

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE CITY UNIVERSITY OF NEW YORK AND  
THE NEW YORK CITY DEPARTMENT OF CORRECTION**

This Memorandum of Understanding (the "MOU" or "Agreement") is executed this 21<sup>st</sup> day of October 2016, between the City of New York (the "City"), a municipal corporation of the State of New York acting through the New York City Department of Correction ("DOC"), with main offices at 75-20 Astoria Boulevard, East Elmhurst, NY 11370, and the City University of New York (the "University"), acting on behalf of John Jay College of Criminal Justice, (the "College"), with main offices at 524 West 59th Street, New York, NY 10019 (with the DOC and the University or College being referred to herein as a "Party" and collectively as "Parties"):

WHEREAS, the DOC wishes to retain the College to provide an undergraduate cadet corps cadet training pipeline program and a Captain training program, a preparation module for the Captains examination, and a program of additional development and mentoring for alumni of these programs; and

WHEREAS, all references to any of the following shall be deemed to include the other: the "College", and the "University"; and

WHEREAS, the College has the requisite experience and expertise to provide the required services and is willing to perform the services for the DOC under the terms and conditions set forth herein.

Now, the parties hereto agree as follows:

**1. Period of Performance**

The term of this Agreement shall be from October 2016 to August 2019, unless sooner terminated or extended in accordance with the provisions of this Agreement.

**2. College Responsibilities**

The College will design, deliver and assess, in consultation with DOC, the following four programs: (1) an undergraduate cadet corps for a cohort of 25 new students in the first year and 100 in the second year, and 150 thereafter; (2) a Captains training program for up to 50 correction officers beginning in fall 2017 and expanding to a program size of 100 in fall 2018 which includes an Advanced Certificate option that accelerates their readiness for this leadership position within the DOC, (3) a preparation module for the Captains exam and, (4) additional development and mentoring for alumni of either program. See Exhibit One for scope of work.

The College will recruit for the Cadet Corps a cohort of 25 seniors in fall 2016; one cohort of 75 juniors and 25 seniors for the fall of 2017; and one cohort of 75 juniors in fall 2018. These juniors will join an existing cohort of 75 seniors in the fall 2018.

The College will hire staff according to the budget established in Exhibit Two to support the programs. This includes the Faculty Director, the Program Manager, the Cadet Program Coordinator, the Assessment Specialist/Student Advisor, and the Captains Training Coordinator/Student Advisor. Staff will support all DOC programs offered at John Jay.

### 3. Reporting Requirements

For the term of this agreement, the College will submit monthly documentation of services performed during the preceding month, including attendance for each of the cohort meetings, or classes and number of sessions offered and any other scheduled activities; monthly reports will be submitted on a mutually agreed upon day of the month and recur every month. DOC and John Jay will agree on alternate days when the default submission day is not feasible e.g. holidays.

The monthly program reports will include the following supporting information:

1. Participant attendance;
2. Stipends disbursed, broken down by student (cadets);
3. Number of sessions offered;
4. Number of sessions that were cancelled by John Jay and a brief explanation for each cancellation;
5. Number of sessions that were cancelled by DOC and a brief explanation for the each cancellation;
6. Number of participants who completed each module, broken down by student;
7. Number of certificates issued, broken down by student;
8. Number of hours worked, broken down by staff member, and cost per staff member;
9. Supplies purchased, broken down by item, and cost;

The College will provide admissions criteria for all the programs and the academic calendar to the DOC. It will develop materials to describe the programs to facilitate recruitment. It will disburse all educational stipends. The College will work collaboratively with DOC on all aspects of program scheduling, assessment and design. The College will recruit for the Cadet Corps program. The College will provide assessments of the Cadet Corps program and the Captains Training program to the DOC within 60 days of the programs' completion (projected completion by end of spring semester 2019). The Cadet Corps program will launch in fall 2016 and the Captains Training program will launch in fall 2017. The College will conduct regular assessments of both programs according to the assessment plan developed by its faculty. The College will share results of the assessments of both programs with the DOC yearly and as requested by DOC. The academic program described in Exhibit One will be enhanced by additional activities specifically developed for the cohort. Guest speakers, team-building exercises and programs, networking events, career planning activities, specialized tutoring and success coaching, and mentoring from DOC professionals will complement the academic courses.

### 4. DOC Responsibilities

The DOC will work collaboratively with the College in the development of the programs. The DOC will participate in scheduling decisions and consultation about curriculum and co-curricular events. The DOC will recruit qualified applicants for the Captains Training program in accordance with the College's admission schedule. The DOC will designate a liaison for both programs. The DOC will provide information to facilitate scheduling and supervision of Cadet Corps internships. The DOC will disburse payment to cadets for their internship hours. Appropriately ranked DOC staff will participate in select program events. The DOC will develop the work agreement for Cadet Corps graduates.

## 5. Terms of Payment

The City of New York agrees to pay the College for program management, curriculum and course development, etc.; tuition and fees for Correction Officers in the Captain Training Program; and up to \$5,000 per semester for students enrolled in the Cadet Corps program for a maximum amount of \$792,000 in year one, \$2,079,800 in year two, and \$2,814,200 in year 3. Actual amounts will vary based on enrollment. These funds will be used exclusively for expenditures incurred in connection with this MOU, and any unexpended funds will be returned to the City of New York within 60 days of the termination of this Agreement.

## 6. John Jay College Marks

The DOC shall not use any of John Jay College's or the City University of New York's logos or trademarks in any manner without the prior written approval of John Jay College or City University of New York, as applicable.

## 7. Proprietary Rights

The parties agree that all curriculum, assessments, analyses, plans, documents, data, drawings, artwork, computer software, files, deliverables and all other materials used for teaching and administrative purposes under this agreement in any form, including electronic and written, created by the College shall remain the property of the College except that DOC and the City of New York shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such materials for City governmental purposes. All materials created and provided by the DOC will remain property of the DOC.

## 8. Disclaimer

The College assumes no responsibility for errors or omissions in the content of curriculum. The DOC acknowledges that the programs will not prevent harm, casualties or loss of property or life at the worksites of the participants. The College shall not be liable for any special, indirect, incidental or consequential damages which may result from the programs.

## 9. Modification

This Agreement may only be modified by written instrument executed by both parties hereto. Should cost increase for tuition, fees, supplies, etc., the College retains the right to submit budget modification(s) to DOC for review to continue delivery of services beyond the initial budget.

## 10. Termination and Extension

The parties may at any time enter into an amendment to the Agreement on mutually agreeable terms extending the terms of this Agreement, either to complete the services set forth above or to add or subtract services beyond the scope of work (see Exhibit 1).

## 11. Publicity

Neither Party to this Agreement will knowingly make any press release, publicity or advertising regarding the relationship set forth in this Agreement or knowingly name the other party or its

staff, without the prior written consent of the other party, such consent not to be unreasonably withheld.

#### 12. Indemnification

Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, The City University of New York shall hold the City, its officers, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of The City University of New York or of its officers or employees when acting within the course and scope of their respective employment or failure to comply with the provisions of this Agreement or of the Laws.

#### 13. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

#### 14. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other.

#### 15. Notices; Captions

All notices shall be sent by registered or certified mail or by national overnight courier service to the parties at their respective addresses that follow their signature blocks below, or to such other address as a party may designate by written notice to the other. As used herein, "day" or "days" shall mean calendar days unless otherwise expressly provided. The captions used herein are for convenience only and shall not in any manner be deemed to vary any of the terms hereof.

#### 16. Entire Agreement

This MOU represents the entire understanding and agreement of the parties with respect to the subject matter hereof and any other purported written and/or verbal agreement shall be null and void except as provided for above in "Modification". The attached Appendix A "General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services" and the attached Security Requirements for Contractors on Rikers Island and Borough Facilities are incorporated and made a part of this MOU, with the exception of the following provisions of Appendix A: Section 2.04 (VENDEX), Article 7 (Insurance), Section 8.03 (Indemnification), Section 8.04 (Infringement Indemnification), Section 8.05 (Indemnification Obligations Not Limited by Insurance Obligation), Affirmation (p. 46), Certificates of Insurance (p. 47), and Certification by Insurance Broker or Agent (p. 48).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and the year set forth below.

For:

For:

New York City Department of Correction

The City University of New York On behalf of John Jay College of Criminal Justice

By:

Name: Joseph Ponte  
Title: Commissioner

By:

Name: Frederick P. Schraffer Jane Severin  
Title: General Counsel and Senior VC for  
Acting Legal Affairs

Date:

2-6-17  
Department of Correction  
75-20 Astoria Boulevard  
East Elmhurst, NY 11370

Date:

1/30/17  
CUNY  
Office of the General Counsel  
205 East 42nd Street  
New York, NY 10017

Approved As To Form

John Maguire  
The City University of New York  
Office of the General Counsel

Date: 1/30/17

