

CLEET BAPD – NSU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between The City of Broken Arrow or Broken Arrow Police Department (“BAPD” herein referred to as “CITY”) and Northeastern State University, (“NSU”), collectively the “Parties”.

The purpose of this MOU is to express the understanding and arrangements between the Parties. The common objective of the Parties is to certify Broken Arrow Police Academy training experience for academic credit for students (hereinafter “Student” or “Students”) enrolled in the NSU academic program at Police Academy; and

WHEREAS, CITY wishes to recruit students from diverse higher education institutions for Broken Arrow Police Department and NSU wishes to provide its students with the opportunity to receive academic credit for training experience with Broken Arrow Police Academy; and

WHEREAS, both parties agree that it will be mutually beneficial for BAPD or CITY and NSU to enter into this arrangement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and other promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

Rights and Responsibilities of BAPD or CITY

- A. BAPD / CITY shall provide NSU with details of its established curriculum and training which is used to prepare cadets for employment as peace officers. CITY agrees that it will require CLEET certification and qualification for a City-issued commission card prior to employment. BAPD/CITY will provide notice to NSU of any changes to curriculum or training as necessary while this MOU is effective.
- B. BAPD / CITY will allow qualified Students to be admitted to Broken Arrow Police Academy prior to completing a Bachelor’s degree while they are simultaneously enrolled in the NSU academic program to earn their degree.
- C. BAPD / CITY will require potential Students to pass a background check and other testing procedures before being admitted to Broken Arrow Police Academy. BAPD / CITY will require Students to maintain physical fitness standards, meet regularly with a Broken Arrow Police Department recruiter/mentor, and maintain their eligibility to work on the Broken Arrow police force while admitted.
- D. BAPD / CITY will provide Students admitted to the Broken Arrow Police Academy with reasonable use of its facilities as are necessary to provide training and instruction.
- E. Dependent on Student’s satisfactory completion of Broken Arrow Police Academy training program and completion of BAPD / CITY’s degree requirements for employment, BAPD / CITY will matriculate and employ Student as a peace officer

with City's police department. BAPD / CITY will have no obligation to employ Student if they fail to successfully complete Broken Arrow Police Academy training or fail to meet the BAPD / CITY's degree requirements for employment.

Rights and Responsibilities of [NORTHEASTERN STATE UNIVERSITY; NSU]

- A. NSU agrees to certify the Broken Arrow Police Academy training program for 27 academic credit hours after successful completion of the BAPD Academy, receipt of a CLEET certification, and receipt of a BAPD commission card.
- B. Upon meeting admission requirements, NSU will allow Students to be admitted to CITY's Broken Arrow Police Academy while simultaneously enrolled in the NSU academic program.
- C. Upon notification by BAPD / CITY of Student's satisfactory completion of CITY's Broken Arrow Police Academy program, NSU will award Student with these agreed-upon academic credit hours referenced in 2A
- D. NSU will advertise Broken Arrow Police Academy and potential employment with CITY to its Students.

Term and Termination/Withdrawal

This MOU shall remain in force until such time as all parties agree to terminate the agreement, which may be done only by written notice or agreement. This MOU may be amended from time to time only by mutual written agreement of the parties. Any amendments will become part of this MOU as attachments.

Either party may terminate the agreement upon (60) days prior written notice to the other party provided that no termination shall be effective until completion of the semester currently in progress at the time the (60) days' notice is given.

Legal Relationship of the Participants

The relationship among all participating parties in the effort described in this MOU is not that of partners or joint ventures and nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among them or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of another party, or bind another party in any manner.

NSU understands and agrees that all BAPD Academy curriculum and training will be exclusively created and controlled by BAPD / CITY. Both Parties acknowledge and agree that Student's acceptance into Broken Arrow Police Academy and employment with Broken Arrow Police Department is conditional upon Student's successful completion of all Broken Arrow Police Academy training and CITY's degree requirements.

Acknowledgements

As the authorized representative for my organization, I have read this Memorandum of Understanding. I agree that the MOU accurately describes the roles of the parties and that the MOU constitutes the sole agreement amongst the parties with respect to the terms contained herein.

IN WITNESS WHEREOF, the parties have entered into this MOU at Tulsa, Oklahoma, on the ____ day of _____, to be effective _____, 2023.

NORTHEASTERN STATE UNIVERSITY (NSU)

By: _____

Printed Name: _____

Title: _____

Attest: _____

City of Broken Arrow, OKLAHOMA

By: _____

Mayor

Attest:

City Clerk

Approved as to Form:



Assistant City Attorney