



OEIG Investigation No.: 22-03077
Subject(s) Name(s): Deborah Riley

Investigative Summary Report Publication

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The Ethics Act also requires the Commission to redact, or remove, some information from investigative summary reports before publishing them. 5 ILCS 430/20-52(b). The Commission must redact information that may reveal the identity of witnesses, complainants, or informants or where the Commission determines that redaction is appropriate to protect the identity of a person. The Ethics Act permits the Commission, in its discretion, to redact other information it does not believe should be made public.

Before the Commission publishes a redacted report, it sends the report with the proposed redactions to the subject(s), the Executive Inspector General, and the Office of the Attorney General to review the proposed redactions, offer suggested redactions, and/or provide a response to be published with the report. 5 ILCS 430/20-52(b). The subject has an opportunity to provide a response to the report. If the report is published, the subject's response may be published as well. If the Executive Inspector General finds reasonable cause to believe that the subject(s) violated the Ethics Act's prohibition against sexual harassment, the Commission also sends the report with proposed redactions to the complainant for review and an opportunity to provide a response. 5 ILCS 430/20-63(b)(7).

Investigative Summary Report Publication Considerations

The Commission exercises its investigative summary report publication responsibilities only after thoughtful consideration. While the Ethics Act allows a subject to submit a response to be published with the report, it does not allow a subject to request a hearing before the Commission regarding the contents of a report. By publishing the following redacted report, the Commission neither makes nor adopts any arguments, allegations, determinations of fact, or conclusions of law relating to the subject or any other individual or entity referenced therein.

If you have questions about the content of the report, please contact the Executive Inspector General for the Agencies of the Illinois Governor. For enquiries about the Commission's publication process, please email eec@Illinois.gov or visit eec.illinois.gov for additional information.

Office of Executive Inspector General for the
Agencies of the Illinois Governor

Investigation Case No. 22-03077



I. ALLEGATION AND BACKGROUND

On December 13, 2022, the OEIG received a complaint alleging that Illinois Department of Children and Family Services (DCFS) employee Deborah Riley performed work at the [Bank 1] ([Bank 1] or Bank)¹ on State time.

The OEIG obtained Ms. Riley's DCFS personnel file which reflected that Ms. Riley began working full-time at DCFS in the Office of Legal Services on November 16, 2022, as a Senior Regional Counsel, based in the Urbana office.² Ms. Riley's work duties included representing DCFS in hearings, appearing in court, interviewing witnesses, evaluating cases, serving as the liaison to the Attorney General's Office, and serving as the legal advisor to the Regional Administrator and State's Attorney's Offices. According to the Illinois Attorney Registration and Disciplinary Committee records, Ms. Riley is an attorney who was admitted to practice law in Illinois in 2002.³

II. SUMMARY OF INVESTIGATION

A. Ms. Riley's Reporting of Secondary Employment to DCFS

DCFS administrative rules require employees engaged in any secondary employment to notify their supervisor, in writing, of the secondary employment and that employees not permit the secondary employment to interfere with their official duties.⁴ Documents reflect that on November 16, 2022, Ms. Riley emailed her supervisor, DCFS Assistant Deputy General Counsel [DCFS Employee 1], disclosing that she (Ms. Riley) was a member of the [Bank 1] Board and also worked "part-time on weekends" at the [Bank 1] on a temporary basis until the Bank found a permanent replacement for her previous position of Bank President. [DCFS Employee 1] replied to Ms. Riley and copied the DCFS Ethics Officer on the email asking Ms. Riley to send the Ethics Officer a summary of her roles in those positions. The Ethics Officer then emailed Ms. Riley requesting that she email answers to questions he listed on both her DCFS and secondary employment to a DCFS Conflict of Interest Committee email address. On November 22, 2022, Ms. Riley emailed her responses to the Ethics Officer's questions, including that her titles/positions at the Bank were, "Board of Directors (advisory & decision making) & Part-time Employee," her general work responsibilities were, "Advisory Board member; treasurer duties as well as loan processing," and her work hours and work location were "Board meets once a month generally and work on weekends" with the [Bank 1] address.

¹ According to public information and witnesses interviewed by the OEIG, the [Bank 1] was acquired by the Land of Lincoln Credit Union in November 2023.

² The position titles listed in this final report are the titles that individuals held at the times most relevant to this investigation. Ms. Riley's DCFS personnel file included an Acknowledgement and Understanding form dated November 16, 2022, reflecting that Ms. Riley was responsible for reviewing and abiding by the DCFS Employee Handbook, including future revisions, and that a violation of these rules may result in disciplinary action. During an OEIG interview, Ms. Riley admitted signing the Acknowledgement and Understanding form.

³ <https://www.iardc.org/Lawyer/PrintableDetails/14863aa3-a964-eb11-b810-000d3a9f4eeb?searchIncludedFormerNames=False&includeFormerNames=False>.

⁴ 89 Ill. Admin. Code 437.40(c).

On December 5, 2022, the DCFS Ethics Officer emailed Ms. Riley, copying [DCFS Employee 1], that the DCFS Conflict of Interest Committee reviewed her secondary employment for the [Bank 1] as a Board member and employee and determined that there would not be a conflict of interest with her DCFS position provided that Ms. Riley adhered to certain caveats, including that:

- any secondary employment duties should take place outside of her DCFS working hours;
- State time and State resources (computer, email, telephone, telefax, or telecopier) must not be used in furtherance of any secondary employment; and
- any work or duties associated with the secondary employment during her DCFS work hours must use pre-approved benefit time or other approved time off.

Additionally, the Ethics Officer listed in the email specific DCFS administrative rules pertaining to secondary employment, including that an employee shall not permit secondary employment to interfere with his or her official duties at DCFS.⁵

B. Ms. Riley’s DCFS Timekeeping and Personnel Records

The DCFS Employee Handbook provides that each full-time employee is accountable for a 37.5 hour work week and a 7.5 hour work day unless prior approval has been granted for “Flextime.”⁶ The basic work schedule for DCFS employees is 8:30 a.m. to 5:00 p.m., Monday through Friday, with a one-hour unpaid lunch period that is to be taken at the approximate mid-point of an employee’s workday, but may vary depending on the need for an office to maintain staff coverage.⁷ Employees working a standard five-day work schedule receive two 15-minute breaks each workday, one during the first half and one during the second half of the workday, and employees are not permitted to accumulate break and/or lunch periods for the purpose of using this time at the beginning, end, or any time during the workday.

The OEIG obtained Ms. Riley’s DCFS timekeeping records from November 16, 2022, when she began her DCFS employment, through June 30, 2023. Ms. Riley’s timesheets reflected that her work shift was 8:30 a.m. to 5:00 p.m., Monday through Friday. On days she worked in the office, her starting and ending times of 8:30 a.m. to 5:00 p.m. were listed, and on days that she worked away from the office (“WA”), the total hours of “7:30” were listed.⁸ Ms. Riley’s timesheets do not reflect the times she took her lunch or breaks. Each timesheet was signed by Ms. Riley⁹ and with the exception of one, all of the timesheets were signed in the name of her supervisor [DCFS Employee 1]. There is no record of Ms. Riley requesting or using any benefit time from November 16, 2022 through June 30, 2023. In response to a request from the OEIG for documentation pertaining to remote work that was provided to Ms. Riley, DCFS responded that there was none.¹⁰

⁵ 89 Ill. Adm. Code 437.40(c).

⁶ DCFS Employee Handbook, 2.1. Daily Time, (A) Attendance.

⁷ DCFS Employee Handbook, 2.2, Work Schedules; DCFS Employee Handbook, 3.4.

⁸ During her OEIG interview, Ms. Riley’s supervisor [DCFS Employee 1] confirmed that when Ms. Riley reported “7:30” and “WA” in the work away column on her timesheet, Ms. Riley was working remotely from 8:30 a.m. to 5:00 p.m.

⁹ During her OEIG interview, Ms. Riley confirmed her signatures on these timesheets.

¹⁰ The OEIG also requested DCFS’s remote work policies. In response, DCFS provided a Memorandum of Understanding pertaining to bargaining unit employees. Ms. Riley’s position at DCFS is a non-union position.

Ms. Riley's DCFS timesheets reflected that her days working away from the office varied each week. Supplemental reports dated December 1, 2022 through June 30, 2023 that were submitted to [DCFS Employee 1] by Ms. Riley very generally described the work Ms. Riley performed and her work locations on days that Ms. Riley worked away from the Urbana DCFS office. These supplemental reports reflected the specific locations of the other DCFS offices and the court houses from which Ms. Riley worked but any other locations were only listed as, "[w]ork remote." Ms. Riley's supplemental reports were consistent with her DCFS timesheets in reflecting the days she worked away from the Urbana DCFS office.

On October 26, 2023, the OEIG interviewed [DCFS Employee 1], who said she had supervised Ms. Riley since Ms. Riley began working at DCFS in November 2022. [DCFS Employee 1] said that Ms. Riley was not permitted to flex her schedule but could work additional hours and receive earned equivalent time.¹¹ [DCFS Employee 1] said that Ms. Riley is permitted to work remotely for up to five days of each 10-day pay period and must be in court or work in a DCFS office the other five days, including at least one day per week at her headquarters, the DCFS Urbana office. She said that Ms. Riley was assigned a State laptop when she began her DCFS employment and then a State cell phone in December 2022 or January 2023. [DCFS Employee 1] said she maintained contact with Ms. Riley through phone calls and team meetings and that Ms. Riley provided her with the supplemental reports for the days she worked away from her headquartered office that listed the work she performed. [DCFS Employee 1] stated that she had not had any issues with Ms. Riley's productivity, timely completion of work assignments, or responsiveness.

[DCFS Employee 1] said that she informed Ms. Riley that when working remotely, she needed to work from a location where she could keep her work confidential and no one else could see or hear her work. [DCFS Employee 1] said that as best as she can recall, the remote work requirements were not in writing but she informed Ms. Riley of the conditions in an in-person conversation. [DCFS Employee 1] said that Ms. Riley told her about her secondary employment at the Bank on Ms. Riley's first day working for DCFS, and she told Ms. Riley to send her an email message about the secondary employment. [DCFS Employee 1] said that she recalled the December 5, 2022 email described above reflecting that the Conflict of Interest Committee approved Ms. Riley's secondary employment at the Bank. She said that it was her understanding from that email that Ms. Riley was not permitted to work for the Bank during DCFS working hours of 8:30 a.m. to 5:00 p.m. unless pre-approved benefit time or other approved time off was used, exclusive of breaks and lunches.

C. Ms. Riley's Employment at [Bank 1]

The OEIG subpoenaed from the [Bank 1] Ms. Riley's payroll and timekeeping records. A paycheck history report for Ms. Riley for pay dates from November 30, 2022 through May 15, 2023 reflected that Ms. Riley was paid by [Bank 1] approximately every two weeks, and showed the total hours she worked for the Bank during those pay periods. The Bank records, however, did not reflect the number of hours worked each day, or Ms. Riley's start and end times. The OEIG compared Ms. Riley's DCFS timekeeping records with her [Bank 1] records and found the following

¹¹ [DCFS Employee 1] then added that there is also a 15-minute grace period for DCFS employees and explained that the timeframes reported on attendance reports allowed for a 15-minute grace period and the reported times need to be accurate within 15 minutes.

total hours that Ms. Riley reported working at DCFS and the [Bank 1] during the listed time periods.

Timeframes	Total Reported Hours Worked at [Bank 1]	Total Reported Hours Worked at DCFS¹²
November 16 - 30, 2022	70.75	67.5
December 1 - 15, 2022	86	82.5
December 16 - 31, 2022	83.50	75
January 1 - 15, 2023	75	67.5
January 16 - 31, 2023	77	82.5
February 1 - 15, 2023	69.5	75
February 16 - 28, 2023	40.25	60
March 1 - 15, 2023	12	82.5
March 16 - 31, 2023	8.5	90
April 1 - 15, 2023	12	75
April 16 - 30, 2023	3	75
May 1 - 15, 2023	6	82.5

Ms. Riley’s gross pay for her Bank work for the pay dates from November 30, 2022 through May 15, 2023 totaled over \$23,200.

[Bank 1] also produced a log of the dates and times, but not the content, of emails sent from Ms. Riley’s [Bank 1] email account,¹³ and screenshots with the dates and times of text messages, some of which included the message content, sent from Ms. Riley’s personal cell phone to the phone of the then-[Bank 1] President [Bank Employee 1]. The OEIG compared the dates and times of these emails and text messages with the hours Ms. Riley reported working at DCFS and found the following approximate totals during Ms. Riley’s reported State work hours:

- 48 emails were sent from Ms. Riley’s [Bank 1] email account between November 17, 2022 and February 2, 2023, and
- 59 text messages were sent from Ms. Riley’s personal cell phone to [Bank Employee 1]’s phone between November 21, 2022 and June 29, 2023.

Some of the text messages included references to work on Bank matters, including the following sent on days when Ms. Riley reported working at DCFS:

¹² The total hours exclude State holidays that fell within these timeframes.

¹³ The emails discussed in this report only include those reflected as being sent by “Deb Riley,” and do not include other entries in the Bank log that reflected being sent from “Bank Scanner,” “[Bank 1],” and “Audio Voice Call.”

<u>Date of Text Message</u>	<u>Time of Text Message</u>	<u>Text Message Sent from Ms. Riley's Phone</u>
Tuesday, December 6, 2022	4:26 p.m.	I am working on a damn loan . [sic] With one other teller today . [sic]
Thursday, January 12, 2023	12:35 p.m.	Teaching accounts payable to [Bank Employee 2] all morning and paying bills ,[sic] counting vault and getting [Bank Employee 3] all back to balanced .[sic]"
Monday, January 30, 2023	11:06 a.m.	I am doing accruals .[sic] Come on in.

D. Interviews with [Bank 1] Employees

1. Interview of [Bank 1] President and Chief Executive Officer [Bank Employee 1]

On July 13, 2023, the OEIG interviewed [Bank Employee 1]. [Bank Employee 1] said he had worked part-time as the President and Chief Executive Officer (CEO) of [Bank 1] since the middle of November 2022, in addition to full-time employment elsewhere, and served as one of six Directors on the [Bank 1] Board of Directors since 2017 or 2018.

[Bank Employee 1] said that Ms. Riley served as the [Bank 1] President and CEO from August 2017 until he took the positions in November 2022. [Bank Employee 1] said that after he became the President, Ms. Riley continued working part-time at the Bank from what he thought was November 15 or 16, 2022 until probably the end of February 2023 to allow her to train him, help with treasurer duties, and continue to be a Bank officer for regulatory and other purposes, and she was paid per hour for this work. [Bank Employee 1] said prior to him serving as the President and CEO, Ms. Riley served as a Director on the Bank's Board of Directors, a monthly flat-fee paid position, and she continued to serve as a Director after he became President and CEO.

[Bank Employee 1] stated that during Ms. Riley's last two weeks serving as the [Bank 1] President, he went to the Bank about two or three days per week to learn as much as he could from Ms. Riley. [Bank Employee 1] stated that during the first month to month and one-half after he began serving as the [Bank 1] President and CEO, he was trained by Ms. Riley at the [Bank 1] and most of Ms. Riley's days were spent working on [Bank 1] business. [Bank Employee 1] said from the middle of November 2022 until the first of February 2023, either he or Ms. Riley or both of them were onsite at [Bank 1] every day from 8:00 or 8:30 a.m. until 4:00 or 4:30 p.m. and that Ms. Riley worked in an office at the Bank. [Bank Employee 1] explained that the [Bank 1]'s lobby opened at 8:30 a.m. and closed at 4:00 p.m. [Bank Employee 1] said that Ms. Riley brought a laptop to [Bank 1] with her that he believed she said was her DCFS laptop. He said that when Ms. Riley needed to attend court virtually, she closed the door to her office at the Bank and was on her laptop. [Bank Employee 1] said that Ms. Riley's office door was open most of the time.

[Bank Employee 1] said Ms. Riley handled the payroll duties for the Bank until he took over

the duties in March 2023. He said that Ms. Riley only submitted the total hours she worked per pay period until March or April 2023 when he asked her to report the number of hours that she worked each day, but at that point, she was mostly just assisting with loans. [Bank Employee 1] stated that prior to this, a Bank consultant suggested that he ask Ms. Riley to provide the hours she worked each day instead of total hours per pay period, but he did not do so because he did not want to pick that battle with Ms. Riley. He added that there was friction between him and Ms. Riley from almost day one and that Ms. Riley did not like being questioned about Bank business and particularly did not like being questioned by him. [Bank Employee 1] said that he thought that the work hours Ms. Riley submitted were somewhat reasonable for the time he knew she was working for the Bank.

[Bank Employee 1] said the duties of a Director on the Board of Directors included reviewing loans that fall outside the approval criteria, and attending monthly and special meetings. He said the monthly Board of Director meetings were held on the third Tuesday of each month at 4:00 p.m. until around December 2022 when Ms. Riley requested that the meetings be changed to 5:00 p.m. to conform with her DCFS work schedule. [Bank Employee 1] said they generally did not have Board meetings before 5:00 p.m. unless it was a special meeting.

2. Interview of [Bank 1] Office Manager [Bank Employee 4]

On July 26, 2023, the OEIG interviewed then-[Bank 1] Office Manager [Bank Employee 4]. [Bank Employee 4] said she began working at the [Bank 1] in September 2022 as a Loan Officer and then became the Office Manager in June 2023. She stated that after [Bank Employee 1] became the Bank President, which she believed occurred in November 2022, Ms. Riley continued working at the Bank in an office and brought a laptop with her.

[Bank Employee 4] said during the beginning of the transition of the President position from Ms. Riley to [Bank Employee 1], Ms. Riley was not at the Bank a lot because Ms. Riley and [Bank Employee 1] did not get along. [Bank Employee 4] said that Ms. Riley and [Bank Employee 1] worked at the Bank at the same time most often in December 2022 and January 2023 so that [Bank Employee 1] could be trained for the President position. [Bank Employee 4] stated that Ms. Riley also came into the Bank to help her with loans and to help other Bank employees when they needed help with something. She said that during this time, she had to call [Bank Employee 1] to ask if she ([Bank Employee 4]) could call Ms. Riley when she needed her help. [Bank Employee 4] added that Ms. Riley also came to the [Bank 1] with a laptop to use the internet service when she did not have internet service at home, and was able to help with Bank work while at the Bank. [Bank Employee 4] said that there were times that Ms. Riley would “pop in” to the Bank and be “in and out,” saying she only had so many minutes and then she had to leave.

When asked about her relationship with Ms. Riley, [Bank Employee 4] said she and Ms. Riley had a very close relationship. She added that she had been through a lot with Ms. Riley and felt very committed to her.¹⁴

3. Interview of Former [Bank 1] Bookkeeper [Bank Employee 5]

On December 21, 2023, the OEIG interviewed former [Bank 1] Bookkeeper, [Bank Employee 5]. [Bank Employee 5] said that she worked at [Bank 1] as a Bookkeeper from 2015 to November 2023. [Bank Employee 5] recalled that Ms. Riley was on the Bank Board of Directors in 2015 and at some point, she could not recall when, became the Bank President. [Bank Employee 5] initially said that after Ms. Riley left the Bank, Ms. Riley continued working at [Bank 1] for a short while to answer questions that [Bank Employee 1] had. [Bank Employee 5] then said that as she remembered it, when Ms. Riley began working for DCFS, she did not work for the Bank and “cut all ties” with the Bank other than still serving on the Board of Directors. She said she recalled that “some of the girls” called Ms. Riley with Bank questions and Ms. Riley told them that she was employed at DCFS and that is where she needed to be working. [Bank Employee 5] then said that she thought that for the first week or so of November 2022, Ms. Riley worked remotely for DCFS at the Bank but that Ms. Riley did not work remotely at the Bank in 2023. [Bank Employee 5] also said she did not recall Ms. Riley ever working remotely for DCFS at the Bank and being available to help out with Bank issues or to open and close the Bank.

[Bank Employee 5] said that she was “not really” friends with Ms. Riley and did not associate with her.

4. Interview of Former [Bank 1] Teller [Bank Employee 6]

On December 28, 2023, the OEIG interviewed former [Bank 1] employee [Bank Employee 6]. [Bank Employee 6] said that he worked as a Teller for [Bank 1] from January 2021 until November 2023 and that Ms. Riley supervised him at some point during that time. He said that during the fall of 2022 and spring of 2023, he worked at the Bank a combination of full days and half days, three to four days per week, including almost every Saturday.

[Bank Employee 6] recalled that Ms. Riley trained [Bank Employee 1] for the President and CEO positions for about a week or two before she began working for DCFS. [Bank Employee 6] stated that after Ms. Riley began working for DCFS, which he thought was around November 2022, she worked remotely for DCFS in an office at the Bank. [Bank Employee 6] estimated that he saw Ms. Riley at the Bank in November and December 2022 about four or five days per week on weekdays during regular Bank hours and after that about one or two days per week. He said that

¹⁴ On November 1, 2023 (two days after the OEIG contacted Ms. Riley to schedule her interview), [Bank Employee 1] told the OEIG that [Bank Employee 4] informed him that Ms. Riley had contacted her and told her that she (Ms. Riley) was going to lose her job over this and instructed [Bank Employee 4] not to tell anyone about their conversation. The OEIG contacted [Bank Employee 4] in an attempt to re-interview her about any contact from Ms. Riley, but [Bank Employee 4] declined to be interviewed again. During the call, however, [Bank Employee 4] said that she left employment at the [Bank 1] and that Ms. Riley contacted her sometime after her ([Bank Employee 4]’s) OEIG interview but did not try to influence or intimidate her. During an OEIG interview, Ms. Riley said that she spoke to [Bank Employee 4], whom she claimed she previously talked to on a daily basis, and told [Bank Employee 4] that she was going to be interviewed by the OEIG. Ms. Riley said that without her asking any questions, [Bank Employee 4] told her that she was interviewed by the OEIG but did not have any information to provide the OEIG on what was asked.

more times than he could count, Ms. Riley was already at the Bank before the Bank opened and stayed at the Bank after it closed.

[Bank Employee 6] said that when Ms. Riley was at the Bank, she pretty much stayed in her office the entire time with the door closed and did not really want the Bank employees in her office. He said that Ms. Riley also did a lot of coming and going from the Bank and would come in to grab something out of her office and leave. He said that there were a few times after Ms. Riley started working for DCFS that she and [Bank Employee 1] were in her office at the Bank when he ([Bank Employee 6]) arrived in the morning, probably around 8:00 a.m. [Bank Employee 6] said that he thought he saw [Bank Employee 1] a few times in Ms. Riley's office with a procedures binder and that [Bank Employee 1] would ask a question, quickly get an answer, and then go back to his office. [Bank Employee 6] estimated that from what he remembered, on these occasions, [Bank Employee 1] was in Ms. Riley's office for about five minutes, at most.

[Bank Employee 6] said that when Ms. Riley was working for DCFS at the Bank, the Bank employees were limited to asking her short questions a couple times a day and on her lunch hour and breaks. He said that Ms. Riley took 15 to 20 minutes here and there that she said were her breaks and came out of her office and helped Bank staff if they had any questions. [Bank Employee 6] added that some days Ms. Riley would announce her breaks and some days they would see that she was out of her office and figured that she was on a break. He also said that employees would see Ms. Riley go to the back of the Bank and hear that she was using the toaster oven and believed that she was on her lunch break and they could ask her questions. [Bank Employee 6] said that Ms. Riley reserved any employee trainings for her lunches and breaks. He said that he sometimes knocked on Ms. Riley's office door, peeked his head in the office, and then she would say whether or not she was available to answer his question, but he did not remember ever spending more than 15 to 30 minutes with Ms. Riley on a Bank matter that he believed was not during Ms. Riley's DCFS lunch or break. [Bank Employee 6] said that on occasion, maybe once or twice per week, employees asked Ms. Riley a question for about 15 to 30 minutes at times that he believed were outside of her lunch or breaks. He said this occurred more so in November and December 2022 and maybe a few times in January 2023 and believed this lessened in early 2023 because [Bank Employee 1] had learned the Bank procedures and employees could ask him questions. [Bank Employee 6] said that there were maybe a couple days, but not many, where Ms. Riley spent about half of the day working on Bank business. He added that he worked with Ms. Riley on Saturdays which were half-days of work, and he was unsure which days Ms. Riley spent these almost half-days on Bank matters. [Bank Employee 6] said that he was permitted to do schoolwork when he was not busy with Bank work, so his attention was elsewhere.

[Bank Employee 6] said he is not friends with Ms. Riley nor did he socialize with her outside of the Bank.

E. Interview of DCFS Senior Regional Counsel Ms. Riley

On December 14, 2023 and January 9, 2024, the OEIG interviewed DCFS Senior Regional Counsel Ms. Riley. Ms. Riley confirmed that she began working for DCFS as a Senior Regional Counsel on November 16, 2022 and had recently accepted a position as a DCFS Administrative

Law Judge that would become effective in February or March 2024. She said that from 2018 or 2019 until the day before she started working for DCFS, she served as the [Bank 1] President. Ms. Riley stated that she trained [Bank Employee 1] for the Bank President position on and off for about 10 days before she began working for DCFS. She said that she stopped serving as the Bank President on November 15, 2022 and that [Bank Employee 1] then took over the position. Ms. Riley said that after she began working for DCFS, she continued working for the Bank on a part-time basis in an untitled position initially to help with a merger the Bank was undergoing with another financial institution and then to help with Bank matters because the new President, [Bank Employee 1], did not understand banking. Ms. Riley said that after she began working for DCFS, she continued to serve as a Director on the [Bank 1] Board of Directors, a paid position that she had held since 2014 or 2015.

Ms. Riley stated that she did not have official duties as a part-time employee for the Bank but helped with the merger and treasurer duties, as well as training new employees, and answering questions from employees. She added that even though she had trained [Bank Employee 1], she started seeing errors in his work and had to help look into and correct those matters. Ms. Riley said that her duties as a Director on the Bank's Board of Directors included attending meetings that were held at 5:00 p.m. once or twice a month and reviewing policies and emails.

Ms. Riley claimed that she could perform almost all of her Bank duties remotely. She said that there was certain loan software that she was unable to access remotely, but could stop by the Bank to pick up printed out paperwork from that system and then work remotely on those matters. Ms. Riley said that she began working remotely for DCFS at the Bank, however, because the Federal Deposit Insurance Corporation (FDIC) told the Bank Board of Directors that they were going to close the Bank unless a Director was on site at the Bank every day. Ms. Riley added that at one point the Bank was out of balance by \$36,000 and if balance was not achieved, the FDIC said the Directors could be held responsible and fined. She said that she, [Bank Employee 1], and two other Directors then took turns being at the Bank each day it was open.

Ms. Riley said that when she was at the Bank during her DCFS work hours, she performed her DCFS duties and accurately reported her DCFS work hours on her timesheets. Ms. Riley denied conducting Bank business on State time. She added that she was "very cautious" when working remotely for DCFS at the Bank about when she worked on Bank matters and only did so during her DCFS lunches and breaks. Ms. Riley estimated that after she began working for DCFS through the end of January 2023, she worked remotely for DCFS at the Bank for at least part of the day once or twice per week. She said that she had a conversation with her supervisor [DCFS Employee 1] about working remotely and her understanding from this conversation was that she could work remotely from anywhere as long as she worked in a private area. Ms. Riley stated that when she worked remotely for DCFS at the Bank and attended hearings online, she always closed her office door and window blinds and used a Bluetooth earpiece so that no one else could hear the proceedings. Ms. Riley stated that the Bank employees knew she was doing her DCFS work in her office and that she should not be bothered unless there was an emergency or she opened her office door. She said she gave herself 60 to 90 minutes per day (the time allotted for her DCFS lunch and breaks) for Bank work and had the Bank employees save up their questions for when she was on a DCFS break. Ms. Riley said that she thinks that Bank employees occasionally came

into her office at the Bank and tried to ask her questions, but she told them she would come out to answer questions during her break or lunch.

Ms. Riley was shown the printout from the Bank reflecting the total hours she reported working approximately every two weeks for the November 25, 2022 to May 15, 2023 pay dates, as described above, and she said that the listed hours seemed correct as what she reported working for the Bank. She claimed that she worked of all these hours outside of her DCFS work hours, including before or after her DCFS shifts, on weekends, and on State and Bank holidays. Ms. Riley clarified that these hours did not include her hours as a Director on the Bank Board of Directors because Directors were paid a flat fee each month and did not report their hours worked. Ms. Riley said that from November 2022 to February 2023, when the Bank was getting ready for the merger and working to correct errors that were made, she sometimes worked 14-hours per day for the Bank and DCFS and probably 24 to 36 hours for the Bank on the weekends. She said that she was not getting much sleep then and was exhausted so she told the Bank that she could not continue working that many hours.

Ms. Riley was shown some of the text messages sent from her phone to [Bank Employee 1]'s phone, as described above. When shown the January 12, 2023 text message sent from her phone to [Bank Employee 1]'s phone at 12:35 p.m. in which she said that she had been teaching accounts payable to an employee "...all morning and paying bills ,[sic] counting vault and getting [Bank Employee 3] all back to balanced," Ms. Riley said that she sent the text during her lunch break and on that day she came into the Bank early, around 7:00 a.m., to teach the employees and that balancing the vault took five minutes and had to be completed before the Bank employees arrived at work. She claimed that she would have then started working her DCFS duties at 8:30 a.m. She added that she may have been "melodramatic" in her message to [Bank Employee 1] about teaching "all morning" because [Bank Employee 1] was supposed to be the person teaching the Bank employees, not her. For two other text messages sent from her phone to [Bank Employee 1]'s phone that day during her reported work hours at 3:15 p.m. and 3:24 p.m., Ms. Riley said she sent those messages during her break. In regard to the January 30, 2023 message from her phone to [Bank Employee 1]'s phone at 11:06 a.m. that she was "doing accruals" and to "[c]ome on in," Ms. Riley said that accruals only took about 10 minutes to complete and claimed she worked on the accruals during her DCFS lunch break. In regard to the December 6, 2022 message in which she wrote, "I am working on a damn loan . With one teller today [sic]," Ms. Riley said that reviewing a loan took about five minutes, at most, and she may have reviewed the loan on her lunch break. Ms. Riley added that she and [Bank Employee 1] did not have a good relationship and she did not always respond to his texts right away so she may have reviewed the loan hours before she sent the text. In regard to some of the other text messages sent during her DCFS workday, Ms. Riley said she sent the messages during her DCFS lunches and breaks or while she was performing her DCFS duties, such as while she was sitting in court, waiting for a hearing to end, or on the road returning from court. Ms. Riley added that it only took her three seconds to send a text. She said that she did not think she was conducting secondary employment while sending the text messages because she was not getting paid for sending the texts. She added that she did not start charging the Bank for her time when she sent text messages until around the end of March 2023.

Ms. Riley confirmed that she emailed the DCFS Ethics Officer on November 22, 2022 that her work hours at the Bank would be on the weekends and once per month generally when the

Board met. Ms. Riley claimed this information was accurate when she reported it because she thought at that time that [Bank Employee 1] was trained for the Bank President and CEO positions and she would only be working at the Bank on the weekends. Ms. Riley said that when she started working for the Bank more than just weekends, she did not report the change to the DCFS ethics committee in writing and was unaware that she was required to do so. Ms. Riley said that she was positive that she verbally told her supervisor [DCFS Employee 1] that she was working remotely for DCFS at the Bank.

Ms. Riley was asked about the 48 emails sent from her [Bank 1] email account between November 16, 2022 and March 10, 2023, as described above, during her reported State work hours. She responded that the email log from the Bank reflecting her name for sent emails was not accurate for emails she sent because in addition to using the Bank email address herself, Bank staff also logged into her email account during that time period. Ms. Riley added that [Bank Employee 1] had her email password written down on a piece of paper in his desk at the Bank and shared it with the staff. Ms. Riley said that only she, [Bank Employee 1], and maybe [Bank Employee 5] had access to a core program via their email accounts and [Bank Employee 1] and other staff members used her (Ms. Riley's) email account to access that system.

F. Interview of Ms. Riley's DCFS Supervisor

During her OEIG interview, Ms. Riley's supervisor DCFS Assistant Deputy General Counsel [DCFS Employee 1] said that Ms. Riley never told her that she (Ms. Riley) was working at the Bank during her DCFS work hours nor did Ms. Riley ask if she could work at the Bank during her DCFS work hours. [DCFS Employee 1] added that she would not have approved Ms. Riley working remotely at the Bank because of the appearance of impropriety and the problem of maintaining confidentiality. [DCFS Employee 1] added that performing a State job at a place of secondary employment just looked bad and that she would not know who had access to the area where Ms. Riley was working in the Bank or who was coming in and out of Ms. Riley's workspace. [DCFS Employee 1] said there would be unknowns about who at the Bank would have access to certain information and that it would not be appropriate for Ms. Riley to work remotely for DCFS at the Bank.

III. ANALYSIS

DCFS policy provides that an employee is accountable for a 7.5 hour workday and requires an employee engaged in any secondary employment to notify his or her supervisor, in writing, and to not permit that employment to interfere with his or her official duties.¹⁵ The State of Illinois Code of Personal Conduct (Code of Conduct) provides that State employees must take appropriate action to identify, disclose, and avoid potential conflicts of interest with the performance of their official duties and should avoid any action that creates the appearance of a violation of the ethical standards set forth in the Code of Conduct.¹⁶ Additionally, DCFS policy provides that employees

¹⁵ DCFS Employee Handbook, 2.1. Daily Time, (A) Attendance; 89 Ill. Admin. Code 437.40(c).

¹⁶ Code of Conduct (revised 3/17/21); See [https://cms.illinois.gov/content/dam/soi/en/web/cms/personnel/employeeresources/documents/soi-code-personal-conduct.pdf#:~:text=The%20purpose%20of%20this%20Code,Conduct%20\(Code\)%20is%20to%3A&text=Ensure%20that%20State%20employees%20are,an%20honest%20and%20respectful%20manner.&text=Promote%20accoun](https://cms.illinois.gov/content/dam/soi/en/web/cms/personnel/employeeresources/documents/soi-code-personal-conduct.pdf#:~:text=The%20purpose%20of%20this%20Code,Conduct%20(Code)%20is%20to%3A&text=Ensure%20that%20State%20employees%20are,an%20honest%20and%20respectful%20manner.&text=Promote%20accoun)

are in positions of public trust and are expected to refrain from conduct which could affect adversely the confidence of the public in the integrity of DCFS.¹⁷

Ms. Riley admitted that she was in the [Bank 1] regularly during her DCFS work hours. Ms. Riley also admitted that during those times, she performed Bank work, such as training and answering employees' questions, but claimed she limited this Bank work to her DCFS lunches and breaks. Ms. Riley's claim, however, is not supported by the evidence. For the first 12 weeks that Ms. Riley worked for DCFS, she worked almost as many or more hours for the Bank as she did full-time for DCFS. In fact, during the two weeks immediately after she started working for DCFS, from November 16 – 30, 2022, Ms. Riley reported working 70.75 hours for the Bank and 67.5 hours for DCFS. Ms. Riley also reported that from December 1 – 15, 2022, she worked 86 hours for the Bank and 82.5 hours for DCFS. It is not credible that Ms. Riley worked that many hours for both the Bank and DCFS during her first 12-weeks of State employment and never once, especially while working remotely at the Bank, conducted Bank business outside of her allotted DCFS lunches and breaks.

In addition to the sheer number of hours Ms. Riley reported working for both the Bank and DCFS, Bank employees [Bank Employee 1] and [Bank Employee 4] also said that Ms. Riley trained [Bank Employee 1] at the Bank after [Bank Employee 1] became the Bank President on November 15 or 16, 2022. [Bank Employee 1] said that during the first month to month and a half after he became the Bank President, he was trained by Ms. Riley at the Bank and most of Ms. Riley's days were spent working on Bank business. [Bank Employee 4], who said she had a very close relationship with Ms. Riley, stated that Ms. Riley and [Bank Employee 1] worked at the Bank at the same time most often in December 2022 and January 2023 so that Ms. Riley could train [Bank Employee 1]. Even [Bank Employee 6], who said that Ms. Riley tried to limit her Bank work to her DCFS lunches and breaks, said that maybe once or twice per week Bank employees asked Ms. Riley questions for about 15 to 30 minutes at times that he believed were outside of her lunch or breaks.

In addition to these witnesses, Ms. Riley sent approximately 59 text messages to [Bank Employee 1] about Bank matters during her DCFS work hours over a seven-month period, including messages in which she described Bank work she was conducting, such as, that she had been teaching a Bank employee "all morning," was working on a loan, and was doing accruals. Ms. Riley even admitted that she sent some text messages about Bank matters while she was working for DCFS, such as when she was sitting in court, waiting for a hearing to end, and traveling from a court appearance. Although Ms. Riley claimed that other Bank employees used her Bank email account, she admitted that she too used the account and 48 emails were sent from this account during Ms. Riley's DCFS work hours in the two and one-half months after she began working for DCFS. For these reasons, Ms. Riley's claim that she worked remotely for DCFS at the Bank and only performed Bank work during her DCFS lunches and breaks, is not credible.

[tability%20to%20the%20taxpayers%20and%20the%20people%20of%20Illinois.&text=Promote%20honest%20and%20ethical%20conduct%20and%20fair%20dealing](#). The State Code of Conduct applies to State employees under the jurisdiction of the Governor. Additionally, the DCFS Employee Handbook references the State Code of Conduct and its applicability to DCFS employees. See DCFS Employee Handbook, 3.1B State of Illinois Code of Personal Conduct. As noted earlier, Ms. Riley signed an Acknowledgement of Understanding reflecting that she was responsible for reviewing and abiding by the DCFS Employee Handbook, including future revisions.

¹⁷ DCFS Employee Handbook, 3.1 Employee Conduct, (A) DCFS Professional Conduct.

Ms. Riley also failed to accurately apprise DCFS about the extent of her Bank work. Ms. Riley's November 16, 2022 email to her supervisor represented that she would be conducting her part-time work for the Bank on weekends. Ms. Riley then repeated in her November 22, 2022 email that she would be working for the Bank on weekends after she was specifically asked about her Bank work hours by the DCFS Ethics Officer for consideration by the DCFS Conflict of Interest Committee. Ms. Riley claimed that this information about working on weekends was accurate at the time she reported it and that she only began working for the Bank during the week after this. Yet, Ms. Riley's response to the Ethics Officer was half-way through a two-week period when she reported working 70.75 hours for the Bank. Furthermore, Ms. Riley admitted that she never updated her secondary employment disclosure in writing, even though it clearly was important information for the Conflict of Interest Committee's determination on whether or not to approve her secondary employment. Although Ms. Riley claimed she verbally told her supervisor that she was doing her DCFS work at the Bank, her supervisor denied that Ms. Riley did so.

Although Ms. Riley is supposed to be performing DCFS work on State time, the evidence shows that her secondary employment at the Bank interfered with her official DCFS duties. Given the high number of hours she reported working for the Bank in addition to her full-time DCFS hours, the Bank witnesses who said she performed Bank work, the text messages she sent about Bank matters, the emails sent from her Bank account, all of which occurred during her DCFS work hours, and her failure to notify her supervisor in writing of a significant change in her secondary employment work hours, there is reasonable cause to believe that Ms. Riley permitted her secondary employment to interfere with her official DCFS duties. And, at minimum, Ms. Riley failed to take appropriate action to identify, disclose, and/or avoid the potential conflict of interest with her DCFS duties by working remotely for DCFS at the Bank where she had secondary employment. Ms. Riley's supervisor [DCFS Employee 1] said that, had she known, she would not have approved this remote work based on the appearance of a conflict. Ms. Riley's failure to recognize this and take appropriate action to avoid this appearance of a conflict of interest, is particularly concerning given that she is a licensed attorney and recently accepted a position as a DCFS Administrative Law Judge.

Based on the foregoing, there is reasonable cause to believe that Ms. Riley permitted her secondary employment to interfere with her DCFS duties in violation of DCFS' secondary employment policy. In addition, at minimum, Ms. Riley did not take appropriate action to identify, disclose, and avoid potential conflicts of interest with the performance of her official duties; and failed to refrain from conduct which could affect adversely the confidence of the public in the integrity of DCFS.

IV. [REDACTED] AND RECOMMENDATION

As a result of its investigation, the OEIG concludes that **THERE IS REASONABLE CAUSE TO BELIEVE THE FOLLOWING [REDACTED]:**

- **[REDACTED]** – Ms. Riley violated DCFS' secondary employment policy that requires that there to be no interference with official duties.

- **[REDACTED]** – Ms. Riley failed to take appropriate action to identify, disclose, and avoid potential conflicts of interest with the performance of her official duties in violation of the State Code of Conduct.
- **[REDACTED]** – Ms. Riley failed to refrain from conduct which could affect adversely the confidence of the public in the integrity of DCFS.

The OEIG recommends that DCFS take whatever disciplinary action it deems necessary with respect to Ms. Riley, up to and including discharge.

Date: April 24, 2024

Office of Executive Inspector General
for the Agencies of the Illinois Governor
607 E. Adams Street, 14th Floor
Springfield, IL 62701

By: **Melissa Rollins**
Assistant Inspector General #154

David Harmon
Investigator #164

May 16, 2024

Via E-Mail to Sherry Bult on behalf of:
Susan M. Haling
Executive Inspector General
Office of Executive Inspector
General 69 West Washington,
Suite 3400
Chicago, Illinois 60602

Re: OEIG Case Nos.

Dear Executive Inspector General Haling:

This letter serves as the Department's response to the investigations [REDACTED], [REDACTED], [REDACTED] and 22-03077.

- [REDACTED], [REDACTED]
[REDACTED]
- [REDACTED], [REDACTED]
- [REDACTED], [REDACTED]
- 22-03077, discipline proceedings are pending.

Respectfully,

Jennifer Cleveland
DCFS Ethics Officer and Legislative Counsel
60 East Van Buren Street, Suite 1339
Chicago, Illinois 60605
[REDACTED]

Cc: DCFS Director Heidi Mueller, DCFS General Counsel Brian Dougherty, and
DCFS Chief of Staff Jassen Strokosch

January 10, 2025

Via E-Mail to Debbie Yang on behalf of:
Susan M. Haling
Executive Inspector General
Office of Executive Inspector
General 69 West Washington,
Suite 3400
Chicago, Illinois 60602

Re: OEIG Case Nos. [REDACTED] and 22-03077

Dear Executive Inspector General Haling:

This letter serves as the Department's response to the investigations [REDACTED] and 22-03077.

- [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 22-03077, Deborah Riley was discharged for cause effective August 6, 2024. The Union filed a grievance. CMS proposed resolving by offering a "Clean Resignation". The deadline to do so was set at December 6, 2024. Deborah Riley failed to resign by December 6, 2024, therefore, her discharge stands.

Respectfully,

Jennifer Cleveland
DCFS Ethics Officer and Legislative Counsel
60 East Van Buren Street, Suite 1339
Chicago, Illinois 60605
[REDACTED]

Cc: DCFS Director Heidi Mueller, DCFS General Counsel Brian Dougherty, and
DCFS Chief of Staff Jacquelyn Dortch