

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK CITY POLICE DEPARTMENT AND THE NEW YORK CITY DEPARTMENT OF PROBATION FOR NYPD METHODS OF INSTRUCTION COURSE

This Memorandum of Understanding (MOU) is between the City of New York, acting by and through the New York City Police Department ("NYPD") with offices at One Police Plaza, New York, New York, 10038, and the New York City Department of Probation ("Probation") with offices at 33 Beaver Street, New York, New York, 10004, to provide NYPD Methods of Instruction Course training ("MOI Course") for one (1) Probation employee.

WHEREAS, Probation has requested that the NYPD permit one (1) Probation employee to attend the NYPD MOI Course to obtain the certification necessary to provide Probation officers with required training.

WHEREAS, The NYPD has agreed to permit one (1) Probation employee to attend the NYPD MOI Course to obtain the certification necessary to provide Probation officers with required training.

NOW, THEREFORE, the parties agree to the terms which follow:

TERM:

This agreement shall become effective immediately upon the execution by both parties. It shall remain in effect until it is terminated by either or both parties.

TRAINING SESSIONS:

NYPD Police Academy instructors will conduct the MOI Course for one (1) Probation employee. This course is held on eleven training days with a total of seventy seven (77) training hours. The dates for the training sessions will be exclusively decided by the NYPD. Probation employees will be permitted to attend this course as seats become available. All training will be held at the NYPD Police Academy. Those Probation employees who do not meet and maintain the NYPD Police Academy's standards for the MOI Course shall not be considered to have successfully completed the training sessions and may be terminated from the MOI Course at any time. Decisions on whether a Probation employee has satisfactorily completed the NYPD Police Academy's MOI Course training sessions shall be at the sole discretion of NYPD personnel.

INDEMNIFICATION:

The Parties agree that the City of New York is the indemnification agent for both agencies.

ACKNOWLEDGMENT:

Probation acknowledges that a complete background check has been conducted for each Probation employee who will be enrolled in the FIC training, and that each Probation employee has passed the background check and has been approved by the Probation for law enforcement training.

The NYPD and Probation acknowledge that the FIC training is approved by the New York State Division of Criminal Justice Services. The parties also acknowledge that the Course is limited in scope and is not intended to train participants to assume full police/law enforcement duties. The Course is not a substitute for a complete police/law enforcement training course such as the training given to New York City Police Department recruits.

CONTACTS FOR THIS MOU:

NYPD: Chief of Training
New York City Police Department
One Police Plaza
New York, NY 10038

Probation: Director of Training
New York City Department of Probation
33 Beaver Street
New York, NY 10004

RECORDS TO BE MAINTAINED BY THE NYPD:

The NYPD shall retain all training records of Probation personnel and provide copies to Probation upon request.

CONTROL OF NYPD PERSONNEL:

All NYPD personnel who participate in and administer the training shall remain under the supervision and control of the NYPD.

AMENDMENTS:

Any amendments to this agreement must be in writing and signed by both of the parties.

TERMINATION:

This agreement may be terminated by either party upon 30 days written notice to the other party.
This MOU shall not be modified orally.


NEW YORK CITY POLICE DEPARTMENT



JAMES P. O'NEILL
Police Commissioner

Date: 8/19/19

NEW YORK CITY DEPARTMENT OF PROBATION



Name: Shauna Weinberg
Title: Associate General Counsel

Date: 10/8/19