

**COUNCIL ON LAW ENFORCEMENT EDUCATION AND TRAINING
BASIC ACADEMY PROMISSORY NOTE**

This Promissory Note is an agreement between the Council on Law Enforcement Education and Training (CLEET) and the individual executing and uploading this Promissory Note through CLEET's online application portal, who will be referred to as "I" or "Me" or "Maker."

I understand and agree that this Note is executed pursuant to 70 O.S. § 3311.11, and that the provisions of that law govern this Note, and the statute is incorporated by reference. ("Incorporated by reference" is a term that means by referring to the statute in this Note, it is just like the statute was written out in full in this Note.)

I promise to pay to CLEET the sum of Four Thousand Three Hundred Eighty Dollars (US \$4,380.00), together with interest and costs as set out in this Note. I understand that there are provisions for forgiving this Note, or waiving any or all of the terms of this Note, that are set out in detail later in this Note.

I understand and agree that if I do not comply with the terms of the statute and this Note, the entire unpaid principal ("principal" is a word meaning the amount of money due without interest) and accrued interest, if any, shall become immediately due and payable on written demand by CLEET. The amount of interest, if any, will be based on the statutory interest rate (the "statutory interest rate" is determined each year by the Oklahoma State Treasurer under 12 O.S. § 727.1). If any interest is due, it will be compounded on a yearly basis.

I understand and agree that the amount specified above (US \$4,380.00) will be reduced at the rate of Three Dollars (US \$3.00) per calendar day, beginning the first day after graduation and certification and continuing for each day I am employed by a law enforcement agency in Oklahoma. Any time that I am considered "inactive" under the CLEET rules, the amount due will not be reduced by \$3.00 per day.

I understand and agree that if I leave a position with an Oklahoma law enforcement agency, I have 90 days to find another job in Oklahoma law enforcement. For purposes of this Note, I understand "Oklahoma law enforcement" to mean fulltime commissioned service in an Oklahoma municipal, county, or state law enforcement agency or as an officer with a tribal law enforcement agency if such officer is commissioned by an Oklahoma municipal, county, or state law enforcement agency pursuant to a valid cross-deputation agreement. I understand that employment with a tribal law enforcement agency without a valid cross-commission as described above or with a federal law enforcement agency is not considered "Oklahoma law enforcement" for purposes of this Note. If I do not get another job in Oklahoma law enforcement within 90 days, any and all money remaining under this Note is due immediately. I also understand that I may be able to enter into a payment plan with CLEET. The provisions for a payment plan are set out in another part of this Note.

I understand and agree that if it is determined that I owe money under this Note, CLEET and I may agree on a payment plan providing for periodic monthly payments on a specific day of each month, in whatever amount of monthly payment to which CLEET and I may agree (although CLEET may set a minimum payment amount). Any agreement for monthly payments must be in writing and

signed by CLEET and by me. All monthly payments will be first applied to interest (if any is due), and then to principal.

I understand and agree that all payments must be made by a method acceptable to CLEET.

I understand and agree that I can pay off all or part of this Note at any time, and I will not be charged any penalty for paying early. All prepayments shall first be applied to interest (if any is due) and then to principal. I understand that if and when I pay this Note off entirely, I have no further obligation to continue to work in Oklahoma law enforcement.

I understand and agree that all payments due under this Note shall be made at the offices of CLEET, located at 2401 Egypt Road, Ada, Oklahoma. I agree to make payments to another place if CLEET tells me in writing to do so.

I understand and agree that if I default on this Note, that I will pay all costs and expenses incurred by CLEET in enforcing the terms and conditions of this Note and/or collecting any monies owed by me to CLEET as a result of my default. I understand that this might include, but is not limited to, all reasonable attorney fees and court costs as permitted by law, and may include reasonable charges from a collection agency, and interest.

I understand and agree that if I fail to make any payment due under this Note, or if I violate any condition relating to this Note or the law, or if I file bankruptcy, or if someone files an involuntary petition in bankruptcy or receivership and that petition is not vacated within thirty (30) days, the entire balance of this Note and interest (if any is due) shall be immediately due and payable to CLEET.

I understand and agree that the terms of this Note cannot be changed or waived unless there is a written agreement signed by CLEET and by me.

I understand and agree that CLEET may waive the money due under this Note, or any of the terms of the Note, pursuant to 70 O.S. § 3311.11 if I volunteer or I am drafted into active military service, or in unusual instances where, in the sole opinion of the Director of CLEET, waiving the money due, or any of the terms of this Note, is in the best interest of law enforcement.

I understand and agree that any decision to waive the money due under this Note, or any of the terms of the Note, is up to the Director, and the Director's decision is final. Any such decision of the Director shall be considered a Final Agency Action of CLEET. If the Director waives any amount due under this Note, I understand that the Director may require me to surrender my peace officer certification.

I understand and agree that if I want CLEET to waive the money due under this Note, or any of the terms of the Note, for any reason, I must make my request in writing and that the request must be delivered to CLEET at 2401 Egypt Road, Ada, Oklahoma, 74820, unless or until I receive written notification that a different address should be used for correspondence.

I agree to waive notice and presentment (“notice and presentment” is a term for a formal process of informing you that you owe money under the Note and that it is due). I agree that CLEET can notify me that I owe money under this Note or send any other correspondence related to this Note by mailing such notice to my address then currently on file with CLEET. CLEET may also communicate with me through my email address then currently on file with CLEET but any formal legal notices will be delivered by U.S. Postal Service.

I understand and agree that if a court determines that any portion of this Note is not enforceable under the law, all other provisions of this Note shall still be in full force and effect.

I understand and agree that if there is a dispute about what law governs this Note, all the terms and conditions of this Note shall be interpreted under the laws of the State of Oklahoma. I agree that if CLEET has to file suit to enforce this Note that the suit can be filed at CLEET’s discretion in either Oklahoma County District Court or Pontotoc County District Court and that jurisdiction and venue (“jurisdiction and venue” is a term meaning which court should consider and decide a lawsuit) are correct in either Oklahoma County or Pontotoc County. I also agree that no other court will have jurisdiction over this matter.

I understand and agree that I am signing this Note under penalty of perjury under the laws of Oklahoma and that doing so has the same effect as if signed before a Notary Public. I further understand that I will be uploading a digital copy of this signed note through CLEET’s online application portal and I agree that a copy of the signed Note will have the same validity and effect as the original.

Signature

Printed Name

Date