

OFFICE OF INSPECTOR GENERAL EMPLOYMENT PROCEDURES

Introduction

These Office of Inspector General Hiring Procedures (“Employment Procedures”) are an amendment to the City of Chicago General Hiring Plan (“City Hiring Plan”), as amended, and set forth the standards and procedures for recruitment and selection for the hiring and promotion of employees of the Office of Inspector General (“OIG”).

These Employment Procedures are intended to provide OIG with hiring and promotion processes that maximize the operational independence of OIG and ensure that its employees are nonpartisan and free from conflicts of interest. They apply to all OIG employees except the Inspector General (“IG”) and the Deputy Inspector General for Public Safety whose selection and retention is specifically governed by provisions of 2-56 of the Municipal Code of Chicago (“MCC”). These Employment Procedures shall be construed in a manner that does not impede the discretion of the IG to hire and promote employees of OIG beyond the expressly stated requirements.

Any complaints alleging violations under these Employment Procedures will be subject to the investigation process agreed upon by the OIG and the Department of Law.¹ Pursuant to the City’s Hiring Plan, OIG may modify these Employment Procedures so long as the modifications are not contrary to applicable law. Prior to the effective date of any modification of these Employment Procedures, OIG will post on its website for forty-five (45) days any modifications to these Employment Procedures. Such public notice shall include information concerning where comments may be directed.

¹ A copy of this Memorandum of Understanding has been attached as Exhibit 1.

Capitalized terms not otherwise defined in these Employment Procedures are defined in the City Hiring Plan.

I. DEFINITIONS

A. Diversity Equity Inclusion Compliance Section - Diversity, Equity, Inclusion, and Compliance Section (DEIC) (previously referred to as the OIG Hiring Oversight section) advises on issues of equity, inclusion, and diversity as applied to all OIG operations and products, as well as assuring the consideration and inclusion of community voices and experiences directly in all of the office's work. DEIC uses quantitative and qualitative data and information correlated to internal culture, operations, and impact of service provision to monitor trends and patterns across City departments—to identify equity and inclusion deficiencies and provide recommendations, with specific authority to review the actions of the Chicago Police Department for potential bias, including racial bias. DEIC also issues guidance, training, and program recommendations to City departments on a broad and complex array of employment-related actions; monitors human resources activities which include hiring and promotion; performs legally-mandated and discretionary audits; reviews the City's hiring and employment practices to ensure compliance with the various City Employment Plans; and publicly report at least annually findings an analysis on diversity and inclusion issues.

B. General Position – General Positions are any OIG positions other than those identified as Senior Manager Positions.

C. Hiring Committee – The Hiring Committee shall consist of at least five (5) OIG Senior Managers or Supervisors selected by the IG and shall include the Section Head of the OIG component into which the hiring is to occur, and the Diversity, Equity and Inclusion Officer.

D. Hiring File – A Hiring File is a file maintained by OIG which includes all documents utilized in a hiring sequence, including, but not limited to, all forms, Hire Certifications, the Notice of Job Opportunity, and the hiring decision memorandum.

E. Notice of Job Opportunity – The Notice of Job Opportunity shall include the Position's duties, minimum qualifications, and any other relevant information.

F. Notice of Promotion Opportunity – The Notice of Promotion Opportunity shall include the Position's duties, minimum qualifications, and any other relevant information.

G. Promotion Committee – The Promotion Committee shall consist of at least five (5) OIG Senior Managers or Supervisors selected by the IG and shall include the Section Head of the OIG component within which the promotion is to occur, and the Diversity, Equity and Inclusion Officer..

H. Promotion File – A Promotion File is a file maintained by OIG which includes all documents utilized in a promotion sequence, including, but not limited to, all forms, Hire Certifications, the Notice of Promotion Opportunity, and the promotion decision memorandum.

I. Section Head – A Section Head is an OIG Senior Manager who reports Directly to the IG and performs significant managerial responsibilities. Section Heads include, but are not limited to, all Deputy Inspectors General.

J. Senior Manager Position – Senior Manager Positions are those that report directly to the IG or report to someone who reports directly to the IG and (1) are Non-Career Service, (i.e., employees-at-will); (2) are not covered by a collective bargaining agreement; (3) are not *Shakman*-Exempt; and (4) either perform significant managerial responsibilities or are highly specialized in their respective fields or areas of work operations with highly specific minimum qualifications and skill sets. All Senior Manager Positions are listed at the end of these Procedures.

II. RULES APPLICABLE TO ALL HIRES MADE PURSUANT TO OIG EMPLOYMENT PROCEDURES

A. IG Participation in the Hiring Process

1. The IG may choose to participate in any stage of the hiring process but is not required to do so, unless expressly specified by these Procedures.
2. For each candidate hired by OIG, the IG shall complete (a) a hiring decision memorandum and (b) a Hire Certification Form. Any other individuals involved in the interview and selection process shall also complete a Hire Certification Form. The hiring decision memorandum and Hire Certification Forms shall be maintained by OIG for a period of ten (10) years.

B. Potential Conflicts of Interest

1. During the interview process OIG shall ask questions of candidates to determine whether the candidates have ties to City officials or City political figures or entities.
2. OIG shall create a written record of the information supplied by candidates regarding potential conflicts.
3. If necessary, the interview panel may request candidates to supplement in writing any oral interview answers. The documents containing this information shall be made part of the Hiring File.

C. Ward Residence of OIG Employees

1. OIG shall post annually on its website data detailing the ward of residence of the employees hired or promoted during the year at the time of hire or promotion. Such annual information shall remain posted for five years.
2. OIG shall post quarterly to its website the ward of residence of all OIG employees.

D. Hire Certification Form

1. The Hire Certification is a form filled out by (1) selected Candidates and (2) all OIG employees involved in every selection process. This form shall certify under penalty of perjury, that no Political Reasons or Factors or other Improper considerations were considered in the action taken. The Hire Certification form(s) shall be made a part of the Hiring File.

III. RULES APPLICABLE TO GENERAL POSITIONS

A. Methods of Obtaining or Accepting Applications

1. Available General Positions with OIG shall be advertised and posted on the OIG's website, and such other City of Chicago and third party jobs sites as may promote qualified, diverse applicant pools. The Notice of Job Opportunity shall remain posted and open for a minimum of fourteen (14) consecutive calendar days. The Notice shall list the minimum qualifications and a description of the job duties of the position. The posting shall also include a statement that employees of OIG are obligated by law and regulation to perform all duties in a manner that is nonpartisan and free from conflicts of interest.
2. OIG may recruit individuals to apply for available positions in order to attract the most highly qualified, conflict-free candidates.
3. Applicants shall submit applications for General Positions directly to OIG, as specified in the Notice of Job Opportunity. Any applications for OIG positions received by DHR shall be forwarded to OIG.
4. All candidates shall submit a resume, transcripts from their educational institution(s), a writing sample or essay if requested, and any other relevant information requested in the Notice of Job Opportunity. All application materials received by OIG shall be made part of the official Hiring File for each posted position that shall be generated and maintained in accordance with these Employment Procedures.

B. Screening and Interviewing Applicants

1. At least two members of OIG approved by the IG prior to the start of screening shall review the applications and select candidates for interview based on the qualifications set for the applicable position and any additional written criteria appropriate to the particular position to be filled.
2. The screening process shall include the use of a screening rubric approved by the OIG Director of Personnel, Diversity Equity and Inclusion Officer and Inspector General. The screening rubric is a standardized assessment tool designed to assist screeners in reaching consensus on candidates to be interviewed. The screening rubric can be customized to fit the qualifications of the posted position and shall be made part of the Hiring File. After reaching consensus, the screeners should include the names of the candidates to be interviewed on the interview list.
3. The OIG Diversity Equity Inclusion Compliance (DEIC) Section shall be given at least 24-hour advance e-mail notice of scheduled interviews.
4. Candidates selected for an interview shall be interviewed by at least three OIG Senior Managers or Supervisors, except when the IG chooses to participate in the interview in which case s/he must be joined by at least two Senior Managers. Each Senior Manager or Supervisor participating in an interview shall fill out an Evaluation Form prescribed by OIG. The Evaluation Forms shall be made part of the Hiring File. If the IG chooses to participate in the initial candidate interview, s/he is not required to complete the Evaluation Form.
5. OIG may contact and evaluate prior candidates for the purpose of filling any position. For purposes of the HCM discussion, OIG may rely on screenings and interviews of a candidate from a prior sequence for one (1) year from the date of the closing of the sequence as the basis for another hiring decision for the same position or lower position in the same job class.

C. The Hiring Decision

1. The Hiring File for each candidate who received an interview and has not withdrawn from the hiring process shall be distributed to the Hiring Committee members for consideration. The Hiring Committee shall meet to discuss the individual and comparative qualifications of the candidates interviewed.
2. The DEIC Section shall be given at least 24-hour advance e-mail notice of each Hiring Committee meeting. A member of the DEIC Section may be present and review all documentation.
3. At the meeting, each member of the Hiring Committee shall state his/her views on each interviewed candidate and shall state in writing his/her opinion as to whether each interviewed candidate is recommended or not recommended for hire. The Hiring Committee, at its discretion, may rank or tier recommended candidates

for the consideration of the IG. These written recommendations shall be made part of the Hiring File.

4. The IG shall not make a decision to hire a candidate before interviewing the individual. The IG shall make the final hiring decision after interviewing one or more candidates. If there is more than one qualified candidate, the OIG may create a hire list for potential vacancies for the same position for use up to one year following the conclusion of the hiring sequence. The IG may extend a hire list for one (1) additional year from the date of the list creation. The DEIC Section shall receive notice of hire list extensions.

5. For each hired employee, the selected candidate, the IG, and all OIG employees who participated in the evaluation or hiring process shall sign a Hire Certification Form. Hire Certification Forms shall be made part of the Hiring File.

6. One week before the selected candidate's start date, the Hiring File shall be forwarded to the OIG DEIC Section for compliance review. The Hiring File shall be reviewed and returned to the OIG Administrative Section within 48 hours.

7. For those candidates hired by OIG, the Hiring File will be maintained in accordance with Local Records Retention schedule by OIG for a period of ten (10) years unless otherwise required by law. For candidates interviewed but not hired, the Hiring File will be maintained by OIG for a period of five (5) years unless otherwise required by law. The Hiring File and other hiring documentation shall remain confidential within OIG and shall not be disclosed. Nothing in this document shall make the Hiring File or other hiring documentation a public record.

IV. RULES APPLICABLE TO SENIOR MANAGER POSITIONS

A. Applicability

1. The OIG has identified Positions which are classified as Senior Managers. These positions report directly to the IG or report to someone who reports directly to the IG and (1) are Non-Career Service, (i.e., employees-at-will); (2) are not covered by a collective bargaining agreement; (3) are not *Shakman*-Exempt; and (4) either perform significant managerial responsibilities or are highly specialized in their respective fields or areas of work operations with highly specific minimum qualifications and skill sets.

2. The Supervisor of Personnel shall maintain a list of Senior Manager Positions (see Appendix 1.) Modifications to the Senior Manager Positions List shall be made by the IG, who shall provide fourteen (14) days prior written notification to DHR and OIG DEIC Section, both of whom may comment on the modifications and make written objections. All other positions in OIG not on the OIG Senior Manager Positions List must be hired using the procedures for General Positions detailed in section III of these OIG Employment Procedures.

B. Methods of Obtaining or Accepting Applications

1. Available Senior Manager Positions shall be advertised and posted on OIG's website. The Notice of Job Opportunity for Senior Manager Positions shall remain posted and open for a minimum of seven (7) consecutive calendar days and may be extended at the discretion of the IG. The posting shall also state that employees of OIG are obligated by law and regulation to perform all duties in a manner that is nonpartisan and free from conflicts of interest.
2. OIG may recruit individuals to apply for available positions in order to attract the most highly qualified, conflict-free candidates.
3. The Notice of Job Opportunity shall list the minimum qualifications, a description of the job duties of the position, and requested information all candidates must submit.
4. Applications for Senior Manager Positions shall be sent directly to OIG, as specified in the Notice of Job Opportunity. Any applications for Senior Manager Positions received by DHR shall be forwarded to OIG.
5. In order to promote transparency, OIG shall post on its website a list of all job classes that may be filled using the OIG Senior Manager Hiring Procedures (see Appendix 1.)

C. Screening Applications and Interviewing

1. The IG or any designee shall review the applications and select candidates for interview based on the established qualifications for the applicable Senior Manager Position and any additional written criteria appropriate for the particular position to be filled. Application screening may be conducted on a rolling basis and can begin immediately following the position posting.
2. Candidates selected for an interview shall be interviewed by the IG and, if the IG chooses, other Senior Managers or Supervisors. Interviews can begin after the minimum seven (7) day open application period.

D. Hiring Decision

1. The IG shall make the final hiring decision and in doing so may, at his/her discretion, direct the creation of a hire list for potential vacancies for the position for use up to one year following the conclusion of the hiring sequence.
2. As required in II.A.2, the IG shall complete (a) a hiring decision memorandum and (b) a Hire Certification Form. Any other individuals involved in the interview and selection process shall also complete a Hire Certification Form.

The hiring decision memorandum and Hire Certification Forms shall be maintained by OIG for a period of ten (10) years.

3. The IG can make an offer to the selected candidate without any additional notifications to or approvals from DHR or any other City departments.

4. Within one (1) week of the hiring decision, the selected candidate's name, resume, hiring decision memorandum, and Hire Certification Form(s) shall be forwarded to DHR.

5. The title and hire date for each Senior Manager Position hire shall be posted on OIG's website within thirty (30) days of the hire date and remain posted for a period of three (3) years from the date of hire.

V. OIG PROMOTION PROCEDURES

A. Eligibility

1. OIG may promote internally, provided the position is within the same classification series and is at least the next higher rated grade level than the current position.

2. Eligibility for consideration of promotion to the next higher rated title shall require, at a minimum, satisfactory continuous service in a qualifying lower position for at least the period specified in the classification.

B. Notice of Promotion Opportunity

1. Notice of vacant positions within OIG shall be provided to Supervisors in the appropriate job classification. Supervisors shall identify each eligible employee under his/her supervision for a promotion.

2. Eligible employees who want to be considered for promotion shall submit a written statement detailing why s/he should be promoted. All submitted materials shall be made part of the Promotion File.

3. Supervisors shall ensure that each eligible employee meets the minimum qualifications for the promotion. Supervisors shall provide to the Section Head his/her views in writing on why s/he regards the eligible employee(s) as capable of successfully performing the duties of the higher position and merits consideration for promotion. Supervisors shall also provide a current resume, and any existing annual employee performance evaluations.

C. The Promotion Decision

1. The Promotional Committee shall consist of at least five (5) OIG Senior Managers or Supervisor selected by the IG. The Promotional Committee shall

review the Supervisor's written letter, employee written statement, resume, and performance evaluations and discuss the qualifications of each recommended employee(s). The Section Head of the eligible employee(s) shall present to the Promotional Committee his/her views on why s/he is recommending the employee for promotion. The presenting Section Head shall not be a member of the Promotional Committee for the employee s/he has presented.

2. The Promotional Committee may meet with the IG to discuss the qualifications of each recommended employee(s). Each member of the Promotional Committee shall state in writing whether the recommended employee should be promoted to the vacant position(s). The Promotional Committee, at its discretion, may rank or tier recommended candidates for the consideration of the IG. These written opinions shall be made part of the Promotion File. The IG shall make the final decision on who will be promoted, and in doing so may, at his/her discretion create a prequalified candidate promotion list for potential vacancies for up to one year following the conclusion of the promotional sequence.

3. For each promotional decision made by OIG, the IG shall complete a promotional decision memorandum stating the reason(s) the selected individual was promoted. This memorandum shall be made part of the Promotion File.

4. As to each promotional decision made by OIG, the employee who has been promoted, the IG, and all OIG employees who participated in the promotional process shall, under penalties of perjury and possible loss of employment, sign a Hire Certification Form stating that, except for the consideration of political factors for the sole purpose of addressing possible conflicts of interest, the evaluation of the employee, the promotional decision and the recommendations regarding the employee were not based on or affected by Political Reasons or Factors or Improper considerations, including political sponsorship, affiliation, support, or any other factor that is not job-related. Hire Certification Forms shall be made part of the Promotion File.

5. At least one (1) week prior to the promoted employee's start date in the new position, the Promotion File shall be forwarded to the OIG DEIC Section for compliance review. The Promotion File shall be reviewed and returned to the OIG Administrative Section within 48 hours.

6. For those employees promoted by OIG, the Promotion File will be maintained by OIG for ten (10) years unless otherwise required by law. For employees considered but not promoted, the Promotion File will be maintained by the OIG for a period of five (5) years unless otherwise required by law. The Promotion File and other promotion documentation shall remain confidential within OIG and shall not be disclosed. Nothing in this document shall make the Promotion File or other promotion documentation a public record.

Appendix 1

Office of Inspector General Senior Manager List: (Last modified September 24, 2020)

First Deputy Inspector General

Deputy Inspector General

Director of Diversity, Equity, Inclusion and Compliance (Project Manager)

Associate General Counsel

Chief Investigator

Chief Assistant Inspector General

Chief Data Information Analyst

Chief Forensic Data Analyst

Chief of Hiring Oversight

Chief Performance Analyst

Director of Public Affairs

Project Director

Supervisor of Personnel Administration



Joseph M. Ferguson
Inspector General

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City of Chicago

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Telephone: (773) 478-7799
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*Memorandum of Understanding
Between the Law Department and the Office of Inspector General
Regarding Investigations of the Office of Inspector General
June 15, 2009
Revised April 2017*

The City of Chicago Office of Inspector General, through Inspector General Joseph M. Ferguson, and the City of Chicago Law Department, through Corporation Counsel Edward N. Siskel, agree that the following protocol will govern complaints against employees of the Office of Inspector General.

I. DEFINITIONS

“City OIG” means the City of Chicago Office of Inspector General.

“Corporation Counsel” means the Corporation Counsel for the City of Chicago.

“Hybrid Complaint” means a complaint making allegations both against one or more members of City OIG Management and against one or more City OIG employees who are not City OIG Management.

“Inspector General” means the Inspector General for the City of Chicago.

“City OIG Management” means the persons holding the titles Inspector General, Chief of Staff, First Deputy Inspector General, and Deputy Inspector General.

“Outside Investigator” means an independent entity or individual engaged in the manner prescribed by this memorandum to investigate complaints against City OIG Management.

“Parks OIG” means the Chicago Park District Office of Inspector General.

II. TERMS OF PARTIES’ UNDERSTANDING

A. *Division of duties between Outside Investigator and City OIG*

1. Subject to the Parks OIG screening process established in subsection II.C below, an Outside Investigator shall investigate complaints against City OIG Management in the manner described in subsection II.E. City OIG will handle complaints against City OIG employees who are not City OIG Management in the manner described in subsection II.D.

2. In the case of a Hybrid Complaint, subject to the Parks OIG screening process established in subsection II.C below, an Outside Investigator shall perform the investigation, unless it is reasonably possible to divide the allegations into separate complaints against City OIG Management and City OIG employees who are not City OIG Management.

B. Receipt of Complaints

1. When City OIG receives a complaint against one or more City OIG employees, it will, as appropriate, either handle the complaint in the manner described in subsection II.D below or refer it to Parks OIG for screening pursuant to subsection II.C.

2. When a City employee or official outside of City OIG receives a complaint against one or more employees of City OIG, the recipient shall forward the complaint to either City OIG or the Corporation Counsel. If City OIG receives such complaint, it will, as appropriate, handle the complaint in the manner described in subsection II.D below or refer it to the Parks OIG for screening pursuant to subsection II.C. If the Corporation Counsel receives such complaint, he will, as appropriate, refer it to City OIG or Parks OIG.

C. Parks OIG Screening Process for Complaints Against City OIG Management

Parks OIG will screen complaints against City OIG Management in the manner described in the memorandum of understanding between the Inspector General and the Inspector General of the Chicago Park District executed on April 24, 2017 (copy attached hereto as Exhibit A).

D. Complaints handled by City OIG

1. When City OIG receives a complaint and does not refer it to Parks OIG pursuant to subsection II.C, City OIG will make the threshold determination whether the complaint merits a full investigation. In making this determination, City OIG will assume that the facts alleged are true, and determine whether they are sufficient to allow the imposition of legal and/or administrative sanctions against any subject of the complaint. If City OIG determines that the complaint is sufficient on its face, City OIG will undertake a preliminary inquiry crafted to assess, within a reasonably short time and expending a reasonably limited amount of its institutional resources, whether a full investigation is merited. This preliminary inquiry may include, among other things, reviewing publicly available and internal City OIG documents, and interviewing principal witnesses.

2. If City OIG determines that a complaint referred by the Corporation Counsel does not merit a full investigation, City OIG will inform the Corporation Counsel of the determination. If the Corporation Counsel disagrees, the Corporation Counsel will confer with City OIG in an attempt to reach agreement. If the disagreement remains and the Corporation Counsel continues to believe that the complaint merits a full investigation, City OIG will conduct a full investigation of the complaint.

3. If City OIG conducts a full investigation, it will issue a report at the conclusion stating whether the allegations are sustained or not sustained. If City OIG sustains

one or more allegations, the report will summarize the basis for City OIG's findings and conclusions. City OIG will send a copy of the report to the Corporation Counsel and Mayor. City OIG, consonant with its regulations, shall ensure that the staff involved with any threshold determination and/or full investigation pursuant to subsection II.D do not have a conflict of interest related to the matter.

E. Complaints investigated by Outside Investigator

1. When Parks OIG determines pursuant to subsection II.C above that a complaint merits a full investigation, an Outside Investigator will be retained. Outside Investigators will be chosen jointly by the Inspector General and the Corporation Counsel. Each Outside Investigator shall have the maximum amount of independence from the City of Chicago government and City OIG, and the maximum amount of experience regarding this type of investigative work. The Outside Investigator shall investigate fully the complaint considered during the threshold review; however, if in the course of the investigation the Outside Investigator becomes aware of unrelated potential misconduct, the Outside Investigator will present the allegation to the Corporation Counsel and the Inspector General for approval to investigate prior to conducting work on the new matter. In the case of a Hybrid Complaint where it is not reasonably possible to divide the allegations against City OIG Management and City OIG employees who are not City OIG Management into separate complaints, the Outside Investigator shall handle the entire matter.

2. Each Outside Investigator shall be provided access to all City OIG personnel and records, subject to the provisions below. City OIG will cooperate fully with Outside Investigators' investigations. The Outside Investigator shall conduct its investigation in accord with City OIG's published rules and regulations, affording subjects and witnesses the rights provided. If an Outside Investigator requests information from City OIG, through records or interviews, that would cause information to be disclosed that is protected by grand-jury secrecy rules, City OIG will inform the Outside Investigator that City OIG is unable to provide certain documents or answer certain questions because of grand-jury secrecy rules. If an Outside Investigator requests information from City OIG, through records or interviews, that would otherwise compromise the confidentiality or integrity of an ongoing City OIG investigation if disclosed, City OIG will provide this information to the Outside Investigator, but may inform the Outside Investigator that this information may not be disclosed to anyone other than employees of the Outside Investigator working on the investigation and City OIG, including in any final investigative report, unless and until the Inspector General authorizes disclosure.

3. When an Outside Investigator completes an investigation, it shall issue a report stating whether the allegations are sustained or not sustained. If the Outside Investigator sustains one or more allegations, the report shall summarize the Outside Investigator's basis for its findings and conclusions. The Outside Investigator may determine what form the report shall take. If City OIG has informed the Outside Investigator that certain information may not be disclosed, the Outside Investigator shall redact this information from the report in a manner satisfactory to City OIG before disclosing the report to anyone other than employees of the Outside Investigator working on the investigation and City OIG. Upon completing any required

redaction, the Outside Investigator shall send a copy of the report to the Inspector General, the Corporation Counsel, and Mayor.

F. Cost of Work By Outside Investigator

Outside Investigator fees and costs will be paid by the Law Department (50%) and City OIG (50%). The Outside Investigator shall send a copy of the bill for its work to both the Inspector General and the Corporation Counsel. The bill shall follow the Law Department's rules for legal fees and costs for outside law firms, including the rule setting the cap on hourly rates. Outside Investigators shall endeavor to staff investigations in a manner that avoids unreasonable fees and costs.

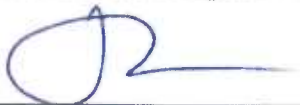
G. Confidentiality

All investigatory files and reports prepared pursuant to this memorandum of agreement by an Outside Investigator, Parks OIG, and City OIG will be confidential and will not be divulged to any person or agency, other than:

1. as provided in this memorandum;
2. pursuant to court order;
3. if the Outside Investigator, Parks OIG, City OIG, the Corporation Counsel, or the Mayor determines that such files and reports should be divulged to federal, state, or local law enforcement authorities; or
4. within City OIG, as determined by the Inspector General, in order to take steps considered necessary by the Inspector General to address any negative findings or conclusions in a report by the Outside Investigator or Parks OIG.

III. EFFECTIVE DATE AND DURATION

This memorandum of understanding shall be in effect for two years following its execution by both parties. It may be renewed for additional two-year terms. City OIG or Corporation Counsel may withdraw from the memorandum of understanding at any time by providing written notice fourteen days in advance to the other party, provided, however, that if an investigation pursuant to this MOU is pending at the time of notice, the MOU shall remain in effect until the completion of that investigation.



Joseph M. Ferguson
Inspector General

4/24/17

Date



Edward N. Siskel
Corporation Counsel

4/24/17

Date

EXHIBIT A



Joseph M. Ferguson
Inspector General

OFFICE OF INSPECTOR GENERAL
City of Chicago

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*Memorandum of Understanding
Between the City of Chicago Office of Inspector General
and the Chicago Park District Office of Inspector General
Regarding Investigations of their Offices
April 2017*

WHEREAS, the City of Chicago Office of Inspector General (City OIG) and Chicago Park District Office of Inspector General (Parks OIG) are charged with, among other things, investigating misconduct by public officials and employees who fall under their respective jurisdictions; and

WHEREAS, the City OIG and Parks OIG recognize that there must be a transparent system for processing complaints against their own employees; and

WHEREAS, this system must provide for independent and objective review and investigation of such complaints to ensure the public's confidence in the institutions charged with overseeing its government; and

WHEREAS, the City OIG and the Parks OIG seek to establish a system of review and investigation that is efficient and cost-effective for taxpayers;

NOW, THEREFORE, the City OIG and Parks OIG enter into the following Memorandum of Understanding:

I. DEFINITIONS

"City OIG" means the City of Chicago Office of Inspector General.

"City OIG Management" means the persons holding the titles Inspector General, Chief of Staff, First Deputy Inspector General, and Deputy Inspector General.

"Corporation Counsel" means the Corporation Counsel for the City of Chicago.

"Hybrid Complaint" means a complaint making allegations both against (1) one or more members of City or Parks OIG Management; and (2) one or more non-management employees of City or Parks OIG.

"Outside Investigator" means an independent entity engaged to investigate complaints against City or Parks OIG Management.

“Parks OIG” means the Chicago Park District Office of Inspector General.

“Parks OIG Management” means the Inspector General, Assistant Compliance Officer, and Legal Investigator.

II. TERMS OF PARTIES’ UNDERSTANDING

A. *Complaints Against City OIG Management And Hybrid Complaints Against City OIG Personnel*

1. In the event of a complaint against City OIG Management, or a Hybrid Complaint that is not reasonably possible to divide into separate complaints against City OIG Management and City OIG employees who are not City OIG Management, at the request of City OIG or the Corporation Counsel, Parks OIG will make a threshold assessment whether the complaint/Hybrid Complaint merits a full investigation by an Outside Investigator (hereafter, “screening process”). In performing the screening process, Parks OIG will assume that the facts alleged are true, and determine whether they are sufficient to warrant the imposition of legal and/or disciplinary sanctions against any subject of the complaint/Hybrid Complaint. If Parks OIG determines that the complaint is sufficient on its face, Parks OIG will undertake a preliminary inquiry crafted to assess, within a reasonably short time and expending a reasonably limited amount of its institutional resources, whether a full investigation is merited. This preliminary inquiry may include, among other things, reviewing publicly available and internal City OIG documents, and conducting preliminary interviews of principal witnesses.

2. During the screening process, Parks OIG shall have access to all City OIG personnel and records. City OIG shall cooperate fully in the screening process. If Parks OIG requests records or interviews that would disclose information protected by grand-jury secrecy rules, City OIG shall inform Parks OIG that those rules bar compliance with the request. If Parks OIG requests information that would otherwise compromise the confidentiality or integrity of an open City OIG investigation, City OIG shall provide the information to Parks OIG, but may inform Parks OIG that the information may not be disclosed unless and until City OIG authorizes the relevant disclosure.

3. Upon completing the screening process, Parks OIG shall advise City OIG in a determination letter whether the complaint/Hybrid Complaint merits a full investigation. If the Corporation Counsel referred the complaint/Hybrid Complaint to Parks OIG, Parks OIG shall provide a copy of its determination letter to the Corporation Counsel.

B. *Complaints Against Parks OIG Management And Hybrid Complaints Against Parks OIG Personnel*

1. In the event of a complaint against Parks OIG Management, or a Hybrid Complaint that is not reasonably possible to divide into separate complaints against Parks OIG Management and Parks OIG employees who are not Parks OIG Management, at the request of Parks OIG, City OIG will make a threshold assessment whether the complaint/Hybrid Complaint merits a full investigation by an Outside Investigator (hereafter, “screening process”). In

performing the screening process, City OIG will assume that the facts alleged are true, and determine whether they are sufficient to warrant the imposition of legal and/or disciplinary sanctions against any subject of the complaint/Hybrid Complaint. If City OIG determines that the complaint is sufficient on its face, City OIG will undertake a preliminary inquiry crafted to assess, within a reasonably short time and expending a reasonably limited amount of its institutional resources, whether a full investigation is merited. This preliminary inquiry may include, among other things, reviewing publicly available and internal Parks OIG documents, and conducting preliminary interviews of principal witnesses.

2. During the screening process, City OIG shall have access to all Parks OIG personnel and records. Parks OIG shall cooperate fully in the screening process. If City OIG requests records or interviews that would disclose information protected by grand-jury secrecy rules, Parks OIG shall inform City OIG that those rules bar compliance with the request. If City OIG requests information that would otherwise compromise the confidentiality or integrity of an open Parks OIG investigation, Parks OIG shall provide the information to City OIG, but may inform City OIG that the information may not be disclosed unless and until Parks OIG authorizes the relevant disclosure.

3. Upon completing the screening process, City OIG shall advise Parks OIG in a determination letter whether the complaint/Hybrid Complaint merits a full investigation.

C. Confidentiality

All investigatory files and reports prepared pursuant to this memorandum of understanding by City OIG or Parks OIG will be confidential and will not be divulged to any person or agency, other than:

1. as provided in this memorandum;
2. pursuant to court order;
3. if the City OIG or Parks OIG determines that such files and reports should be divulged to federal, state, or local law enforcement authorities; or
4. within City OIG or Parks OIG, as determined by their respective Inspector General, in order to take steps considered necessary to address any negative findings or conclusions reached as a result of the screening process.

III. EFFECTIVE DATE AND DURATION

This memorandum of understanding shall be in effect for two years following its execution by both parties. It may be renewed for additional two-year terms. City OIG or Parks OIG may withdraw from the memorandum of understanding at any time by providing written notice fourteen days in advance to the Inspector General of the other party, provided, however, that if a screening pursuant to this MOU is pending at the time of notice, the MOU shall remain in effect until the completion of that screening.

In witness whereof, the parties hereto have executed this Memorandum of Understanding between the City of Chicago OIG and the Park District OIG, as of the last date of execution below.



Joseph M. Ferguson
City of Chicago Inspector General

4/24/17

Date



Will Fletcher
Chicago Park District Inspector General

Apr 24, 2017

Date