



State of Oklahoma
Council on Law Enforcement Education and
Training

Promissory Note Guidelines

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Council on Law Enforcement Education and Training (CLEET)

Promissory Note Guidelines

INTRODUCTION

In accordance with Title 70 O.S. § 3311.11, beginning November 1, 2009, any person who is employed as a peace officer within the State of Oklahoma and who is scheduled to attend the basic law enforcement certification academy conducted by Council on Law Enforcement Education and Training (CLEET) shall, upon employment and prior to CLEET admission, be required to execute a promissory note payable to CLEET for reimbursement of training expenses. The promissory note is a promise to reimburse CLEET for the cost of training expenses if the Peace officer leaves the law enforcement profession in Oklahoma within four (4) years of graduating from CLEET basic academy.

For purposes of this document, the Promissory Note discussed above will be referred to as the "Note."

GUIDELINES

This statute applies only to law enforcement personnel or peace officers attending the basic law enforcement certification class at the State of Oklahoma Law Enforcement Training Center in Ada, Oklahoma.

This is an agreement between CLEET and the individual signing this Promissory Note. Under no circumstances shall any city, county or other law enforcement agency be held liable by either CLEET or the individual signing this Promissory Note for any default, breach in terms of conditions, or payment due under this Promissory Note.

EXECUTION OF THE NOTE

Prior to admission, all Applicants must sign (or execute) the Note payable to CLEET for reimbursement of training expenses. Any Peace officer who leaves the law enforcement profession in Oklahoma within four (4) years of graduating from CLEET basic academy will be required to reimburse CLEET for the cost of training expenses.

Any applicant who attends the basic academy at CLEET after November 1, 2009 will be required to sign the note. All employing agencies should ensure that potential hires are aware of this requirement. CLEET recommends that the Note be signed before an individual is hired by a law enforcement agency. However, CLEET only requires that the Note be signed before the person attends CLEET basic academy in Ada, Oklahoma.

Any applicant who fails to sign the Note will not be admitted into the basic academy. As proof of compliance, Applicants will be required to furnish CLEET with an original, signed Note prior to attending the Academy.

TOTAL AMOUNT DUE

The Note executed by the Applicant will be in the amount of \$4,380.00. The amount of the note is paid back over time. So, if a Peace officer continues to work in the law enforcement profession in Oklahoma following graduation from CLEET basic academy, the amount on the Note is reduced daily and paid back over time through service as an active Peace officer. After graduation from the basic academy, the Peace officer gets a credit of Three Dollars (US \$3.00) for each day the Peace officer is an active employee of an Oklahoma law enforcement agency.

When a Peace officer receives a credit of \$3.00 per day, for each day of service, the amount of the Note is reduced to zero (\$0.00) by the end of four years. Therefore, by the time a Peace officer fulfills the statutory four (4) year period of law enforcement service in Oklahoma, the Note will equal zero (\$0.00) because the amount has been paid back in full through law enforcement service.

A Peace officer begins to receive the \$3.00 per day credit beginning the first day after graduation from the CLEET basic academy.

A Peace officer will not receive a credit of \$3.00 per day for days the Peace officer is considered 'Inactive' by CLEET. Additionally, it is CLEET's policy that the ninety-day clock, for purposes of seeking re-employment under the promissory note, tolls during time periods where a person is eligible to seek reemployment or is unable or unqualified to be employed as a peace officer.

APPLICABILITY

The law requires that peace officers remain active in Oklahoma law enforcement for four (4) years following graduation from CLEET. This requires that peace officers be employed as a full-time peace officer by an Oklahoma law enforcement agency or a law enforcement agency that has entered into cross-deputization agreement with an Oklahoma law enforcement agency.

If for any reason a Peace officer loses their law enforcement job or leaves the employment of a law enforcement agency, the officer is placed on 'Inactive' status. The Peace officer has ninety (90) days to obtain employment with another approved Oklahoma law enforcement agency before the note is due.

If a Peace officer is not reemployed by another law enforcement agency, the balance of the note is due and payable on demand. The peace officer may request a monthly payment arrangement with CLEET. If satisfactory payments are not made, peace officer certification will be suspended.

If the Peace officer is hired by another law enforcement agency in Oklahoma within ninety (90) days of the date of becoming Inactive, the Peace officer will begin to receive \$3.00 of credit per

day beginning the day the officer begins employment with the new law enforcement agency. The officer will not receive the daily \$3.00 credit during the period the officer was not employed by an Oklahoma law enforcement agency.

In order to repay the amount of the note, a peace officer must serve in a position approved by rules and regulations of CLEET.

INTEREST

No interest shall be charged on the Note except in the event of default. In the event of default, interest shall accrue at the statutory rate, compounded annually, from the date of default.

CANCELLATION OF THE NOTE

The Note may be waived or cancelled by the Director of CLEET only in limited, specific circumstances. Under the statute, the amounts due under the note are canceled if the Peace officer volunteers or is drafted into active military service subsequent to graduation from the basic academy. The Peace officer must provide proof of such military service to qualify for this waiver. The note may also be cancelled if the Director of CLEET determines that such cancellation would be in the best interest of law enforcement.

The decision to waive or cancel a Note is within the sole discretion of the Director acting under the authority of CLEET. All decisions relating to waivers and cancellations are considered Final Agency Decisions of CLEET. The Director may require surrender of any CLEET certification as part of a cancellation of the Note.

CAUSE OF ACTION

A Peace officer's failure to fulfill the obligation under the promissory note or to reimburse CLEET for training expenses under 70 § O.S. 3311.11 shall give rise to a cause of action and suit. CLEET shall commence the suit for and on behalf of the State of Oklahoma for restitution and any and all sums plus interest, costs, and reasonable attorney's fees.

PROMISSORY NOTE

The following is the Promissory Note that will be executed by CLEET pursuant to 70 O.S. § 3311.11.

COUNCIL ON LAW ENFORCEMENT EDUCATION AND TRAINING

PROMISSORY NOTE

Oklahoma law, Section 70 O.S. §3311.11 effective November 1, 2009, requires individuals who attend basic police officer certification training at the State of Oklahoma Peace Officer Training Academy in Ada, Oklahoma, to sign a promissory note that outlines their responsibility to repay the State of Oklahoma for the basic training they receive should they leave the law enforcement profession in Oklahoma prior to completing four years of law enforcement service.

This is an agreement between CLEET and the individual signing this Promissory Note. Under no circumstances shall any city, county or other law enforcement agency be held liable by either CLEET or the individual signing this Promissory Note for any default, breach in terms of conditions, or payment due under this Promissory Note.

For purposes of explanation of the "Promissory Note" the following definitions apply:

1. *A Promissory Note ("the Note") is a written promise to pay a specific amount of money in accordance with the specific terms and conditions stated in the Note.*
2. *The Note is required by Oklahoma law, 70 O.S. § 3311.11, hereafter referred to as Oklahoma Law. (A copy of this law is set out at the end of this document for reference.) The law encourages one to remain in law enforcement in Oklahoma for at least 4 years after graduation and certification as a peace officer.*
3. *Oklahoma law provides that an individual may not enter the CLEET Basic Academy unless they have signed the Note.*
4. *After CLEET graduation, an individual receives a credit of Three Dollars (\$3.00) against the money owed under this Note for each day they are employed in Oklahoma law enforcement. This reduction includes but is not limited to regular days off, vacation, sick time, and holidays. As long as one continues to work in Oklahoma law enforcement, the amount of money due under the Note continues to decrease. (The amount of the note is decreased daily and paid back over time through service as a full time peace officer.) If one works continuously in Oklahoma law enforcement for 4 years after they are certified, they will not owe any money under the Note.*
5. *If one leaves Oklahoma law enforcement before the end of 4 years, they have 90 days to find another job in Oklahoma law enforcement. (They have a 90 day "grace period" to find new employment in Oklahoma law enforcement before the Note is due.) If one*

obtains new employment in Oklahoma law enforcement within 90 days, they will resume repayment on the Note as if there were no interruption in service. One will not receive credit for the time they are not employed in Oklahoma law enforcement, but they will continue to receive credit under the Note on the first day of employment with a new Oklahoma law enforcement agency.

- 6. If one leaves Oklahoma law enforcement before the end of 4 years and is unable to find new employment in Oklahoma law enforcement within 90 days, the Note will be due and one will owe to CLEET the amount left on their Note. For an example, if an individual works one year, and then leaves Oklahoma law enforcement, the individual will owe $\frac{3}{4}$ of the total amount (4 years minus 1 year equals $\frac{3}{4}$ of the 4 years). If it is determined that one owes money under the Note, they will be given an opportunity to enter into a payment plan with CLEET.*
- 7. If one leaves Oklahoma law enforcement before 4 years and does not pay off the money due under the Note nor do they make payments as agreed to in a payment plan, CLEET can file suit in District Court to force the payment due under the Note.*
- 8. If one fails to comply with the terms and conditions of this agreement, the Council on Law Enforcement Education and Training (CLEET) will take action to enforce the Note. This action can include civil court action to collect money due under the Note, and taking action to collect any judgment the Court may make against one for failing to comply with the Note.*
- 9. If one leaves law enforcement they will be charged interest only if they default or fail to make payments as agreed to in the CLEET payment plan. In the event of default, interest shall accrue at the statutory rate, compounded annually, from the date of default.*
- 10. The Director of CLEET has the power to waive the Note if one enters active military service or if there are unusual circumstances which the Director believes are sufficient, and in the best interest of law enforcement. That decision is entirely up to the Director. If the Director decides to waive the Note, the Director may require the individual to surrender his or her certification.*
- 11. The law requires that a Promissory Note contain certain legal, technical language. **You may want to consult with your lawyer before signing this Note.** CLEET cannot give individuals legal advice.*
- 12. In CLEET's Promissory Note, the terms "I" or "me" refer to the person who signs the note. In the law, the person who signs the note is known as the "Maker", so any reference in the Note or in correspondence to "Maker" is a reference to the person who signs the Note.*
- 13. The following paragraphs are the legal, technical part required by the Courts.*

Attachment: Statutory Authority

70 O.S. § 3311.11 (from www.oscn.net):

- A. Beginning November 1, 2009, any person or peace officer who desires to attend a basic law enforcement academy conducted by the Council on Law Enforcement Education and Training (CLEET) shall within ninety (90) days of hire and prior to CLEET admission, be required to score a minimum of seventy percent (70%) on a reading and writing comprehension examination approved and administered by CLEET to assure the applicant can read and write on a level necessary to perform the requirements of the CLEET academy.
- B. Beginning November 1, 2009, any person or peace officer who desires to attend the basic law enforcement academy conducted by CLEET shall, prior to admission, be required to provide proof of a score of a minimum of seventy percent (70%) on a physical agility test approved by CLEET to assure the applicant is in sufficient physical condition to avoid unnecessary injury during the basic law enforcement academy training.
- C. Beginning November 1, 2009, any person or peace officer, upon employment by a law enforcement agency and prior to attending a basic law enforcement academy conducted by CLEET, shall execute a promissory note for academy training expenses payable to CLEET whereby the person or peace officer promises to repay the note by remaining within the law enforcement profession in the State of Oklahoma in a position approved by rules and regulations of CLEET for four (4) years following graduation from the basic law enforcement academy.
- D. The amounts due pursuant to subsection C of this section shall be reduced at a rate of Three Dollars (\$3.00) per calendar day beginning the first day after graduation from the basic law enforcement academy and continuing until the end of one thousand four hundred sixty (1,460) days. If for any reason a peace officer leaves the employment of a law enforcement agency and does not reemploy with an approved law enforcement agency within ninety (90) days of the date of becoming inactive the obligation shall be considered due. Upon default of the note, if no agreement for payment or payment schedule has been agreed upon, the certification of the peace officer shall be suspended. For purposes of repayment, periods of time where a peace officer is inactive shall not be included in the one-thousand-four-hundred-sixty-day employment period.
- E. The amount of a promissory note for academy training expenses that is cancelled under the provisions of this section shall not be considered income for the purposes of Oklahoma State Income Tax.
- F. The Director of CLEET may waive any or all promissory note obligations for academy training expenses in instances where in the sole opinion of the Director, a waiver is in the best interests of law enforcement.
- G. Violation of the provisions of subsection D of this section or the terms of the promissory note for academy training expenses entered into pursuant to this section shall give rise to a cause of action and suit may be commenced by CLEET for and on behalf of the State of Oklahoma for restitution of any and all sums plus interest at the statutory rate, costs and reasonable attorney fees. All promissory notes for academy training expenses, interest and fees collected pursuant to this section shall be deposited into the Peace Officer Revolving Fund provided for in Section 3311.7 of Title 70 of the Oklahoma Statutes. The provisions of this section shall not apply to persons who volunteer or are drafted into active military service subsequent to receiving CLEET training at state expense.