surrender of peace officer certification and the Director~~ will include the peace officer's request to voluntarily surrender or any documentation requiring the voluntary surrender of a certification. The Final Order of ~~Withdrawal~~ must be signed by the Director and must include:

The Final Order of Withdrawal must include:

(A) A statement by the officer that the withdrawal and surrender of peace officer certification is voluntary; and/or is ordered by the court.

(B) A Statement Acknowledgment of the underlying facts for the withdrawal; ~~and~~ or surrender;

(C) A statement Acknowledgment that the information gathered during the investigation of the request for withdrawal or surrender may be submitted as evidence at a hearing upon the request of the officer for reinstatement of certification; ~~and~~

(D) A statement that the officer cannot file a request for reinstatement for a minimum of five (5) years from the date of the entry of the Final Order of Withdrawal or Surrender.

(b) Suspension. The certification of a peace officer may be suspended pursuant to the provisions of 70 O.S. Section 3311 et seq.

(1) If any action against a peace officer results in the suspension of peace officer certification, the suspended officer shall not engage in law enforcement activities of any type during the period of suspension. Any peace officer found to be engaging in law enforcement activities of any kind during the period of suspension shall be subject to revocation of peace officer certification without prior notice but otherwise subject to administrative proceedings.

(2) When permitted by law, the officer and CLEET may enter an agreement for the suspension of peace officer certification. The Agreed Final Order of Suspension must include the length of the suspension.

(3) Administrative actions involving actions against a peace officer in which suspension of peace officer certification is provided by law, shall be conducted in accordance 70 O.S. 3311, the Administrative Procedures Act, OAC 390:2-1 et. seq. and this chapter.

(4) A suspension ordered after administrative hearing shall state the term of the suspension. Unless otherwise provided by law, the Hearing Examiner may establish a reasonable length of suspension.

(c) Reinstatement.

(1) After five years, an officer who has had peace officer certification suspended or who has voluntarily withdrawn his certification, may have peace officer certification reinstated through the following procedures:

(A) The officer shall file a request for reinstatement in writing, under oath.

(8) The request shall require the applicant to furnish information reasonably required to enable the Council to determine the fitness of the applicant for certification.

(2) The request for reinstatement shall be referred to the Assistant Director for processing of the request.

(3) The request will be reviewed by the Assistant Director and General Counsel to approve or deny the request. The following factors will be considered during the review:

(A) Circumstances surrounding the suspension or voluntary withdrawal of certification;

(B) Successful completion of the terms for suspension or voluntary withdrawal of certification;

(C) Any pending charges or actions in this state or any other state; and

(D) Activities of applicant during the period of suspension.

CHAPTER 20. RESERVE OFFICER CERTIFICATION AND TRAINING

390:20-1-16. Reserve Academy Instructor requirements

(a) Skills area instructors of record, or lead instructors, are required to meet the instructor specifications set forth in 390:25-1-9 through 390:25-1-12.

(b) Instructors of record are required to participate as an instructor in the appropriate skills training block of a CLEET Basic Academy or CLEET approved academy city/agency basic academy, at least one time in the year preceding their scheduled participation as a reserve academy skills instructor.

(c) To remain active as a lead reserve academy skills instructor, lead reserve academy skills instructors must instruct annually within a CLEET or approved academy city/agency basic academy. (d) Skills instructors who are not lead instructors or instructors of record, shall meet the CLEET specialized instructor requirements set forth in 390:25-1-9 through 390:25-1-12, and must instruct within a CLEET or approved academy city/agency basic academy every three (3) years.

(e) Instructors, other than skills instructors, shall meet the requirements set forth in 390:25-1-9 through 390:25-1-12.

(f) Instructors for portions of the reserve academy legal block identified by CLEET must be taught by an attorney currently licensed by the Oklahoma Bar Association.

CHAPTER 25. CONTINUING LAW ENFORCEMENT EDUCATION

390:25-1-8. Outside law enforcement schools and seminars

(a) Centralized peace officer training records.

(1) CLEET shall maintain a centralized depository of training records for each full-time, certified peace officer in the State of Oklahoma. Schools and Seminars attended by such officers may be entered into their individual training files upon request.

(2) Local "in-service" training or informational sessions of less than one(1) hour shall not be entered.

(3) Requests for individual training record entries shall be in format approved by CLEET.

(4) Requests for training entries shall minimally contain the following documentation:

(A) The date(s), location and title of the school or seminar; and

(B) An official school Attendance Roster or electronic roster, showing the name, CLEET number, and employing agency of each full-time, certified officer in attendance; and

(C) One of the following:

(i) The name and address of the instructor(s); or

(ii) A copy of the completion or attendance certificate issued by the school, and the requesting officer's name, CLEET number, and employing agency and the authorized signature of the agency head or designee certifying attendance.

(D) Training may not be recorded when names provided on the roster or electronic record cannot be matched to CLEET records by the CLEET number or name until additional identifying information is provided.

(E) Agencies or individuals submitting rosters or electronic records shall maintain a file copy, subject to inspection, for a period of three years.

(b) Local training incentive accreditation.

(1) For the purposes of this sub-section, "ACCREDITATION" means that CLEET will assign a course ~~accreditation~~ catalog number and send a confirmation letter to the agency requesting such accreditation for a lesson plan submitted by that agency. It will be the responsibility of the agency requesting accreditation to retain the lesson plan and all supporting material. All lesson plans and supporting materials on file with the agency requesting an accreditation number will be considered by CLEET to be copyrighted. Regarding any law enforcement concepts, practices, methods, techniques, products, or devices as might be taught, promoted, or otherwise espoused in outside schools or seminars, there is no intent, expressed or implied, that "accreditation" indicates or in any way conveys "CLEET approval" of such concepts, practices, methods, techniques, products, or devices, unless such approval is explicitly stated by CLEET.

(2) For the purpose of qualifying for training or educational pay increases, or for other training incentives which might be initiated by law enforcement agencies, and for which CLEET accreditation is a requisite, the rules and procedures set forth in (3) and (4) of this subsection shall apply.

(3) Requests for local training incentive accreditation for any outside school or seminar, shall be made in writing in a format approved by CLEET and shall minimally contain the following information:

(A) A description of the subject of the school or seminar;

(B) A resume' or summary of each known instructor's qualifications, describing his or her training and experience in the particular subject.

390:25-1-12. Application for instructor certification

Qualified officers may apply for CLEET instructor certification on forms to be provided by CLEET, and in the following ways:

(1) Make application for admission to a CLEET Instructor Development School;

(2) Make application for instructor certification by submitting documented evidence of instructor development training or educational attainment equivalent to CLEET instructor development training, as prescribed in OAC 390:25-1-10.

(3) Qualified officers who did not attend a CLEET sponsored Basic Instructor Development (BID) course and have been granted a BID waiver for comparable training or meet the requirements found in 390:25-1-10 paragraphs (3) thru (5), will be required to complete a waiver transition course as prescribed by CLEET. This course will explain how to complete new course approval paperwork and submitting required course attendance rosters.

390:25-1-19 Grounds for revocation

(a) The Council may deny or revoke intermediate or advanced certification of an officer who obtains, or attempts to obtain, certification by supplying the Council with false, forged, altered, or otherwise erroneous information.

(b) The Council may deny or revoke the basic or specialized instructor certification of an officer who obtains, or attempts to obtain, certification by supplying the Council with false, forged, altered or otherwise erroneous information, or who submits any fraudulent records to CLEET.

(c) Intermediate and advanced certifications are revoked if an officer's basic certification is revoked in accordance with 70 O.S. Section ~~3311, Section (K)~~, Section 3311.

CHAPTER 30. CDS DETECTOR DOG CERTIFICATION

390:30-1-6. Application for certification

(a) Any person, group, or organization, public or private, that utilized canine teams for the purposes of detecting controlled dangerous substances, as a public service or for private gain, shall be required to annually obtain CLEET certification for such canine teams. Certification as to the demonstration abilities of any such canine team shall be based on evaluation of the canine team's performance during field tests.

(b) Persons wishing to seek CLEET CDS detector canine team certification may receive an application and instructions by calling or making a written request to CLEET administrative offices.

(c) Applicants must submit the application and appropriate test fee to CLEET.

(d) All applications must be completely filled out and be accompanied by two (2) full-body, color photographs of the applicant canine team and any other information required by CLEET. The photographs shall include the full side-body of the dog and the face of the handler.

(e) Normally, no more than ten (JO) applicant dogs shall be scheduled for testing on any date.

(f) Upon completion of CDS detector canine team testing, the owner/handler of each dog shall be informed as to the examiner's evaluation of the canine team's performance.

(g) Canine teams that fail to successfully complete the CDS detector tests in accordance with the required standards of performance may not be retested until seven (7) days from the last attempt, and must submit the retest fee to CLEET prior to testing.

(h) Canine teams that successfully complete CDS Detections tests in accordance with the required standards of performance shall be notified in writing by CLEET.

(i) When CLEET has determined that all application procedures are fully complete; the applicant canine team has met all required performance standards; and the correct certification fee has been received, a CDS detector canine team certificate shall be issued by CLEET.

G) Anytime a certified CDS detector canine team is being employed or otherwise utilized in CDS detection activities, the CLEET CDS detector canine team certificate, or a copy thereof, shall be immediately available for inspection by any interested party.

(k) CLEET CDS detector canine team certification shall remain effective for ~~one (1) year from the date it was issued.~~ a period of one year from the date of issuance. Upon renewal of a license that has not yet expired, the renewal date of that license will be the same month and day as the previous year.

(I) CDS detector canine teams shall be recertified annually. Application for renewal and the process of testing and performance evaluation shall be conducted in the same manner as the original certification. Application for recertification should be initiated not less than thirty (30) days prior to the expiration date of the previous certificate.

(m) All CDS detector canine team certifications that are not renewed shall be inactivated by CLEET. If a renewal of an expired certification is not initiated by the canine team within thirty

(30) days from the expiration date of the certificate, the canine team shall be required to remit the full two hundred dollars (\$200.00) certification test fee to reinstate the certification status of the canine team concerned. Application and testing procedures in such case shall be conducted in the same manner as an original certification.

(n) When any canine team certified under these laws and rules will no longer be utilized in the performance of CDS detection activities, the owner of such dog or the handler shall notify CLEET in writing.

(o) CDS detector canine teams owned by or used solely by a bona fide law enforcement agency for CDS detection activities in the service of the public shall be exempt from the certification fees herein, but shall be required to certify such canine teams annually in accordance with the laws and the rules of this section, unless such canine teams are certified annually by the United States Custom Service.

CHAPTER 35. REGULATION OF PRIVATE SECURITY INDUSTRY

390:35-1-3. Definitions

The following words or terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Act" means the Oklahoma Security Guard and Private Investigator Act, Title 59, O.S., Section 1750.1, et seq.

"Agency" means a private security agency or private investigative agency, as defined in this Act.

"Applicant" means a person, or as it relates to an agency license, any of its owners, partners, directors, or in the case of a corporation, each officer and registered agent (branch manager), applying for a license under the provisions of the Act.

"Approved school" means an organization or institution authorized by CLEET to conduct private security training pursuant to the Act.

"Armored car" means any vehicle operated, in the normal course of business, by an armored car company, while such vehicle is engaged in the transportation and protection of cash, securities, negotiables and/or other items of unusual value.

"Armored car company" means a company that knowingly and willingly transports and protects cash, securities, negotiables and/or other items of unusual value for a fee or other remuneration.

"Armored car employee" means an individual who provides protection for cash, securities, negotiables and/or other items of unusual value transported by an armored car company.

"Armed private investigator" means an informal term, referring to a licensed private investigator who is also a licensed armed security guard, and who is authorized to carry a firearm.

"Armed security guard" means a security guard who is licensed to carry a firearm.

"CLEET" means the Council on Law Enforcement Education and Training, and its administrative officers and personnel.

"Client" means a real person or legal entity having a contract which authorizes services to be provided in return for financial or other considerations.

"Conditional license" means a temporary license issued, pending completion of a satisfactory background investigation and completion of required training.

"Conflict of interest" means a conflict or the appearance thereof between the private interests and public obligations of an individual, organization, or other legal entity authorized to conduct business pursuant to the Act.

"Contract," means, for the purposes of these rules, a contract is an agreement between a person or agency licensed under this Act and a client, to provide security or investigative services, including guards and/or investigators to the client, for a contract labor fee; and where the wages of the guards or investigators are paid by the contractor. Such contracts may be oral or written, or in any combination thereof.

"Contractor," means, for the purposes of these rules, a contractor is a person or business entity not employed in a direct employer-employee relationship, but instead contracts with a client to provide his services as a security guard or to provide security guards and their services to that client, for a contract labor fee. The term "contractor" shall include "sub-contractor".

"Conviction" means any final adjudication of guilt, whether pursuant to a plea of guilty or nolo contendere, or an "Alford" plea, or otherwise, ~~and any deferred or resulting in a suspended sentence or judgment. Conviction does not include any court action in which the court has deferred imposition of judgment and sentence, and the defendant has successfully completed the terms of the deferred judgment, and the court has allowed the defendant to withdraw a plea, and dismissed the case without a court judgment of guilt, and the pleas has been expunged by court order.~~

"Council" means the appointed members of the Council on Law Enforcement Education and Training, as defined in Title 70 O.S., Section 3311.

"Curriculum" means the collective, written documentation of the material content of a training course, or any particular phase of training prescribed by the Act, minimally consisting of course objectives, student objectives, lesson plans, training aids, and examinations.

"Director" means the Director of the Council on Law Enforcement Education and Training, or designated agent.

"Expungement" means a court order expunging any final adjudication of guilt, whether pursuant to a plea of guilty or nolo contendere, or an "Alford" plea, or any plea other than "not guilty, " or otherwise. For purposes of these rules, expungement does not include a court order expunging a criminal record because no charges were filed or expunging a criminal record because the accused was acquitted at trial, or because the charges were dismissed on motion of the State prior to entry of any pleas other than "not guilty. "

"Full-time employment" means any security guard, armed or unarmed, or private investigator, who is employed and paid for working twenty-five (25) hours or more per week on a regular basis.

"Instructor" means a person who directly facilitates learning through means of lecture, group participation, practical exercise, or other means, where there is a direct student teacher relationship.

"License" means written authorization in the form of a certificate or identification card, issued by CLEET, under the provisions of the Act, permitting the holder to conduct business as a security guard, armed security guard, private investigator, security agency, or investigative agency.

"Licensee" means a person or as it relates to an agency license, any of its owners, partners, directors, or in the case of a corporation, each officer and registered agent (branch manager), authorized by CLEET under the provisions of this Act, to lawfully conduct business as a security guard, armed security guard, private investigator, security agency, or investigative agency.

"Over-payment" means monies in excess of the amount due for a license, permit or fine that is returned to the individual or agency.

"Person" means any corporation, company, association, operation, firm, partnership, institution, trust, or other form of business association, as well as a natural person.

"Private security" refers collectively to the fields of occupations described in the Act.

"Publish" means to make publically or generally known.

"Reciprocity" means the mutual recognition of standards and practices of another state, as related to qualifications, background investigation, training, and assessment, for the purposes of professional licensure granted pursuant to the Act.

"School coordinator" means a person certified by CLEET to coordinate and conduct private security training at an approved school, and arrange or administer psychological examinations to firearms training students.

"Special event status" means term denoting that an event has been approved as a special event pursuant to the Act.

"Training course" means a complete, multi-phase course of instruction required to qualify for a license under the provisions of the Act.

"Training phase" means a block of training units that comprises a distinct phase in the private security training course.

"Training unit" means a unit of instruction within a training phase.

SUBCHAPTER 3. [RESERVED]
SUBCHAPTER 5. LICENSE REQUIREMENTS

(a) All licensed security guard and private investigative agencies, shall maintain a place of business within the State of Oklahoma, and shall maintain an operative telephone having a published listing, in the agency name. The agency must also provide proof of published phone number in a format specified by CLEET. Every license issued under this chapter shall be posted conspicuously in the licensee's principal place of business in this state. The phone number shall be on file with CLEET. The office of such business may be maintained at the personal residence of the executive officer, manager, or supervisor of such office. Such notification shall include both the geographical location (street address) and the mailing address. Any changes in the above shall be submitted to CLEET in writing, with an original signature, within 10 days of the effective date of the change. Notice of change of address will not be accepted over the phone, fax or by email.

(b) The executive officer, manager, or other person in charge of supervising security guards and/or private investigators shall be a resident of the State of Oklahoma.

(1) The executive officer, manager, or other person in charge of supervising security guards in the performance of their duties shall be a licensed security guard.

(2) The executive officer, manager, or other person in charge of supervising private investigators in the performance of their duties shall be a licensed private investigator.

(c) Agency licenses are not transferrable upon the sale of a company. The Council may approve the transfer of a license to a new entity providing that one or more of the original licensees retain ownership in the new entity, and the new licensee meets the qualifications listed in (d) of this section. The licensee shall notify CLEET in writing, with an original signature, within ten (10) days of any change of identity of the licensee, or as it relates to an agency license, any of its owners, partners, directors, or in the case of a corporation, officers and registered agents (branch managers); and any substitute in the person enumerated must satisfy the requirements listed in (d) of this section; and be approved by CLEET. Notice will not be accepted over the phone, by fax, or by email.

(d) Every applicant for an agency license, or any of its owners, partners, directors, or in the case of a corporation, each officer and registered agent (branch manager), shall meet the following qualifications before it may engage in any business licensed under this chapter:

(1) be 21 years of age;

(2) be a citizen of the United States or a resident alien;

(3) not have been convicted of a felony or crime involving moral turpitude unless waived by the Council pursuant to O.S. Title 59, Section 1750.5 (H);

(4) not have had his license revoked or application for such license denied by CLEET or any other state and must provide a letter of good standing from any other state previously licensed;

(5) be of good moral character; and

(6) in the case of a corporation, be incorporated under the laws of this state, or shall be duly qualified to do business within this state.

(e) Alarm Companies who respond to electrical, electronic or mechanical alarm signal devices, burglar alarms, television cameras or still cameras used to manually or automatically signal or detect burglary, fire, breaking or entering, shoplifting, pilferage, theft, or hold-up are

required to be licensed as a Security Agency, and individually license employees as security guards, or armed security guards, who provide the response.

(f) Temporary employment agencies who provide guards or private investigators to its clients on a contractual basis falls within the definition of a contract security or investigative company and must be licensed pursuant to the Act.

(g) Employee leasing services who provide an administrative service only for handling the payroll, employee's salaries, and benefits, who do not make assignments, supervise or direct the work of the employee, or select the employees, but who lease the employee back to the licensed agency, do not fall within the definition of a contract security or investigative company and are not required to obtain an agency license. Licensed agencies who utilize the employee leasing services, are responsible for the duties such as reporting employments, terminations, address changes to our agency, providing appropriate liability insurance coverage, etc., as if the employee were paid by the agency.

~~390:35-5-2. Security guard, armed security guard, and private investigator licenses~~

~~(a) Applicants for security guard, private investigator, or armed security guard licenses must meet and satisfy the requirements set forth in 59 O.S., Section 1750.1 et seq., The Oklahoma Security Guard and Private Investigator Act.~~

~~(b) Applicants for Armed Security Guard or armed private investigator licenses must further:~~

~~(1) Successfully pass a psychological evaluation by a licensed psychologist; provided that the applicant shall bear the cost of such evaluation.~~

~~(2) Successfully complete the firearms phase of private security training;~~

~~(3) Be twenty one (21) years of age, and~~

~~(4) Applicants for an armed security guard license must submit an affidavit that they are gainfully employed as an armed security guard and that a firearm is required within the scope of their employment.~~

~~(c) An Armed Security Guard License grants no authority to carry a firearm when not acting directly in the course and scope of employment.~~

~~(d) No licensee shall brandish, point, exhibit, or otherwise display a firearm at any time, except as authorized by law, and the rules of this Chapter.~~

~~(e) If the applicant is the defendant in a disqualifying charge that is pending in any court in this state, another state, tribal court, or pursuant to the United States Code, or is named as a respondent in a final victim's protective order, no license will be issued.~~

~~(f) If the applicant is the subject of an order deferring imposition of judgment and sentence or deferred prosecution in any court in this state or another state or pursuant to federal authority for the commission of a disqualifying offense, no license will be issued. The preclusive period shall be for five (5) years and shall begin upon the final determination of the matter.~~

~~(g) Continuing education training is required for renewal of an individual license.~~

~~(1) Private Investigators must complete a minimum number of hours of continuing education training from an approved source, during the licensing period to maintain their license, pursuant to Title 59, O.S., § 1750.3.~~

~~(2) Security Guards must complete a minimum number of hours of continuing education training from an approved source, during the licensing period to maintain their pursuant to Title 59 O.S., § 1750.3.~~

~~(3) A person holding both a security guard license and private investigator license or a combination license must complete a minimum number of hours of continuing education training during the licensing period to maintain their license, pursuant to Title 59, O.S., § 1750.3.~~

~~(4) Any expenses incurred for continuing education courses by any licensee shall be the responsibility of the licensee.~~

~~(5) Firearms requalification courses will not count towards mandate training. Approved sources for mandated training are:~~

~~(A) College credit hours. Fifteen hours of mandate training will be granted for each successfully completed college hour. Proof of attendance needed is a certified copy of the grade report. Requests for credit must be submitted within one (1) calendar year from the date the college credit is obtained;~~

~~(B) Established Entities (Recognized county, state, and federal associations, professional associations, vocational technical schools). One hour of training will be granted for each hour attended in a topic which directly relates to the performance of duties under the respective license. Proof of attendance needed is a copy of a certificate, sign in roster, electronic notification or other proof from the sponsor accepted by CLEET; or~~

~~(C) CLEET Accredited Schools, Seminars, and Conferences. One hour of mandate training credit will be granted for each hour of instruction. For approval to conduct mandate training, sponsors must:~~

~~(i) Submit a written request for program accreditation to CLEET;~~

~~(ii) Provide course outline, and course objectives;~~

~~(iii) Provide Resume for Instructors; and~~

~~(iv) After training, submit a roster of attendees completing the training to CLEET.~~

~~(D) Completion of training courses required for initial licensing will satisfy the continuing education requirements for the first licensing period of an initial license.~~

~~(6) Continuing education training may be reported to CLEET as it is completed or at the time of license renewal. Verification of the minimum hours of continuing education training will be made by CLEET when the licensee requests renewal. A licensee will be subject to the following disciplinary sanctions for failure to comply with the mandate training requirements:~~

~~(A) Written Reprimand~~

~~(B) Denial~~

~~(C) Suspension~~

~~(D) Revocation and/or~~

~~(E) Disciplinary penalty or fine—~~

~~(7) A renewal license will be issued only after CLEET receives a request for renewal, the renewal fee, current photographs, verification of current insurance or bond coverage, verification of the minimum hours of continuing education training for the license period.~~

~~(8) A licensee who has timely submitted a request for renewal with payment and has failed to meet the minimum training requirements will be issued official notification of CLEET's intent to impose a disciplinary action for failure to meet the mandated training requirements in compliance with Chapter 2 of this Title.~~

~~(9) A licensee who has failed to meet the minimum training requirements and continues to work will be subject to disciplinary action under Chapter 2 of this Title.~~

~~(h) Any person seeking an Oklahoma Security Guard or Private Investigators license, who has been licensed by a state whose training and standards have been deemed comparable to and approved by the Oklahoma Council on Law Enforcement Education and Training may obtain a license by reciprocity, under the following conditions:~~

~~(1) The applicant must meet the minimum license requirement standards set forth by Oklahoma Law including fingerprint requirements. Such fingerprints requirement may be waived by CLEET where a verified records check has been made within a reasonable period of time in the context of existing law requiring fingerprint checks. The individual must also complete the "Legal Block" of Phase IV Firearms Training.~~

~~(2) The applicant must have an active license in the original licensing state, and not be subject to any administrative action regarding the active status in the licensing state. A letter of good standing must be received from the original licensing state.~~

~~(3) The applicant receiving a license by reciprocity in Oklahoma shall at all times while working as a security guard or private investigator in Oklahoma be subject to all laws regarding security guards and private investigators including all applicable fees for such license.~~

~~(4) Reciprocity may be granted only from the state in which the applicant was originally licensed and not from any intervening state by reciprocity to the original licensing state.~~

~~(5) The applicant must sign a statement of irrevocable consent that service of process, in any complaint or disciplinary action filed against the applicant, arising out of the applicant's private investigative activities in the reciprocating state, may be made by the delivery of such process on the administrator of the private investigation regulatory agency in his/her/its state of residence.~~

~~(6) An armored car employee who is primarily employed by an armored car company in another state, and is properly licensed by that state to carry a weapon while acting in the services of that company in the home state, and meets the minimum home state requirements, would be exempt from other requirements of 59 O. S. Section 1750.1 et seq. during such time as the armored vehicle from that state is actively engaged in interstate commerce within Oklahoma pursuant to 15 U.S.C. Section 5901, the "Armored Car Industry Reciprocity Act of 1993."~~

390:35-5-2.1 Renewals and continuing education

(a) Continuing education training is required for renewal of an individual license.

(1) Private Investigators must complete a minimum number of hours of continuing education training from an approved source, during the licensing period to maintain their license, pursuant to Title 59, O.S., § 1750.3.

(2) Security Guards must complete a minimum number of hours of continuing education training from an approved source, during the licensing period to maintain their pursuant to Title 59 O.S., § 1750.3.

(3) A person holding both a security guard license and private investigator license or a combination license must complete a minimum number of hours of continuing education training during the licensing period to maintain their license, pursuant to Title 59, O.S., § 1750.3.

(4) Any expenses incurred for continuing education courses by any licensee shall be the responsibility of the licensee.

(5) Firearms requalification courses will not count towards mandate training. Approved sources for mandated training are:

(A) College credit hours. Fifteen hours of mandate training will be granted for each successfully completed college hour. Proof of attendance needed is a certified copy of the grade report. Requests for credit must be submitted within one (1) calendar year from the date the college credit is obtained;

(B) Established Entities (Recognized county, state, and federal associations, professional associations, vocational-technical schools). One hour of training will be granted for each hour attended in a topic which directly relates to the performance of duties under the respective

license. Proof of attendance needed is a copy of a certificate, sign-in roster, electronic notification or other proof from the sponsor accepted by CLEET; or

(C) CLEET Accredited Schools, Seminars, and Conferences. One hour of mandate training credit will be granted for each hour of instruction. For approval to conduct mandate training, sponsors must:

(i) Submit a written request for program accreditation to CLEET;

(ii) Provide course outline, and course objectives;

(iii) Provide Resume for Instructors; and

(iv) After training, submit a roster of attendees completing the training to CLEET.

(D) Completion of training courses required for initial licensing will satisfy the continuing education requirements for the first licensing period of an initial license.

(6) Continuing education training may be reported to CLEET as it is completed or at the time of license renewal. Verification of the minimum hours of continuing education training will be made by CLEET when the licensee requests renewal. A licensee will be subject to the following disciplinary sanctions for failure to comply with the mandate training requirements:

(A) Written Reprimand

(B) Denial

(C) Suspension

(D) Revocation and/or

(E) Disciplinary penalty or fine

(b) Renewal applications will be accepted up to thirty (30) days after the date of expiration of the applicant's license. If the renewal application is received more than thirty (30) days after the expiration date of the applicant's license, a letter will be mailed to the applicant with instructions to submit a completed new application and complete licensing fee. Continuing education will still be required even if the applicant has to submit a new application.

(c) A renewal license will be issued only after CLEET receives a completed renewal application, the renewal fee, current passport size and quality photographs, verification of current employment with a licensed Agency or verification of current insurance or bond coverage, and verification of the minimum hours of continuing education training for the license period.

(d) A licensee who has timely submitted a request for renewal with payment and has failed to meet the minimum training requirements will be mailed a letter along with a penalty citation as listed in Appendix C requiring proof of continuing education and disposition of the fine within fifteen (15) days. No license will be issued without verification of the minimum hours of continuing education and disposition of the above mentioned citation.

(e) A licensee who has failed to meet the minimum training requirements and continues to work after his/her license expiration date, will be subject to disciplinary action under Chapter 2 of this Title.

(f) If the renewal applicant is the defendant in a disqualifying charge that is pending in any court in this state, another state, tribal court, or pursuant to the United States Code, no license will be issued.

(g) If the renewal applicant is the subject of an order deferring imposition of judgment and sentence or deferred prosecution in this state or another state or pursuant to federal authority for the commission of a disqualifying offense, no license will be issued. The preclusive period shall be for five (5) years and shall begin upon final determination of the matter.

(h) Any person seeking an Oklahoma Security Guard or Private Investigators license, who has been licensed by a state whose training and standards have been deemed comparable to and approved by the Oklahoma Council on Law Enforcement Education and Training may obtain a license by reciprocity, under the following conditions:

(1) The applicant must meet the minimum license requirement standards set forth by Oklahoma Law including fingerprint requirements. Such fingerprints requirement may be waived by CLEET where a verified records check has been made within a reasonable period of time in the context of existing law requiring fingerprint checks. The individual must also complete the "Legal Block" of Phase IV Firearms Training.

(2) The applicant must have an active license in the original licensing state, and not be subject to any administrative action regarding the active status in the licensing state. A letter of good standing must be received from the original licensing state.

(3) The applicant receiving a license by reciprocity in Oklahoma shall at all times while working as a security guard or private investigator in Oklahoma be subject to all laws regarding security guards and private investigators including all applicable fees for such license.

(4) Reciprocity may be granted only from the state in which the applicant was originally licensed and not from any intervening state by reciprocity to the original licensing state.

(5) The applicant must sign a statement of irrevocable consent that service of process, in any complaint or disciplinary action filed against the applicant, arising out of the applicant's private investigative activities in the reciprocating state, may be made by the delivery of such process on the administrator of the private investigation regulatory agency in his/her/its state of residence.

(6) An armored car employee who is primarily employed by an armored car company in another state, and is properly licensed by that state to carry a weapon while acting in the services of that company in the home state, and meets the minimum home state requirements, would be exempt from other requirements of 59 O. S. Section 1750.1 et seq. during such time as the armored vehicle from that state is actively engaged in interstate commerce within Oklahoma pursuant to 15 U.S.C. Section 5901, the "Armored Car Industry Reciprocity Act of 1993."

390:35-5-3. Conditional licenses

(a) Conditional licenses may be issued only to employees of security or investigative agencies and will only be issued for unarmed security guard applicants or unarmed private investigator applicants. Conditional licenses will NOT be issued for armed security guard applicants or armed private investigator applicants.

(b) Conditional licenses may be issued to such employees when the following requirements have been met:

(1) Receipt of an applicant's completed license application form. An application form shall be considered complete when all applicable spaces have been filled in properly, required documents have been provided, and it has been signed and notarized;

(2) Receipt of two (2) properly completed, CLEET-issued "applicant" fingerprint cards or fingerprints submitted electronically through a fingerprint system approved by CLEET;

(3) Receipt of correct license fees;

(4) Receipt of a completed OSBI records name check.

(c) Conditional licenses may be issued to an applicant one time per new application every five (5) years. This does not include renewal applications.

(d) If after a conditional license has been issued, disqualifiers are discovered or the applicant fails to respond to requests for additional information within thirty (30) days of request, the

conditional license will become null and void. The applicant and employer will be notified that the application is null and void and no further action will be taken.

SUBCHAPTER 7. APPLICATION PROCEDURE

390:35-7-3. Accuracy and completeness of application

(a) All information on an application form or any related document must be accurate to the best of the applicant's knowledge.

(b) All sections of the application that are applicable to the applicant must be completed, and all applicable spaces must be filled in with the appropriate information.

(c) If an application is incomplete, CLEET will process any payments in accordance with statutory requirements, and will notify the applicant that the application is incomplete. ~~No further action will be taken on the application until all required information is received by CLEET.~~ Upon receipt of the notification that the application is deficient, the applicant will have thirty (30) days to provide needed documents or make the necessary corrections. At the end of the thirty (30) day application period, and absent substantive progress toward providing documents or information necessary to complete the application, CLEET will return the application and application fees less the established processing fees. CLEET will offer no further consideration of the returned application.

(d) CLEET will not give any person legal advice and will not request or gather documents for an applicant. Accuracy and completeness of the application is the obligation of the applicant.

(e) Since CLEET does not wish to deny any person the opportunity to apply for a license, CLEET will not give advisory opinions as to whether a person will or will not be licensed. Decisions on licensing will be made only after receipt of a completed application.

390:35-7-4. Background investigation of applicants

(a) The requirements of the Act will necessitate an investigation into the personal history, employment history, and moral character of each applicant. Local, state, and federal criminal indices will be examined in the normal processing of applications for evidence of any prior criminal record. In addition to those offenses set forth in the Statutes, convictions of crimes set forth in Appendix A of this Chapter, shall be deemed as disqualifying convictions.

(b) Failure to provide the information necessary to complete this background investigation, including certified copies of final dispositions, shall preclude any further processing and shall result in denial of said application.

(c) Fingerprint cards or electronically captured fingerprints submitted by an applicant which have been rejected by the Oklahoma State Bureau of Investigation (OSBI) or Federal Bureau of Investigation (FBI), have failed to meet the statutory requirement of 59 O. S. Section 1750.6 (A)(1) for providing "classifiable fingerprints to enable the search of criminal indices for evidence of prior criminal record".

(1) Upon notice to CLEET from the OSBI or FBI that fingerprints have been rejected, CLEET shall send written notice to the applicant requesting resubmission of fingerprints.

(2) Failure to resubmit fingerprints within thirty (30) days of the request for resubmittal shall preclude any further processing and shall result in denial, suspension or revocation of any license held by the applicant.

(3) Upon the third rejection of fingerprints by the OSBI or FBI or the expiration of one-hundred-eighty days (180) days, whichever occurs first, from the original date of issuance of any license, such license shall be suspended or revoked until such time that classifiable fingerprints have been submitted and criminal history reports have been received from OSBI and FBI.

(d) An applicant shall state any and all names previously used by the applicant, and the date of any name change.

(e) An applicant shall provide information on any previous licenses held as a private security guard or private investigator, whether in this state or other state, and any previous revocations or suspensions of any such license.

(f) No license shall be issued under the following circumstances:

(1) A disqualifying charge is pending in any court in this state, another state, tribal court, or pursuant to the United States Code.

(2) The applicant is subject to the provisions of a deferred sentence or deferred prosecution in any court in this state, another state, tribal court, or pursuant to federal authority for the commission of any disqualifying offense. The preclusive period shall be for five (5) years and shall begin upon the final determination of the matter.

(g) An applicant who has been reported to CLEET to have been involuntarily committed at anytime, will be notified in writing of the alleged involuntary commitment along with the applicant's employer. The applicant shall provide to CLEET written notification of a psychological evaluation conducted by a licensed physician or psychologist which attests and states by affidavit that the licensee and the evaluation test data of the licensee have been examined and that, in the professional opinion of the physician or psychologist, the licensee is psychologically suitable to be a security guard or private investigator.

CHAPTER 40. OKLAHOMA SELF-DEFENSE ACT

390:40-1-3. Definitions

The following words or terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Act" means the Oklahoma Self-Defense Act, Title 21, O.S., Section 1290.1, et seq.

"Applicant" means a person applying for a license or instructor certificate under the provisions of the Act.

"Armed security guard" means an individual who has successfully completed firearms training

required to receive a license as an armed security guard.

"CLEET" means the Council on Law Enforcement Education and Training, and its administrative officers and personnel.

"Concealed handgun" means a loaded or unloaded pistol or handgun not openly visible to the ordinary observation of a reasonable person, carried hidden from the detection and view of another person either upon or about the person, in a purse or other container belonging to the person, or in a vehicle which is operated by the person or in which the person is riding as a passenger.

"Council" means the appointed members of the Council on Law Enforcement Education and Training, as defined in Title 70 O.S., Section 331 I.

"Curriculum" means the collective, written documentation of the material content of a training course, or any particular phase of training prescribed by the Act, minimally consisting of course objectives, student objectives, lesson plans, training aids, and examinations.

"Director" means the Director of the Council on Law Enforcement Education and Training, or his designated agent.

"Exemption certificate" means a document issued by a registered and approved SDA Firearms Instructor indicating the instructor has accepted documentation from an applicant of previous firearms training for all or part of the training requirements necessary for licensing pursuant to the Act.

"Instructor assistant" means a person who assists with training under the supervision of an SDA Approved Firearms Instructor, but is limited in areas of instruction or participation.

11OSB11 means the Oklahoma State Bureau of Investigation.

"Person" means any corporation, company, association, operation, firm, partnership, institution, trust, or other form of business association, as well as a natural person.

"Pistol" or handgun means any derringer, revolver, or semi-automatic firearm which:

(A) has an overall barrel or barrels length of less than sixteen (16) inches.

(B) Is capable of discharging ~~a projectile~~ single or multiple projectiles from a single round of ammunition composed of any material which may reasonably be expected to be able to cause a lethal injury,

(C) ~~is designed to~~ can be held and fired by the use of ~~a single hand~~ one or both hands, and

(D) uses ~~either gunpowder, has or any means of rocket propulsion~~ a combustible propellant charge to discharge propel the projectile or projectiles.

"Registration Certificate" means the instructor registration certificate issued by the OSBI.

"Registered Instructor" means a person who has been approved by CLEET and registered with the OSBI to conduct SDA firearms training.

"Qualification" means familiarization with safety rules, loading and unloading a firearm, as it relates to firearms training for individuals to carry a concealed weapon.

"SDA" means the Oklahoma Self-Defense Act.

11S DA firearm instructor" means a person who directly facilitates learning through means of lecture, group participation, practical exercise, or other means, where there is a direct student-teacher relationship and who has been approved by CLEET and registered by the OSBI.

"SDA firearm instructor approval certificate" means a document issued by CLEET under the provisions of the Act, permitting the holder to conduct a firearms safety and training course approved by CLEET.

"SDA firearms training" means the training course established and approved by CLEET for approved and registered instructors to train individuals to qualify for a concealed handgun license.

"Training course" means a complete course of instruction required to qualify for a license or certificate under the provisions of the Act.

"Unconcealed handgun" or open carry means a loaded or unloaded pistol or handgun carried upon the person in a ~~belt or shoulder~~ holster ~~that is wholly or partially~~ where the firearm is visible; or carried upon the person ~~in using~~ a scabbard, a sling or case designed for carrying firearms, ~~that is wholly or partially visible~~.

SUBCHAPTER 9. TRAINING STANDARDS AND REQUIREMENTS

390:40-9-2. Firearms training, instructors, instructor assistants

(a) Instructors approved by CLEET to conduct training related to the weapon permit shall do so in accordance with the Act and all applicable rules set forth in this subchapter.

(b) CLEET shall establish the course content, curriculum, and provide a copy of the curriculum to all approved firearms instructors.

(1) The curriculum for the firearms safety and training course shall include instruction on the following:

- (A) Pistol handling, safety and storage
- (B) Dynamics of ammunition and firing
- (C) Methods or positions for firing a pistol
- (D) Information about the criminal provisions of the Oklahoma law relating to firearms
- (E) Requirements of the Oklahoma Self-Defense Act as it relates to the applicant
- (F) Self-defense and the use of appropriate force

(2) The course content shall include the following:

- (A) A safety inspection of the firearm to be used by the applicant in the training course
- (B) A practice shooting session
- {C} A familiarization course

(c) Instructors shall adhere to the curriculum as published or revised by CLEET.

(d) The number of hours of training and fees shall be determined as set forth in 21 O.S. 1290.1 et seq.

(e) Prior to conducting SDA firearms training, SDA instructors shall submit a completed Intent to Conduct Training Notification Form to CLEET; not less than seventy-two (72) hours in advance of each eight hour training course conducted.

(f) Training conducted by any instructor without the prior notice to CLEET may be considered null and void, and not in compliance with the provisions of this Act, or these rules and regulations.

(g) Instructors must possess a current SDA Firearm Instructor Approval Certificate and be registered by the OSBI.

(h) Instructor Assistants may be utilized under the direction and responsibility of the SDA Firearm Instructor.

(1) The SDA Firearm Instructor will be responsible for the actions of the instructor assistant.

(2) An approved SDA Firearm Instructor must be present during all phases of training.

(3) Instructor Assistants may be used only in the following areas:

(A) line safety on the range, but not firearms instruction;

(B) logistical support, moving targets, distributing ammunition, administering first-aid, etc.

(C) inspection of firearms if the individual has completed an armorer's course;

(D) legal portion of training if the individual is a licensed attorney by the Supreme Court of Oklahoma.

390:40-9-4. Training exemptions

~~(a) The applicant shall present proof of training to be considered for exemption for all or part of the training requirements to an approved SDA Firearms Instructor.~~

(a) Proof of training must be within the guidelines established in Section 1290.15 of Title 21 of the Oklahoma Statutes. NRA Pistol Instructor training is recognized by CLEET to qualify for an exemption.

~~(e) The instructor shall issue a certificate of training exemption to each applicant whose proof of exemption of training is within these guidelines. The instructor may charge a fee for the exemption certificate in accordance with Section 1290.15 of Title 21 of the Oklahoma Statutes.~~

(b) The instructor shall maintain on file, a copy of the documents presented as proof of training with a copy of the certificate of training exemption for inspection by CLEET personnel.

390:40-9-5. Attendance and administrative requirements

(a) Approved SDA Firearm Instructors shall submit an Intent to Conduct Training Notification form to CLEET not less than seventy-two (72) hours in advance of each eight hour training course conducted

(b) Changes in dates or locations must be reported to CLEET prior to conducting training.

(c) In accordance with 21 O.S. 1290.1 et seq, students are required to complete the required firearms safety and training course within an eight-hour period. Students must attend the entire course. Tardiness and absenteeism will not be permitted.

(d) The student shall make a score of 70% or above on the written firearms safety test. Those individuals who make below the minimum score will not attend the range activities of the training and will be considered to have failed the course.

(e) The approved SDA Firearm Instructor shall keep on file for an indefinite period of time, a roster of each training class, the safety test score of each individual, the caliber, and type of each individual's weapon and whether or not each individual successfully completed the training course.

~~(f) Individuals who are exempt from the firing range segment of training will be required to attend the classroom portion which contain the legal, home safety and storage segments.~~

~~(g) The instructors class records will be subject to inspection by CLEET personnel.~~

(f) The instructors class records will be subject to inspection by CLEET personnel.

390:40-9-6. Certificates

(a) Immediately upon successful completion of training, the SDA Firearm Instructor shall issue certificates of completion to each student.

(b) The certificate of completion shall indicate the portion of training completed.

~~(c) The SDA Firearm Instructor shall issue a certificate of exemption on the prescribed CLEET form for all or part of the training requirements immediately upon acceptance of the documents.~~

CHAPTER 45. RETIRED PEACE OFFICER FIREARMS PERMIT

390:45-1-3. Definitions

The following words or terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Act" means the Oklahoma Firearms Act Title 21 O.S., Section 1289.8. and applicable sections of the Oklahoma Self-Defense Act Title 21 O.S., Sections 1290.1 et seq.

"Applicant" means a person applying for a retired peace officer's firearms permit under the provisions of the Act.

"CLEET" means the Council on Law Enforcement Education and Training, and its administrative officers and personnel.

"Council" means the appointed members of the Council on Law Enforcement Education and Training, as defined in Title 70 O.S., Section 3311.

11Director11 means the Director of the Council on Law Enforcement Education and Training, or his designated agent.

"Firearm" means a loaded or unloaded pistol carried upon or about the person, in a purse or other container belonging to the person, or in a vehicle which is operated by the person or in which the person is riding as a passenger.

"Peace Officer" means any peace officer as defined in 21 O.S. Section 99, and who is authorized to carry a firearm in the performance of official duties. The term does not include auxiliary, private security, private investigators or military police.

"Pistol" or handgun means any derringer, revolver, or semi-automatic firearm which:

(A) has an overall barrel or barrels length of less than sixteen(16) inches.

(B) Is capable of discharging ~~a projectile~~ single or multiple projectiles from a single round of ammunition composed of any material which may reasonably be expected to be able to cause a lethal injury,

(C) ~~is designed to~~ can be held and fired by the use of ~~a single hand~~ one or both hands, and

(D) uses ~~either gunpowder, has or any means of rocket propulsion~~ a combustible propellant charge to discharge propel the projectile or projectiles.

"Retired" means any fire marshal inspector, state, county, or municipal peace officer of this state or any federal law enforcement officer who meets the criteria and definition in 21 O.S. Section 1289.8.

11SDA" means the Oklahoma Self-Defense Act.

"State" means the State of Oklahoma.

