

State of New York  
Offices of the Inspector General



Investigation of The  
City University of New York  
John Jay College

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Robyn Adair  
Acting Inspector General

## EXECUTIVE SUMMARY

In June 2017, John Jay College of Criminal Justice (John Jay College), a college of The City University of New York (CUNY), reported to the Inspector General that an internal audit had uncovered possible overpayments to two drivers of Jeremy Travis, then the president of the college.

The Inspector General conducted an investigation that found John Jay College utilized funds from the Research Foundation of CUNY (RFCUNY) to circumvent restrictions in New York State Civil Service Law limiting salaries to New York State public service retirees who subsequently return to State public service employment while drawing a pension. Specifically, the investigation found that Travis hired two drivers at salaries in excess of the annual statutory limit on State salaries for public service retirees of \$30,000 and utilized RFCUNY funds to pay the portion of their salaries that exceeded this cap.<sup>1</sup> After more than a decade of service to the president, the drivers' annual salaries were far in excess of the statutory cap, with one driver earning an annual salary of more than \$81,000 and the other, more than \$87,000. During this same period, the drivers, both retired New York City Police Department (NYPD) police officers, also received their pensions.

The investigation also found that John Jay College and its Office of Human Resources devised a complicated payment structure to effectuate this dual funding source system, which was improperly followed by the drivers under the negligent oversight of their supervisors. In addition, the investigation found that John Jay College mistitled the drivers during the period of their employment as "mail messengers," "continuing education teachers," "administrative assistants," and "research associates," despite the fact that none of the titles accurately depicted the drivers' duties and responsibilities. Lastly, the investigation found Travis misused his driving services to transport his wife to and from her place of business and inappropriately used a college petty cash fund to pay for his daily coffee and newspapers.

During this investigation, both drivers retired from CUNY service. In August 2017, Travis left his position as president of John Jay College. Although the findings of this investigation revealed no intentional wrongdoing by the president's drivers, the Inspector

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<sup>1</sup> This \$30,000 cap was increased in December 2019 to \$35,000.

General recommends that CUNY evaluate the status of funds paid to the drivers from CUNY or RFCUNY sources.

In response to the Inspector General’s report and findings, CUNY issued new guidelines on the re-employment of retired public employees. The guidelines, which emphasize that “the clear intent of [New York State Civil Service Law] is to restrict the circumstances in which an individual can simultaneously receive both a salary and a pension from New York State or New York City public service,” place limitations on the earnings of certain retired public employees returning to CUNY employment and the granting of waivers for salaries exceeding statutory thresholds.

The Inspector General recommends that CUNY and RFCUNY ensure that established time and attendance procedures are followed and the earning and using of leave accruals in both the CUNY and RFCUNY systems accurately reported.

## INTRODUCTION AND BACKGROUND

John Jay College of Criminal Justice (John Jay College) is one of eleven senior colleges of The City University of New York (CUNY), America’s largest public urban university. Located in Manhattan just west of Lincoln Center, the college describes itself as “the preeminent international leader in educating for justice in its many dimensions.”<sup>2</sup> Founded in 1964, it has a student body of over 15,000 and an academic staff of approximately 1,300.

CUNY compensates its employees using tax levy funds and non-tax levy funds. Tax levy funds are largely derived from New York State tax revenue appropriations but also include funds from the federal government and New York City. CUNY’s non-tax levy funds come from a wide variety of sources, including four different tax-exempt entities: auxiliary enterprise corporations, college associations, college foundations, and the Research Foundation of CUNY (RFCUNY). RFCUNY is a private, not-for-profit educational corporation created to manage private and government-sponsored programs at CUNY. RFCUNY manages funds used to support sponsored programs and indirect cost recoveries—the reimbursement of costs incurred by a college to maintain its facilities and equipment and to provide operational support. In doing so, RFCUNY may fund salaries of individuals working at CUNY in whole or in part.

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<sup>2</sup> John Jay official website: <http://www.jjay.cuny.edu/about-john-jay>

Pursuant to New York State Civil Service Law section 150 and New York City Charter section 1117, retired State or local employees may not be rehired by the State or a political subdivision and receive pension benefits while employed. However, New York State Retirement and Social Security Law sections 211 and 212 authorizes public service retirees of New York State or its political subdivisions to earn up to \$30,000 annually from other subsequent New York State public service employment while drawing a pension. Earnings are not limited in the year the retiree reaches age 65 and thereafter. If a retiree returns to work for a public employer and earns more than \$30,000 annually, their pension will be suspended unless the retiree is granted a “Section 211 Waiver.” Prospective employers must request and receive approval of employment from the appropriate agency—here, the Board of Trustees of The City University of New York—for this waiver.

In November 2016, the Inspector General released an Interim Report as a result of a request from William C. Thompson, Jr., Chairperson of the CUNY Board of Trustees, that the Inspector General conduct a comprehensive investigation into a number of matters at CUNY.<sup>3</sup> These matters included the use of CUNY foundation funds; the relationship between CUNY’s colleges and their affiliated foundations and potential conflicts of interest; CUNY procurement policies; the hiring, expenses, and retention of consultants at CUNY; conflicts of interest at CUNY; and “all of the administrative and financial oversight and controls and best practices . . . with respect to all of the college foundations, alumni associations or other affiliated entities.” Chairperson Thompson’s request surfaced in the wake of the publication of alleged misconduct and fiscal mismanagement by a past president of City College of New York.

In February 2017, in response to findings and recommendations in the Interim Report regarding supplemental salaries for City College of New York executives, the CUNY Office of Human Resources requested that all CUNY colleges compile lists of employees who had been compensated from both tax levy and non-tax levy funds. John Jay College compiled the requested information and presented the results to the president of the college at the time, Jeremy Travis. President Travis noted that the salaries of his two drivers were higher than anticipated and requested the college conduct an audit to determine the basis for these salary payments. At

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<sup>3</sup> See, Investigation of The City University of New York Interim Report, <https://ig.ny.gov/sites/default/files/pdfs/CUNYInterim.pdf>

the conclusion of its audit, John Jay College forwarded the audit results to the Inspector General pursuant to its reporting obligations under Article 4-A of New York State Executive Law.

THE INSPECTOR GENERAL'S INVESTIGATION FOUND THAT JOHN JAY COLLEGE CIRCUMVENTED NEW YORK STATE LAW IN THE PAYMENT OF SALARIES FOR THE DRIVERS OF COLLEGE PRESIDENT JEREMY TRAVIS

**John Jay College's Hiring of Drivers for the College President**

Jeremy Travis was appointed president of John Jay College on August 16, 2004. Travis restructured the office of the president when he took over from his predecessor and hired a staff of approximately six to assist him, including a chief of staff who managed the office and an executive assistant who maintained Travis's schedule. Two drivers assigned to the previous president left shortly after Travis arrived. Travis then found himself without a driver and determined he needed to fill this position.

In February 2005, Travis hired a retired New York City Police Department (NYPD) police officer as his full-time driver at a salary of \$68,000. The driver's proposed schedule was Monday through Friday, from 8:00 a.m. to 6:30 p.m. Approximately one year later, Travis realized that the driver's workdays were longer than expected and consequently the driver was working too many hours. Additionally, Travis decided that it would be helpful to have a backup driver for days when his primary driver was absent on sick or vacation leave. Therefore, in April 2006, Travis hired a second driver, also a retired NYPD police officer, at an annual salary of \$43,000. The second driver was scheduled to work Thursdays and Fridays, and the first driver's schedule was reduced to Mondays through Wednesdays, while his salary remained the same.

John Jay College created a complex structure to pay the first driver the salary he had been promised. Indeed, according to John Jay College's audit, the first driver's compensation arrangement was "complicated."<sup>4</sup> Several factors contributed to this complex arrangement. Most importantly, as a retired NYPD police officer, the first driver could earn only \$30,000 per year in tax levy funds under the terms of his pension. Therefore, to reach the negotiated salary figure of \$68,000, and to ostensibly avoid violating the terms of his pension, John Jay College arranged for the first driver to be paid by the RFCUNY for any hours beyond the standard 35-hour work week, which would be paid with non-tax levy funds. The first driver was put on a tax levy line with a designated salary of \$32,000. John Jay College assumed that the first driver's

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<sup>4</sup> Letter to President Travis dated July 20, 2017 from Donald J. Gray, detailing audit results, at p. 1

hours would be from approximately 8:00 a.m. to 6:30 p.m. The first driver's tax levy title would cover the hours from 8:00 am to 4:00 pm; the RFCUNY salary would cover the remaining 2.5 hours at a rate of \$53.00 per hour.

When the first driver reached the \$30,000 cap with tax levy funds, which was typically in December, he would be placed on leave from CUNY and paid the remainder of his salary from RFCUNY funds. These end-of-the-year payments from RFCUNY would be in addition to the RFCUNY payments that the first driver received throughout the year. Together, these two funding sources would total approximately \$68,000 annually at the time the first driver began employment at CUNY.

The salary arrangement John Jay College constructed for the second driver was similarly complicated. The second driver was hired on a part-time tax levy line at a salary of \$43,000, with an hourly rate of \$35. The second driver, also a retired NYPD police officer, had the same tax levy earning constraints as the first driver based upon his pension status, so John Jay College again factored this into the payment arrangement to purportedly avoid violating the terms of his pension. The second driver was instructed by John Jay College's Office of Human Resources to list only 32 hours of tax levy work on his biweekly time and attendance reporting, and all hours beyond that were to be paid by RFCUNY. If he did not report more than 32 hours, the second driver would not exceed his tax levy salary before the end of the year.

### **John Jay College's Audit of the President's Drivers' Salaries**

Donald J. Gray, then executive director of John Jay College's Office of Human Resources, conducted the college's audit into the drivers' salaries. By the time John Jay College audited the drivers' salaries in 2017, their salaries had increased: the first driver's 2016 salary was in excess of \$87,000 and the second driver's salary was more than \$81,000, well over the \$68,000 and \$43,000 salaries agreed to initially.<sup>5</sup>

John Jay College's audit found that this increased compensation was based, in part, upon "naturally occurring changes in the employment relationship," such as Travis's longer workday. The audit also concluded that other factors had resulted in the overcompensation of the drivers, including "systemic factors" and the "absence of administrative control and review."<sup>6</sup>

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<sup>5</sup> Audit Letter by Gray, p. 2.

<sup>6</sup> *Ibid*, p. 4.

<b>PAYMENTS TO DRIVERS</b>		
<b>Year</b>	<b>1st Driver</b>	<b>2nd Driver</b>
2009	\$67,200.00	\$51,867.00
2010	\$72,860.00	\$46,839.00
2011	\$77,000.00	\$46,677.00
2012	\$78,793.00	\$57,337.00
2013	\$80,627.00	\$64,353.00
2014	\$81,437.00	\$65,962.00
2015	\$88,411.00	\$67,014.00
2016	\$87,263.00	\$81,811.00

While John Jay College did not find that the drivers engaged in any “intentional attempt to defraud the college,” it nonetheless recommended requesting reimbursement of “overpayments” from the drivers.<sup>7</sup> Both drivers submitted resignations in May 2017 and cooperated with John Jay College’s investigation and audit process.<sup>8</sup> Travis resigned from his position as president of John Jay College effective August 1, 2017. Karol Mason, John Jay College’s new president, took office in August 2017.

**John Jay College Established a Payment Structure that was Excessively Complicated and Virtually Impossible to Monitor**

Dual Funding Source Structure Created by John Jay College’s Office of Human Resources to Circumvent New York State Civil Service Law

At the time the first driver was hired, Gray was the executive director of John Jay College’s Office of Human Resources. Gray, who has been employed by John Jay College for approximately 35 years, now serves as its labor designee and college ethics officer. He testified to the Inspector General that in 2005, Mayra Nieves, who served as the college’s chief of staff from 2005 through 2011, advised him that Travis was interviewing candidates to be his driver. According to Nieves, Travis wanted to hire a retired NYPD police officer and inquired about the

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<sup>7</sup> *Ibid.*

<sup>8</sup> CUNY advised it would not seek reimbursement from the drivers for any overpayments pending the outcome of this investigation and consultation with the Inspector General.

options the college had for paying a driver, given the fact that there was a “cap” on the salary that a retired police officer could earn.

New York State Civil Service Law section 150 and New York City Charter section 1117 require the suspension of a pension received by a retiree from a retirement system of the State or a political subdivision if that retiree receives any compensation from post retirement public service with New York State or a political subdivision. The clear intent of the law and charter is to restrict the circumstances in which an individual can simultaneously receive both a salary and a pension from New York. This is critical to avoid any appearance of impropriety or “double-dipping.” Thus, as retired NYPD police officers collecting pensions, both drivers were prohibited from earning more than \$30,000 in tax levy money in any calendar year. Despite this, both were hired at salaries in excess of \$30,000. Because their work at John Jay College qualified as public service, John Jay College directed that any earnings by the drivers over the \$30,000 annual limit were to be funded by a non-tax levy source.

The Inspector General’s investigation found that John Jay College created a payment structure for the drivers to circumvent this law, but testimony of the involved parties conflicted regarding who had directed this action. Gray initially testified to the Inspector General that he proposed the plan to pay a portion of the first driver’s salary with RFCUNY funds. In later testimony to the Inspector General, however, Gray stated that he believed the idea to use RFCUNY funds to pay the first driver’s salary was suggested to him by Nieves, and it was one of several options he presented to Travis. Gray also testified that he confirmed with CUNY’s Central Office that the payment arrangement was proper, but he was unable to provide written documentation to the Inspector General to support this claim.

Nieves testified differently, stating it was Gray who proposed the plan to use RFCUNY funds to pay some of the first driver’s salary and that, in fact, it was presented as the “only choice.” Nieves further testified that it was not her idea to pay the drivers’ salaries using RFCUNY funds, she had never arranged for the payment of any CUNY salaries at that time using RFCUNY funds, and she did not even know for what purposes RFCUNY funds were authorized to be used.

Similarly, Gray and Nieves disagree on who decided to pay the second driver using two funding sources. The second driver also was to be paid \$30,000 via tax levy money, with the remainder coming from RFCUNY funds. While Nieves testified that Gray determined the



second driver's payment arrangement, Gray testified that he could not recall who had made this decision. Given this testimony, the Inspector General is unable to determine who introduced the idea of having two funding sources for the drivers, but ultimately, the idea was presented to and approved by Travis.

Procedures for Filing of Timesheets Were Unworkable and No Controls Were Established to Verify Their Accuracy

The Inspector General found that once the dual funding source arrangement was put in place, John Jay College exercised little to no financial oversight over it. Because the drivers' salaries came from two sources, they had to file timesheets with two systems: The John Jay College tax levy system and the RFCUNY non-tax levy system. Significantly, the timekeeping and payroll systems of John Jay College and RFCUNY operate independently of one another. Each uses a different method for recording time, attendance, and leave, and for accruing and using leave credits. However, no one at John Jay College specifically tasked an employee with monitoring the accuracy of the drivers' time and attendance as reflected on their timesheets.

Although as a matter of practice the drivers worked directly for the president, no employee was officially designated as the drivers' supervisor. The president and his daily schedule dictated what time the drivers started and ended their workdays, which on most days was when they picked up and dropped off the president at his residence. Yet, the president was not responsible for reviewing or approving either driver's timesheet. When asked about whose responsibility it was, Travis testified, "It's sort of not my job," and that he had only recently learned that the arrangement created was "quite inefficiently cumbersome and even at the approval stage, not optimally designed to ensure it was being done thoughtfully."

Instead, the chief of staff, who worked in the office of the president and only sporadically saw the drivers, signed the drivers' CUNY and RFCUNY timesheets. Nieves, the chief of staff when the drivers first began working at John Jay College, testified that Gray instructed her to sign both drivers' timesheets despite the fact that there was no way for her to know the actual hours they worked on any given day. As the CUNY timesheets only required the drivers to report when they used sick or vacation leave accruals, Nieves testified, she did not have a major issue with the tax levy timesheets. Despite this testimony, Nieves was unaware if the drivers were accurately recording their leave on the CUNY timesheets.

In addition to signing the CUNY timesheets, Nieves was responsible for signing the drivers' RFCUNY timesheets, which were much more difficult to monitor. The drivers, who were both paid hourly by RFCUNY, were required to print out the biweekly RFCUNY timesheets, complete them manually, and submit them to Nieves for approval. These timesheets were then submitted to John Jay College's Office of Sponsored Programs to process, as this office served as the liaison for RFCUNY. However, there were several issues with this arrangement. First, Nieves had no way to know what time the drivers started and ended their day, since their schedule varied based on the president's daily agenda. While she could compare their timesheets against the president's calendar, the calendar was only a rough estimate of the president's schedule. Additionally, there were no sign-in or sign-out sheets to document their time. Further complicating matters was the fact that Travis never "specifically" told Nieves of his expectations regarding her reviewing and approving the drivers' timesheets. Moreover, she never attended any of the periodic trainings offered by RFCUNY on how to use RFCUNY's time and attendance system.

Even though RFCUNY required timesheets to be submitted electronically beginning in July 2002, John Jay College permitted the drivers to submit paper timesheets when they started working at John Jay College in 2005 and 2006, respectively. Employees at the Office of Sponsored Programs then input the information from the paper timesheets into RFCUNY's electronic format. It was not until October 2011 that the Office of Sponsored Programs finally refused to accept paper timesheets from the drivers and required that timesheets be submitted directly and electronically to RFCUNY.

Around this same time, Rulisa Galloway-Perry, who had worked in the president's office for years, became the chief of staff. According to Nieves, she "assumed" Galloway-Perry understood that in her capacity as chief of staff she was responsible for approving the drivers' timesheets because the two had worked "side by side for a few years" and Galloway-Perry processed the drivers' timesheets when Nieves was not in the office. Nieves, however, testified to the Inspector General that she provided no written or verbal training to Galloway-Perry regarding this task and "doubted" that Galloway-Perry received any formal training. Although Galloway-Perry approved the drivers' timesheets, she testified that she did not believe she was required to review the timesheets for accuracy; she thought that was done by the Office of Sponsored Programs. Galloway-Perry also testified that she did not think of herself as the

drivers' supervisor because they reported directly to the president and because she had no way of knowing what hours they actually worked.

Travis testified that he never explicitly informed Galloway-Perry that she was the drivers' supervisor and responsible for reviewing and approving their timesheets. Yet, on June 15, 2017, after John Jay College's audit of the drivers' salaries made clear that no one had been reviewing the drivers' hours or timesheets, Travis wrote Galloway-Perry a "letter of guidance." A John Jay College letter of guidance is disciplinary in nature and would become part of Galloway-Perry's personnel file for three years. Travis testified that Gray drafted the letter, and Travis issued it, even though he had never made Galloway-Perry aware of this responsibility and her job description does not include the reviewing and approving of timesheets.

#### RFCUNY's Prepopulating of Timesheets Caused Confusion and Error

One specific feature of RFCUNY's electronic timesheets caused confusion for the drivers and anyone who might be attempting to monitor their time and attendance. RFCUNY's timesheets reflect the hours an employee is scheduled to work by "prepopulating" the scheduled hours on the timesheet. As a result, if an employee's schedule changes, the employee has to access the electronic timesheet and adjust the prepopulated hours. However, the drivers had never completed electronic timesheets prior to 2011 and testified to their extreme confusion regarding the prepopulating of hours on their RFCUNY timesheets. Moreover, Galloway-Perry had neither completed RFCUNY electronic timesheets before nor attended training on the correct way to complete or approve them. Indeed, Galloway-Perry did not appear to even know that the timekeeping system prepopulated hours for employees. Consequently, all involved in the process testified they were uncertain about how to amend the prepopulated timesheets and submit accurate timesheets.

Additionally, the hours that are prepopulated on an RFCUNY employee's electronic timesheet were derived from the employees' Personnel Action Form. Personnel Action Forms are usually completed when an employee is hired and when there is a change in their employment. These forms indicate the employee's name, title, supervisor, and hours. In the case of the drivers, Susy (Mendes) Cullen, the director of the Office of Sponsored Programs, testified that no one in the office of the president ever completed Personnel Action Forms for either of the drivers. Therefore, the Office of Sponsored Programs estimated the days and hours the drivers worked for RFCUNY, leading to inaccurate electronic timesheets for the drivers.

The second driver's schedule also presented issues with respect to the electronic RFCUNY timesheets. Since the second driver worked Thursdays and Fridays, he would often complete his timesheet the following week because he would not know what time his workday would be over until he brought the president home at the end of the day on Friday. Because RFCUNY timesheets were submitted on Mondays, on many occasions Galloway-Perry entered the RFCUNY system and approved the incorrect prepopulated timesheet for the second driver, not realizing he had not yet completed it. In addition, according to the second driver's testimony, he drove the president to numerous university functions and events during weekends. Unaware that he could submit timesheets for weekend hours, the second driver never did so and, as a result, never got paid for them.

Another matter that mainly affected the first driver was that, unlike the second driver, he would reach his \$30,000 tax levy cap before the end of each year. This necessitated the completion of a Personnel Action Form that would place him on leave from John Jay College so that he would be exclusively on RFCUNY's payroll. Yet, no one took responsibility for this process. In fact, when Gray was asked about this gap, he said, "I don't think anyone was ever designated as that person. I think it was sloppy. I think there was a lot of assumptions that went on." While such responsibility should have fallen with either the president's office or the Office of Human Resources, neither seemed to be aware of when this needed to occur. Thus, it fell to the first driver to go to the Office of Human Resources and request an employee there complete his Personnel Action Form so he would not exceed the \$30,000 tax levy salary limit.

A further complicating feature of John Jay College's payment arrangement for the drivers was that they were instructed by Cullen not to report more than nineteen hours each week on their RFCUNY timesheets. This weekly limit was imposed because the president's office wanted the drivers to remain at a part-time rate to curtail their earning higher fringe benefits. In fact, Cullen testified that if the drivers listed too many hours, RFCUNY would question whether these hours were accurate. Cullen also testified to the Inspector General that on several occasions, John Jay College advised RFCUNY to pay the drivers for hours either worked or to be worked because the college was unable to pay them. However, given the nineteen-hour limit, the drivers could not report these hours on the same days that they had worked. The drivers therefore inaccurately represented the actual hours they had worked on their RFCUNY timesheets. Interestingly, Nieves testified that she was not aware of any limits to the number of hours the first driver could enter on his RFCUNY timesheet.

Testimony to the Inspector General also revealed that both drivers were under the mistaken impression that if they did not use their RFCUNY sick and annual leave accruals during a given year, they would lose them. According to the drivers, Galloway-Perry had advised them of this; Galloway-Perry denied ever having such a conversation. In fact, RFCUNY policy required the payout of accrued annual leave at the end of each year. Instead, both drivers testified that they entered unused annual and sick leave accruals on their RFCUNY timesheets when they were not actually absent for personal purposes or sickness, respectively, to ensure that they were credited for this time.<sup>9</sup> Both drivers testified that Galloway-Perry and Nieves were aware that they were using their accruals in this manner—Galloway-Perry and Nieves denied this under oath. While RFCUNY policy would have required that the drivers be paid for accrued and unused annual leave, their misuse of sick leave accruals is inappropriate.

Of note, there existed no mechanism in the system to correct the drivers' erroneous understanding that they would lose their leave accruals if they did not use them. Cullen testified that any RFCUNY memoranda explaining the use of annual and sick leave accruals, which are sent to the RFCUNY employee general population, probably would not have been sent to the drivers. Cullen also testified that she did not think the drivers ever understood the two systems. She stated, "I don't think they ever really grasped the whole picture. I don't think that most people did." Nieves, for her part, testified that at least as to the first driver, she had "no understanding" of how he accrued or could use his RFCUNY annual sick leave.

Unfortunately, no one at John Jay College noticed the hours the drivers were claiming on their RFCUNY timesheets, and these additional hours led to an increase in the drivers' annual salaries. In fact, by 2016, the last full year the drivers worked, the first driver's salary had increased over 28 percent from the salary that had been agreed upon with Travis, and the second driver's increased by 90 percent. These increases were caused, in part, by the drivers not only reporting they had used annual and sick leave on days they were not scheduled to work, but also by one driver filling in for the other and working long shifts.

Notably, several witnesses testified that Travis worked nonstop. As a result, the drivers worked many more hours than had been anticipated when they were hired. Not one of the

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<sup>9</sup> For example, the first driver testified that as a result of his misunderstanding of the policy, vacation days indicated on his timesheet may have been marked on incorrect days, making it appear as though he was taking a vacation day on a day he was not scheduled to work.

witnesses testified that they believed the drivers did not work the hours they claimed to have worked.

#### Job Titles for the Drivers Were Inaccurate

Testimony to the Inspector General revealed another deficiency in John Jay College's hiring of the drivers: John Jay College assigned both employees inaccurate job titles. Even though the first driver's main duty from morning until night was to drive the college president, he was hired as a "mail messenger." Gray testified that this was done because there was no driver title and certain other titles were not available because the first driver did not have a college degree. Gray also believed there were enough duties listed under the mail messenger title that made it applicable in that the first driver was not only to drive the president, but deliver packages, among other administrative duties.

Even though both Gray and Travis acknowledged Gray was responsible for selecting this title, Gray testified that he was not "comfortable with it" and, in retrospect, does not believe it was an appropriate title to use. However, without it, it was understood that the president would not have been able to hire a retired NYPD police officer who lacked a college degree. Most surprising about the list of duties for the mail messenger job description is that it does not include driving, the first driver's primary responsibility.

The second driver's title was even more difficult to justify. Like the first driver, the second driver's main responsibility was to drive Travis. John Jay College, however, assigned to the second driver the job title "continuing education teacher." According to Travis, the title is "not as restrictive as the words would suggest." Travis claimed that the title is used throughout John Jay College—and throughout CUNY—for employees who perform many duties other than teaching. Travis testified, "[I]t's not a teacher title, if that's what you call that. It's a nickname." Gray reiterated Travis's statements, saying that it was a title "used loosely" around CUNY for those that were teaching or had related duties, although he admitted John Jay College "stretched" what could be considered related duties in this instance. As for who came up with the title for the second driver, Gray testified it would have had to come from someone in the Office of Human Resources, which he headed, while Travis said Gray or someone working with him came up with the title.

The drivers had inaccurate titles not only in the tax levy system, but also in the RFCUNY system. In the RFCUNY system, the drivers were given the titles of "administrative assistants"

or “research associates.” The titles were used by RFCUNY interchangeably over the period of the drivers’ employment. None of the titles assigned to the drivers accurately depicted the drivers’ duties and responsibilities. None should have been used for the drivers.

### **President Travis’s Insistence on Hiring Retired NYPD Police Officers**

Shortly after assuming his position, Travis expressed interest in hiring a retired police officer as his driver. Travis cited several factors for his decision, including that “cops know the city” and the criminal justice system, and “knew what it meant to be the driver of the president of John Jay College.” Travis testified to the Inspector General that because he “thought of his car as his mobile office” and conducted business there, he also needed someone he could trust to be “discreet.” He stated that it was important to him that he could freely speak in the car, without having to worry about the driver hearing the conversations.

Before deciding to hire a retired police officer, Travis interviewed livery service drivers, but felt they were not the “caliber” for which he was looking. Travis testified he wanted someone that had “a sophistication about things and about the world.” It was then that he decided only a retired police officer would possess the qualities he was looking for. Travis further explained, “I spent a lot of time with government officials. And we would communicate with the police commissioner, the DA, people of City Hall, correction commissioner, representing me. And it’s, I think in reality, sometimes retired cops can get through bureaucracy as well and help with those functions. Either the networking or just their representation. And I knew they would represent me as well.”

The president’s insistence on hiring retired NYPD police officers started a decade of problems, including the circumvention of New York State Civil Service Law to avoid paying the drivers more than \$30,000 annually in tax levy funds and the mistitling of their positions, among other issues.

### **Travis Misused His Driving Services to Transport His Wife and Inappropriately Used Petty Cash for Daily Coffee and Newspapers**

When Travis was hired in 2004, he resided in CUNY housing located on the Upper East Side of Manhattan. Every workday, one of Travis’s drivers would commute from his private residence to Manhattan in his personal vehicle, pick up the president’s assigned CUNY vehicle from a private parking garage located near Travis’ residence, and leave his personal vehicle in the garage. When Travis moved to Brooklyn in 2008, the parking arrangement remained the

same—a driver would park his personal car in a parking garage near the president’s residence and pick up the CUNY vehicle from the same garage. Both parking spaces were paid for by John Jay College; the average cost for the past several fiscal years was over \$9,000 per year.

During Travis’ tenure as president of John Jay College, his wife, who was not a CUNY employee, also worked in Manhattan. Travis testified to the Inspector General that on occasion, he instructed the drivers to pick up and transport his wife—at first from her job at a private university in Manhattan, and later from her subsequent employment with the NYPD or from their home—to CUNY-related functions she was attending with him. He referred to this as “fairly traditional practice within the university,” where “spouses attend and spouses are driven there by the drivers of presidents or the officials at the university.”

The investigation also found that the drivers chauffeured Travis’s wife on occasions other than to CUNY-related functions. Travis testified to the Inspector General that after his move to Brooklyn, he would sometimes “pass by” his wife’s place of business in downtown Manhattan on his way to and from John Jay College. If their “schedules aligned,” Travis said, he would have his drivers take his wife to work in the morning and drive her home in the afternoon. Travis stated that he did not see anything wrong with this practice.

CUNY’s Vehicle Use Policy, which addresses the use and operation of its vehicles and is updated periodically, was amended to include restrictions on transporting passengers who are not CUNY employees. The vehicle policy in effect during most of Travis’s tenure did not contain such language. CUNY’s current vehicle policy, however, which went into effect in June 2017, states, “University vehicles should not be used to transport passengers unless they are: (i) University personnel engaged in official business or (ii) non-University personnel engaged in official business with University personnel. Picking up or dropping off friends or family members at their place of employment or school in a University vehicle—regardless of their status as University personnel—is strictly forbidden.”<sup>10</sup>

John Jay College’s current president, Karol Mason, does not have a driver or a CUNY vehicle specifically assigned to her.

In addition, testimony to the Inspector General revealed that while using the CUNY vehicle, Travis took advantage of the petty cash available to him as president of a public

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<sup>10</sup> CUNY Vehicle Use Policy, (E)4, approved by the CUNY Board of Trustees on June 26, 2017



university. When the drivers picked up Travis each morning, Travis instructed them to have for him a Starbucks coffee and four daily newspapers: The New York Times, The Wall Street Journal, the New York Daily News, and the New York Post. Rather than subscribe to these newspapers at a reduced subscription rate, these items were purchased using money from a petty cash fund set up specifically for this purpose. On average these expenses totaled approximately \$300 per month.

## FINDINGS AND RECOMMENDATIONS

The Inspector General's investigation found that John Jay College utilized RFCUNY funds to circumvent restrictions in New York State Civil Service Law limiting salaries to New York State public service retirees who subsequently return to State public service employment while drawing a pension.<sup>11</sup> Specifically, the investigation found that former John Jay College President Jeremy Travis hired two drivers at salaries in excess of the annual statutory \$30,000 limit on State salaries and utilized RFCUNY funds to pay the portion of their salaries that exceeded this cap. After more than a decade of service to the president, the drivers' salaries were far in excess of the statutory cap, with one driver earning an annual salary of more than \$81,000 and the second, more than \$87,000. This action was contrary to the clear intent of New York State Civil Service Law, which is to restrict the circumstances in which an individual can simultaneously receive both a salary and a pension from New York, and to avoid any appearance of impropriety or "double-dipping."

The investigation also found that John Jay College and its Office of Human Resources devised an excessively complicated payment structure to effectuate this dual-funding-source system, which was improperly executed by the drivers under the negligent oversight of their supervisors. In addition, the investigation found that John Jay College mistitled the drivers during the period of their employment as "mail messengers," "continuing education teachers," "administrative assistants," and "research associates," despite the fact that none of the titles accurately depicted the drivers' duties and responsibilities. Lastly, the investigation found Travis misused his driving services to transport his wife to and from her place of business and he inappropriately used a college petty cash fund to pay for his daily coffee and newspapers.

The investigation further found that CUNY and RFCUNY used job titles that inaccurately depicted employees' duties and responsibilities. This was evident with CUNY's

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<sup>11</sup> See, New York State Civil Service Law § 150 and Retirement and Social Security Law §§ 211 and 212.

misuse of the title “continuing education teacher” and “mail messenger” with the president’s drivers. CUNY advised that following the discovery of the issues outlined in this investigation, John Jay College verifies that all job titles match the job’s duties and responsibilities. Additionally, John Jay College reviewed the actual duties and responsibilities of employees holding the titles “continuing education teacher” and “mail messenger” and found that in each case the title is accurate.

During this investigation, both drivers retired from CUNY service. In August 2017, Travis left his position as president of John Jay College. Although the findings of this investigation revealed no intentional wrongdoing by the president’s drivers, the Inspector General recommends that CUNY evaluate the status of funds paid to the drivers from CUNY or RFCUNY sources.

Given these findings, the Inspector General recommended to CUNY and John Jay College that they discontinue utilizing RFCUNY funds to supplement State salaries to circumvent New York State Civil Service Law restrictions on State salary limits. In response, CUNY adopted guidelines on the re-employment of retired public employees. These guidelines are discussed in further detail below.

The Inspector General recommends that CUNY and RFCUNY ensure that established time and attendance procedures are followed and the earning and using of leave accruals in both the CUNY and RFCUNY systems accurately reported.

#### CUNY’S RESPONSE TO THE INSPECTOR GENERAL’S REPORT AND FINDINGS

After being apprised of the findings of this investigation, the CUNY Board of Trustees approved policy changes to include the adoption of guidelines on the re-employment of retired public employees. The new policy, approved by the Board on October 29, 2018, reads in part:

Any retiree who is under the age of 65 and returning to active service will require a 211 waiver unless his/her annual income will be under \$30,000. CUNY retirees who return to CUNY – even with a waiver – will have their earnings limited . . . . Non-CUNY retirees who join CUNY will not be subject to the earnings limitation but will still require a waiver.

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The Board of Trustees of the City University of New York may grant waivers under Section 211 for retired public employees to be employed in positions in the classified or unclassified service. . . Certain criteria must, however, be met in order to grant a waiver under the statute.

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**The clear intent of the law is to restrict the circumstances in which an individual can simultaneously receive both a salary and a pension from New York State or New York City public service.** Thus, it is incumbent upon all CUNY units to ensure that requests for Section 211 waivers are limited to those cases where no other alternative (such as hiring a new employee or training an existing employee) is available [emphasis original].

CUNY policy further requires that approval of 211 waivers rests with the CUNY Board of Trustees.