IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

IN RE:	RANDY DUNN, RANDAL THOMAS, and SOUTHERN ILLINOIS UNIVERSITY CARBONDALE	))))	OEIG Case #17-02333

OEIG FINAL REPORT (REDACTED)

Below is a final summary report from an Executive Inspector General. The General Assembly has directed the Executive Ethics Commission (Commission) to redact information from this report that may reveal the identity of witnesses, complainants or informants and "any other information it believes should not be made public." 5 ILCS 430/20-52(b).

The Commission exercises this responsibility with great caution and with the goal of balancing the sometimes-competing interests of increasing transparency and operating with fairness to the accused. In order to balance these interests, the Commission may redact certain information contained in this report. The redactions are made with the understanding that the subject or subjects of the investigation have had no opportunity to rebut the report's factual allegations or legal conclusions before the Commission.

The Commission received this report from the Governor's Office of Executive Inspector General ("OEIG") and a response from the agency in this matter. The Commission, pursuant to 5 ILCS 430/20-52, redacted the final report and mailed copies of the redacted version and responses to the Attorney General, the Executive Inspector General for the Governor, Southern Illinois University Carbondale, and to Randy Dunn and Randal Thomas at their last known addresses.

The Commission reviewed all suggestions received and makes this document available pursuant to 5 ILCS 430/20-52.

I. ALLEGATIONS AND EXECUTIVE SUMMARY

The Office of Executive Inspector General (OEIG) received a complaint on November 14, 2017, alleging that after Dr. Carlo Montemagno[1] became the Chancellor of Southern Illinois University (SIU) Carbondale (SIUC) in August 2017, his daughter and son-in-law were improperly hired into positions at SIUC and [one and one-half sentences redacted related to unfounded allegations and complaints.][2]

Several of the subsequent complaints filed with the OEIG that were closed down into this investigation included additional allegations as follows:

[1] Dr. Montemagno passed away on October 11, 2018. For purposes of this report, Dr. Montemagno and others will be discussed and referred to according to the positions that they held at the time of the alleged wrongdoing.
[2] These subsequent complaints that were closed down into this investigation include Case Nos. 17-02379, 18-00231, 18-00245, 18-00274, 18-00444, and 18-00476.

- [One sentence containing an unfounded allegation redacted.][3],[4]

- Dr. William Bradley Colwell initially was hired as the SIUC Interim Chancellor without going through a formal search process and Dr. Colwell obtained his Vice President for Academic Affairs position without a formal search process;[5] and that [One partial sentence containing an unfounded allegation redacted.];[6]

- [One sentence containing an unfounded allegation redacted.][7] and

- [One sentence containing an unfounded allegation redacted.][8],[9]

During its investigation, the OEIG determined that the hiring of Dr. Montemagno's daughter and son-in-law stemmed from his employment negotiations with Dr. Dunn. After Dr. Montemagno was selected as the Chancellor, the Board of Trustees tasked Dr. Dunn, along with Board Chair Randal Thomas[10] and SIU General Counsel Lucas Crater, with working out Dr. Montemagno's employment agreement terms. As part of the employment negotiations, Dr. Dunn made a side agreement with Dr. Montemagno to hire his family members. SIUC subsequently hired Dr. Montemagno's daughter, Melissa Germain, into an Administrative or Professional position, and his son-in-law, Jeffrey Germain, was placed into a Civil Service Extra Help position, without going through proper hiring procedures.

Melissa Germain filled a position created solely for her and, additionally, the position type was one that required that the position be advertised and that a search committee review applications and interview applicants. The position was not advertised and no search was conducted. Jeffrey Germain's placement into a Civil Service position did not adhere to the rules on Civil Service appointments. The Board of Trustees was unaware of the inclusion of the Germains' hires as a side agreement between Dr. Dunn and Dr. Montemagno and only learned of the hires after the Germains started in their positions.

Furthermore, the OEIG found that after Dr. Colwell was not selected as the permanent SIUC Chancellor, Dr. Dunn placed him into an Administrative or Professional position without conducting a search. The Board of Trustees approved Dr. Colwell's salary, as required for a

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[3] [Redacted].

[4] This complaint was originally assigned Case No. 18-00347, and was subsequently closed into this investigation.

[5] This complaint was originally assigned Case No. 18-00252, and was subsequently closed into this investigation.

[6] This anonymous complaint was originally assigned Case No. 18-00444, and was subsequently closed into this investigation. [Four sentences related to unfounded allegations redacted.]

[7] This complaint was originally assigned Case No. 18-00622, and was subsequently closed into this case to be investigated. [Two sentences related to unfounded allegations redacted.] For these reasons, this allegation is **UNFOUNDED**.

[8] Dr. Randy Dunn was removed as President by the Board of Trustees during the course of this investigation for reasons unrelated to the allegations in this case.

[9] This complaint was originally assigned Case No. 18-01221, and was subsequently closed into this investigation. [Three sentences related to unfounded allegations redacted.]

[10] Board Chair Randal Thomas stepped down as Board Chair in February 2018.

position earning an annual salary of $150,000 or more, but was unaware of how Dr. Dunn placed Dr. Colwell into the position.

The OEIG determined that the remaining allegations in this case were unfounded.

II. BACKGROUND

A. SIUC Hiring Policies For Administrative Or Professional Positions

As a public university in the State of Illinois, SIUC belongs to the State Universities Civil Service System (Civil Service System). There are two major categories of employment at institutions within the Civil Service System: (1) Civil Service positions, the appointment to which is governed by the State Universities Civil Service Act, 110 ILCS 70/0.01 et seq. and; (2) Administrative or Professional positions, which are subject to separate hiring procedures. SIUC's hiring policy contains specific procedures that the hiring unit must follow in filling an Administrative or Professional position. Broadly, these include advertising the position, forming a search committee, having the committee review applications to determine which candidates to interview, conducting interviews, and selecting a successful candidate.

Before the position can be advertised, the department chair or hiring unit administrator must first create a position description, announcement, ad copy, and proposed recruitment procedures.[11] Each item must contain specific information and must be approved by the appropriate dean or director, the appropriate vice chancellor or designee, and the Affirmative Action Office, which may modify the proposed recruitment procedures in order to yield a diverse applicant pool.[12] SIUC's policy states that, "The search/screening committee is the essential component to the recruitment and hiring of faculty and administrative/professional staff."[13] In most instances, an SIUC search committee consists of at least three members.[14] The search committee receives and reviews applicant materials and utilizes consistent screening procedures in selecting candidates to interview.[15] SIUC recommends that at a minimum, three applicants should be interviewed for a full-time position.[16] Before interviews can be scheduled, the vice chancellor and Affirmative Action must review and approve the screening procedures used and the candidates selected to interview.[17] The hiring unit must document its recommendation for appointment and obtain the approval of the vice chancellor and Affirmative Action before making an employment offer.[18] Once an offer has been made and accepted, the hire is completed through the submission of Appointment papers to the hiring administrator.[19]

If a hiring unit wishes to bypass the procedures described above, it may seek approval for a search waiver. Search waivers "may be granted on a case-by-case basis" and must be approved

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[11] https://policies.siu.edu/employees-handbook/chapter2/appt-policies/faculty-ap-staff/hiringfa.php (last visited July 17, 2018).
[12] Id.
[13] Id.
[14] Id.
[15] Id.
[16] Id.
[17] Id.
[18] Id.
[19] Id.

by the vice chancellor and Affirmative Action.[20] SIUC's policy for Administrative or Professional positions identifies the following five instances in which approval of a search waiver "may be appropriate:" (1) in emergency situations, such as the sickness, death, or sudden resignation of an SIUC employee, when a candidate pool can be developed immediately;[21] (2) to effectuate the hire of a visiting faculty member "with known professional distinction;" (3) when a grant identifies specific researchers; (4) to temporarily appoint someone to a position while a permanent search is underway[22] and; (5) to promote "qualified internal staff."[23] SIUC policy provides that, except for promotional purposes, when granted, a search waiver is generally valid for up to one year.[24] The policy notes that it would also be appropriate to authorize a search waiver for a continuing contract to retain "a candidate whose special qualifications may enhance the [employing] unit's productivity and affirmative action compliance."[25]

B. SIU Hiring Policies For The Chancellor Position And Vice President For Academic Affairs Position

The Board of Trustees has additional policies requiring its approval or ratification of appointments earning annual salaries of $150,000 or more, including positions such as the Chancellor and Vice President for Academic Affairs.[26] Positions that fall within the Administrative or Professional category, and thus follow the above policies, must also receive Board of Trustees' approval prior to the appointment of the selected candidate.

C. SIU Hiring Policies For Extra Help Appointments

As noted above, the other major category of employment at institutions within the Civil Service System consists of Civil Service positions, which are subject to the requirements of the State Universities Civil Service Act. Pursuant to the Act, all Civil Service positions are under the control of the University Civil Service Merit Board (Merit Board).[27] Among other duties, the Merit Board approves a classification plan, assigns positions to the appropriate class, determines compensation and authorizes examination standards for positions within each class. Only individuals who have completed an examination for a position within a particular Civil Service classification are eligible for appointment to a position within that class.

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[20] Id.

[21] The policy notes that in such instances, the candidate pool should contain both internal candidates and candidates from existing pools, and states that, "If a pool does not exist, one may be generated by word-of-mouth and through local advertising."

[22] According to SIUC's policy, this would be considered an Acting Appointment, which generally could not be made for more than one year, at which time the search to fill the position permanently would need to be completed.

[23] The policy specifically notes that when doing so, departments "**must** (emphasis added) consider all qualified internal candidates for a promotional opportunity."

[24] Id.

[25] Id.

[26] *See* http://siusystem.edu/board-of-trustees/legislation/board-legislation-policies.shtml#2B (last visited August 8, 2018). Specifically, Board approval is required prior to an appointment of professional staff receiving an annual salary of $150,000 or more.

[27] 110 ILCS 70/36b(3).

The Civil Service rules also authorize six types of "Non-Status Civil Service Appointments."[28] An Extra Help appointment is one of the six types of Non-Status Civil Service Appointments. Extra Help appointments are intended to be used to address situations that are "casual or emergent in nature," and which meet the following conditions: (1) the amount of time the services will be needed is not predictable; (2) compensation is on an hourly basis and; (3) the work "cannot readily be assigned" to a status appointment employee, either as regular time or as overtime.[29]

When filling an Extra Help appointment, the hiring unit must meet certain requirements. Key among these is that an Extra Help appointment may only be filled from a list of "Acceptable" applicants maintained by the employer. An "Acceptable" list identifies applicants who have been predetermined by the employer through a qualifications review, a verbal interview, and in some instances, an examination, to be qualified to fill an Extra Help position within a broad classification, for example, administrative, professional, technical, clerical, trades, and service.[30] In filling an Extra Help appointment, a hiring unit may only choose from applicants who have been referred by the employer from the appropriate "Acceptable" list.[31]

III. INVESTIGATION

A. The Negotiation Of Dr. Carlo Montemagno's Employment Agreement

Dr. Montemagno's daughter, Melissa Germain, and son-in-law, Jeffrey Germain, were hired at SIUC shortly after Dr. Montemagno was selected as the Chancellor. The OEIG reviewed hiring documents for the Chancellor position, as well as hiring documents for the Germains. The OEIG also reviewed emails and closed session audio recordings and written minutes from Board of Trustees meetings, and interviewed a number of SIUC employees and Board of Trustees members.

1. SIUC's Search for a Chancellor

SIUC experienced turnover in the Chancellorship position over approximately a four-year period. Dr. Rita Cheng served as Chancellor until 2014, and then SIUC had a series of interim appointments. Upon Dr. Cheng's departure, Dr. Paul Sarvela, a long-time SIUC employee, stepped in as Interim Chancellor and served until he unexpectedly passed away in November 2014. At that point, Dr. Dunn, who then served as SIU President, took over the additional Interim Chancellor duties while SIUC attempted to find a new Interim Chancellor. In 2015, the Board of Trustees tasked Dr. Dunn with developing a plan to select and recommend an Interim Chancellor to serve for a two-year term while SIUC engaged in a formal Chancellor search.[32]

After failing to find a potential interim candidate through an internal search, Dr. Dunn recommended his former SIUC colleague, William Bradley Colwell, for the Interim Chancellor position. At the time, Dr. Colwell was serving as a Dean at Bowling Green University in Ohio.

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[28] 80 Ill. Adm. Code Part 250.70(a)-(f).
[29] Id. at § (f)(1)(A)-(C).
[30] Id. at § (f)(2)-(3); (5).
[31] Id. at § (f)(3).
[32] SIU Board of Trustees meeting minutes, July 16, 2015.

The SIU Board of Trustees approved Dr. Colwell as Interim Chancellor, and he started in October 2015.

SIUC then began a formal search for a permanent Chancellor in 2016. The first search attempt failed when the selected candidate did not accept the position. SIUC started a second search, and the search committee reviewed applications. The committee selected the following four finalists after an eight-month search: Dr. Colwell, Dr. Montemagno, [Chancellor Candidate 1], and [Chancellor Candidate 2]. The Board of Trustees interviewed each candidate on June 15, 2017,[33] and ultimately selected Dr. Montemagno for the Chancellor position.

The Board of Trustees met on July 12 and July 13, 2017. After meeting to discuss various issues during the closed session meeting on July 12, the Board of Trustees formally approved the appointment of Dr. Montemagno as part of its agenda on July 13, 2017.

2. Interview of Dr. Montemagno Regarding the Request for Family Hires

OEIG investigators interviewed SIUC Chancellor Dr. Carlo Montemagno on August 10, 2018. Dr. Montemagno stated that he had served as the SIUC Chancellor since August 15, 2017. He said that, prior to SIUC, he had worked in higher education since 1995, most recently as the Director of the Ingenuity Lab at the University of Alberta in Canada. Dr. Montemagno stated that he reported to the SIU President.

Dr. Montemagno described his application process to investigators and said that after he interviewed with the Board of Trustees (June 15, 2017), Dr. Dunn called him four or five days later and told him he was the preferred candidate conditional on final approval by the Board of Trustees. Dr. Montemagno stated that he worked with Dr. Dunn and SIU General Counsel Lucas Crater regarding his employment negotiations. According to Dr. Montemagno, his requests primarily had to do with moving expenses and employment opportunities for his daughter, Melissa Germain, and son-in-law, Jeffrey Germain. Dr. Montemagno stated that he expressed that the employment opportunities for his family were critical and needed to happen. Although he negotiated other portions of his employment agreement with Mr. Crater, Dr. Montemagno said that he did not recall discussing his family hires with Mr. Crater.

According to Dr. Montemagno, he requested opportunities for his daughter and son-in-law very early on in the negotiations with Dr. Dunn, if not the first conversation. He said he informed Dr. Dunn of their professional qualifications and Dr. Dunn responded that there was enough need on campus related to their experience that finding positions for them would not be a problem. Dr. Montemagno said that, during that same conversation, Dr. Dunn told him to reach out to [SIU Official 1] for Melissa and [SIU Official 2] for Jeffrey. Dr. Montemagno said he passed his

[33] OEIG investigators reviewed minutes and closed session audio recordings from the June 15, 2017, Board of Trustees meeting. The written minutes stated that a quorum was physically present and, with regard to the "Matter Regarding Chancellor, SIUC," Board Chair Randal Thomas "reported that much progress was made, and the Board had nothing to report at the time." In the recordings of the June 15, 2017, meeting, the Board of Trustees [One sentence fragment and one sentence redacted related to a closed session Trustee meeting.]

daughter and son-in-law's resumés via email to [SIU Official 1] and [SIU Official 2], respectively.[34]

Dr. Montemagno stated that he asked Dr. Dunn to include the Germains' hires in his employment agreement at the time of the request, but Dr. Dunn immediately told him it would not be included, and the hires would be a "side agreement." According to Dr. Montemagno, Dr. Dunn told Dr. Montemagno that he would prefer it as a verbal agreement and that he [Dr. Dunn] would take care of it.[35]

3. Correspondence Between Dr. Dunn and the Board of Trustees Regarding Dr. Carlo Montemagno's Agreement[36]

a. Dr. Dunn's June 20, 2017, Email[37]

Investigators reviewed an email sent from "Randy J. Dunn" on June 20, 2017, (June 20 email) with a subject line reading "UPDATE: CONFIDENTIAL: SIUC Chancellor Search." The email informed the Board of Trustees about the negotiations with Dr. Montemagno and stated that there was agreement on "key items," such as an annual salary of $340,000 and a four-year employment agreement term.

Dr. Dunn added that "Carlo also brought up the question of a spousal hire (she appears to have a background as an engineering laboratory director)[38] but the thinking at present is to try and keep that element out of the contract if possible, and instead deal with the request per standard search procedures given the spouse's qualifications, funding source, etc."

b. Dr. Dunn's June 27, 2017, Email[39]

Investigators reviewed an email dated June 27, 2017 (June 27 email), which was sent from "Randy J. Dunn" and contained a subject line reading "PLEASE REVIEW: Carlo Contract; SIUC Acting Chancellor." Dr. Dunn followed up on the status of the employment negotiations with an

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[34] Investigators obtained and reviewed emails sent from Dr. Montemagno to [SIU Official 1], and [SIU Official 2], which included Melissa and Jeffrey Germain's resumes, respectively.

[35] OEIG investigators reviewed audio recordings of a closed session of the Board of Trustees on February 7, 2018. In that recording, Dr. Montemagno told the Board of Trustees the same information he relayed to the OEIG including the fact that Dr. Dunn informed Dr. Montemagno the hires would not be set forth in the employment agreement, but they would be a "side agreement, a gentleman's agreement."

[36] The OEIG requested emails from Dr. Dunn's account that were sent during his negotiation with Dr. Montemagno. Specifically, the OEIG requested, and SIU provided, emails sent on June 20, 2017; June 27, 2017; July 7, 2017; and July 9, 2017. Emails from those dates were referenced during the Board of Trustees' February 2018 closed session meeting during which the Trustees discussed Dr. Dunn's actions during Dr. Montemagno's negotiations. Some of the emails were provided with redactions made by SIU. The SIU Ethics Officer, Michelle Taylor, informed the OEIG that SIU redacted Trustees' personal email addresses.

[37] This email indicated that it was sent to Misty Whittington, the SIU Board of Trustees Executive Secretary, and the following Trustees: Mr. Thomas, Dr. Shirley Portwood, Mr. Joel Sambursky, Mr. Phil Gilbert, Ms. Amy Sholar, and Dr. Marsha Ryan. Two additional names were redacted by SIU prior to the OEIG receiving it.

[38] During the course of its investigation, the OEIG learned that these qualifications belonged to Jeffrey Germain.

[39] Dr. Dunn sent this email to Misty Whittington, Mr. Crater, Mr. Thomas, Dr. Portwood, Mr. Sambursky, Mr. Gilbert, Ms. Sholar, and Dr. Ryan.

email on June 27, 2017. Dr. Dunn said that he and Mr. Crater were at a point in the negotiations where they needed some "direction" from the Board of Trustees. Dr. Dunn stated that "Carlo has requested a number of items that, on their face, are not entirely unheard of – but at the same time are not common for SIU senior administrator contracts, and could have a significant dollar value attached to them." Dr. Dunn then listed out five items that Dr. Montemagno requested, including full payment for moving expenses; travel expenses and temporary living allowance; "more permissive" language around outside employment; changes to the termination without cause provision; and consideration of a performance bonus. The issue of a spousal or family hire was not included in the email.

Dr. Dunn wrote that Board Chair Thomas agreed to receive "calls or emails from each of the Trustees separately for you to weigh in with him on what you are comfortable to do...and what you aren't...on the contract." He asked the Board members to "please call, text, or email the General and provide him some guidance on where your limits are."[40] In bolded type, Dr. Dunn wrote "**it would be very helpful if you could contact the Chair within the next 48 hours or so at most.**"

c. Dr. Dunn's July 7, 2017, Email[41]

Investigators reviewed an email dated July 7, 2017 (July 7 email), that was sent from the account of rdunn@siu.edu and bore a subject line reading "PLEASE REVIEW: Budget; FSP: Carlo." Dr. Dunn wrote to the Board of Trustees that "we are at 97.5% agreement (how's that for exact) with Carlo Montemagno on his employment agreement to serve as the next chancellor at Carbondale."

Dr. Dunn further said, "Luke and I have relied on General Thomas for direction on how far to take a given item during negotiations—and we'll have the document available for review once we know we're home free." He added that he believed "we (SIU) moved quite sufficiently to get a contract that is of Carlo's liking...but one that you can defend with a straight face when the details are made public."

Dr. Dunn's July 7 email did not address or refer to a spousal or family hire.

d. Dr. Dunn's July 9, 2017, Email[42]

Investigators reviewed an email sent from "Randy J. Dunn" that was dated July 9, 2017, (July 9 email). The subject line was titled "INFORMATION: Some Promised Things." He notified the Board of Trustees that "we did come to a full agreement on an employment contract for Carlo to serve as the next chancellor of SIU Carbondale." He stated that, "as opposed to me writing a summary of the points for you here, I have just attached a copy of it instead." However,

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[40] Mr. Thomas confirmed during his OEIG interview that he is sometimes referred to as "General."

[41] Dr. Dunn sent this email to Ms. Whittington, Mr. Thomas, Dr. Portwood, Mr. Sambursky, and Dr. Ryan. One additional name was redacted by SIU.

[42] Dr. Dunn sent this email to Ms. Whittington, Mr. Crater, Mr. Thomas, Dr. Portwood, Mr. Sambursky, Mr. Gilbert, Ms. Sholar, and Dr. Ryan. Two additional names were redacted by SIU.

Dr. Dunn did outline some points, and wrote that "we were all able to sort out some stickier issues related to moving Carlo's lab, potential family member employment, his businesses, etc."

Dr. Dunn's July 9 email did not mention the Germains nor did it clarify that the family member he referred to was not Dr. Montemagno's spouse as he stated in his June 20 email.

4. SIU's Employment Agreement with Dr. Montemagno

OEIG investigators obtained and reviewed Dr. Montemagno's employment agreement. The Board of Trustees and Dr. Montemagno entered into the written agreement on July 13, 2017. The agreement stated that his employment term of four years began on August 15, 2017. The agreement stated that the Board of Trustees hired him as Chancellor for an annual salary of $340,000, for which an increase could be negotiated after two years depending on certain performance factors. Dr. Montemagno's employment agreement included certain other benefits outside of retirement and health insurance, such as a $25,000 stipend for temporary housing and transition expenses; $61,000 for moving expenses for household, personal, and professional office possessions; an automobile for SIUC business use; and tenure in the SIUC College of Engineering.

The employment agreement did not include any terms or conditions related to Dr. Montemagno's family members being hired at SIUC.

5. Interview of SIU President Dr. Dunn Regarding the Hiring of Dr. Carlo Montemagno

On July 23, 2018, OEIG investigators interviewed Dr. Randy Dunn. Dr. Dunn stated that he was currently retired, but his most recent role at SIU was as President of the SIU system. In this role, he reported directly to the Board of Trustees.[43]

Dr. Dunn explained that the Board of Trustees selected Dr. Montemagno as its preferred candidate and then told him to move forward with Dr. Montemagno's negotiations. He said the negotiation team was set up as a "triumvirate" where he negotiated with Dr. Montemagno, General Counsel Lucas Crater wrote the employment agreement language, and Board Chair Randal Thomas communicated negotiation terms between Dr. Dunn and the Board of Trustees.[44] Dr. Dunn stated that the direction from Board of Trustees to himself was to do "whatever we got to do to get him [Dr. Montemagno] here," but he understood the process was supposed to be done ethically.

According to Dr. Dunn, Dr. Montemagno requested employment for a "family member" early in negotiations, but he (Dr. Dunn) assumed Dr. Montemagno meant a spouse. Dr. Dunn said Dr. Montemagno corrected him in a subsequent conversation during the negotiations and said that

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[43] The Board of Trustees removed Dr. Dunn as President in July 2018 for reasons unrelated to this investigation. Dr. Dunn stated that his separation agreement included a position as a visiting professor at SIU's Edwardsville campus beginning in January 2019. The OEIG obtained a copy of the separation agreement and confirmed that it included the visiting professor position beginning in January 2019. According to Dr. Dunn, visiting professors could participate in certain committees on campus and externally to represent the university.

[44] Dr. Dunn said that he began negotiating an employment agreement with Dr. Montemagno sometime between June 10, 2017, and June 13, 2017.

the hiring request was for his daughter, Melissa Germain. Dr. Dunn thought that Dr. Montemagno may have also asked for employment for his son-in-law, Jeffrey Germain, at that time.

Dr. Dunn told investigators that he had some discussion with Dr. Montemagno about Melissa Germain's qualifications, including her degree in geology and her background in communications. Dr. Dunn explained that he talked to Mr. Crater about the family hires but Mr. Crater did not want to obligate SIU to providing employment when there were uncertainties about skillsets and availability of positions. Dr. Dunn said he told Dr. Montemagno that the family hires would not be in the employment agreement but "overall we would try to do it."

Dr. Dunn agreed that it was accurate to describe Melissa Germain's hire as a "gentleman's agreement." When asked why Dr. Montemagno would accept her hire not being in the written employment agreement, Dr. Dunn said that he made a "firm promise" to Dr. Montemagno.

Dr. Dunn stated that he called Mr. Thomas after realizing that Dr. Montemagno was requesting family hires as opposed to a spousal hire, and he said he told Mr. Thomas that Dr. Montemagno's request was for his daughter. Dr. Dunn said that he thought Mr. Thomas would vet the issue with the Board of Trustees and call him back. According to Dr. Dunn, he did not have any follow up conversations with Mr. Thomas suggesting that the Board of Trustees knew or approved of Melissa Germain's hire.

In regard to the July 12 Executive Session [One sentence fragment redacted related to a closed session Trustee meeting.] , Dr. Dunn said "I don't have a good answer" for why he did not specify to the Board of Trustees that Dr. Montemagno wanted SIUC to hire his daughter rather than his spouse as he had previously written in his June 20 email.[45] He added that he had not specified in writing that the individual was Dr. Montemagno's daughter because he was concerned about the information being subject to Freedom of Information Act requests.

6. Interview of Board Chair Randal Thomas Regarding the Hiring of Dr. Montemagno

On July 25, 2018, OEIG investigators interviewed Mr. Thomas who stated that he had been the Chair of the Board of Trustees from May 2013 until February 2018, which spanned Dr. Montemagno's employment negotiations.[46]

Investigators discussed Mr. Thomas' knowledge of the family member hires during Dr. Montemagno's employment negotiation. Mr. Thomas said he learned of Melissa Germain's hire "after the fact," and that he learned of Jeffrey Germain's hire "after the fact, maybe through the media." With regard to whether he knew of at least Melissa Germain's hire during the negotiations, Mr. Thomas said "unfortunately, I was not in the know." However, when Mr. Thomas was asked whether Mr. Crater expressed a desire to keep the family hires out of the written employment agreement, Mr. Thomas said that he ***did*** recall this but not the specifics discussed or

[45] [Three sentences redacted related to a closed session Trustee meeting.]

[46] Mr. Thomas stated that he nominated fellow Trustee Amy Sholar as Board Chair in February 2018 but remains on the Board of Trustees.

when it was discussed. Mr. Thomas described the family hires as an agreement between Dr. Dunn and Dr. Montemagno, and he stated that "there was no knowledge by the Board [of Trustees]."

When asked to describe his Board Chair duties related to the negotiation of Dr. Montemagno's employment agreement, Mr. Thomas explained that "[he] was the conduit" between the Board of Trustees and Dr. Dunn. Mr. Thomas explained his Board Chair role as managing the Board of Trustees' processes through forward guidance, facilitating meetings, and "keep[ing] the communication flowing." According to Mr. Thomas, Dr. Dunn would talk to Mr. Thomas and Mr. Thomas would speak to the media on behalf of the Board of Trustees. Mr. Thomas agreed that his role as the conduit was to solicit feedback from the Board of Trustees and carry that information to Dr. Dunn.

Mr. Thomas said that, as a member of the Board of Trustees, he had been involved with employment agreements for Dr. Dunn, Dr. Montemagno, and the SIU Edwardsville Chancellor. Mr. Thomas said that he "scanned" Dr. Montemagno's employment agreement, and could not say one way or the other if the agreement included a family hire. According to Mr. Thomas, he did not speak with any members of the Board of Trustees about a family hire.[47]

During the interview, investigators played segments of the Board of Trustees' February 7, 2018, closed session recordings when [Sentence fragment redacted related to a closed session Trustee meeting.][48] Mr. Thomas denied any recollection of Dr. Dunn's June 20 email, which referenced a spousal hire. He said that he did not know what Dr. Dunn meant by his July 7 email stating that he relied on Mr. Thomas' direction during the negotiations. He said he did not provide any further guidance outside of the Board of Trustees' instructions to Dr. Dunn and Mr. Crater about the negotiations for the employment agreement. Mr. Thomas also denied any recollection of Dr. Dunn's July 9 email, which referenced a family member hire, but he added that he assumed he received it.

Mr. Thomas acknowledged receiving the June 27 email where Dr. Dunn requested feedback from the Board of Trustees through Mr. Thomas on five issues. He said that Dr. Dunn did not say it was important, he did not say "check with the Board [of Trustees]," and he "saw no warning" that he should check with the Trustees. When asked if, as "conduit," he should have followed up with the Trustees regarding Dr. Dunn's email, Mr. Thomas replied that he would have followed up "if [Dr.] Dunn said, 'this is important.'" When asked if it was his responsibility to communicate with the Board of Trustees regarding the five parameters that Dr. Dunn referenced in the June 27 email, Mr. Thomas said "yes." Mr. Thomas also said that if Melissa Germain's hire was implied in Dr. Dunn's emails he did not understand the implication.

7. Interview of SIU General Counsel Lucas Crater Regarding the Hiring of Dr. Montemagno

[47] On the February 7, 2018, executive session meeting recording, [One sentence fragment and one sentence redacted related to a closed session Trustee meeting.]

[48] [One sentence redacted related to a closed session Trustee meeting.] .

OEIG investigators interviewed Mr. Crater on August 13, 2018, and he stated that he started as an Associate General Counsel at SIU in 2006, became Interim General Counsel in 2013, and General Counsel in 2015. He said that he was appointed by and reports to the Board of Trustees, but the President was responsible for approving his time reporting.

Mr. Crater stated that he wrote approximately five employment agreements as SIU General Counsel. He explained that his role included drafting initial employment agreements at the request of the Board of Trustees. According to Mr. Crater, Dr. Montemagno's employment negotiations began after the Board of Trustees picked Dr. Montemagno to be the Chancellor and lasted approximately two to three weeks. He recalled the Board of Trustees telling himself, Dr. Dunn, and Mr. Thomas to proceed with Dr. Montemagno's negotiations.

Mr. Crater stated that with regard to Dr. Montemagno's employment negotiation, Dr. Dunn asked him to speak with Dr. Montemagno directly regarding some employment terms. Mr. Crater stated that he and Dr. Montemagno emailed employment agreement drafts back and forth "a couple of times." Mr. Crater explained that the terms he discussed with Dr. Montemagno did not include any discussion of a family member hire but instead were related to achievement matrices, moving expenses, and business consulting.

Toward the end of the negotiation period, Mr. Crater said that Dr. Dunn called him and told him that Dr. Montemagno had requested a "child" hire. Mr. Crater explained that Dr. Dunn said he told Dr. Montemagno "okay," but there would be a "normal hiring process" and the hire would not be in Dr. Montemagno's employment agreement. Mr. Crater said that he told Dr. Dunn he agreed with both the hire not being in the agreement and the "child" needing to go through normal hiring procedures. Mr. Crater explained that he did not want to obligate SIU to a hire when there were issues such as whether there were open positions.

Mr. Crater said he did not know details about Melissa Germain at the time he talked to Dr. Dunn about the "child" hire. He said he did not know if the individual was male or female and he did not know about background qualifications. He said he did not ask any follow up questions of Dr. Dunn regarding the hire.

Mr. Crater said that he discussed Dr. Montemagno's employment negotiation with Mr. Thomas while it was ongoing but could not remember if he and Mr. Thomas talked about any family hire.

8. SIU Trustees' Knowledge of the Agreement to Hire Dr. Montemagno's Daughter and Son-In-Law

OEIG investigators interviewed several members of the Board of Trustees including Mr. Sambursky and J. Phil Gilbert on October 3, 2018, and Dr. Shirley Portwood on October 24, 2018. All three acknowledged that Dr. Dunn and Mr. Crater were responsible for the negotiation of Dr. Montemagno's employment agreement, and the Board of Trustees was responsible for approving it.

All three denied knowing that the hires of Dr. Montemagno's daughter and son-in-law were part of Dr. Montemagno's employment negotiations. All three stated that they did not know that the request was part of a side agreement. In fact, none of them knew about the hiring of Melissa or Jeffrey Germain until after both started working for SIUC.[49]

Both Mr. Sambursky and Mr. Gilbert were familiar with Dr. Dunn's June 20 email that mentioned Dr. Montemagno's request for a spousal hire. Mr. Sambursky said that he told Mr. Thomas that he did not agree with that request and then did not see the issue raised again in an email or in the employment agreement. Mr. Gilbert said that he read Dr. Montemagno's employment agreement to see final terms for a spousal hire and, if it was included, whether the spouse was required to go through standard hiring procedures.

All three Trustees said that they would expect to see hires negotiated as part of that employment agreement in the final agreement. Mr. Sambursky and Mr. Gilbert expressed that it did not make sense to exclude such hires from the employment agreement, if for no other reason than transparency. Dr. Portwood said that it was important to include such hires so that both sides adhered to what was agreed upon.

According to Mr. Sambursky, the Board of Trustees has a Board Chair who is responsible for making sure the Trustees are on the same page and that Mr. Thomas was the Board Chair during Dr. Montemagno's employment negotiations. Mr. Gilbert explained that Mr. Thomas' position as Board Chair meant he was supposed to communicate between Dr. Dunn and the Board of Trustees. He added that Dr. Dunn specified in his June 27 email that Mr. Thomas give Dr. Dunn the Trustees' opinions on five items requested by Dr. Montemagno.

B. The Hiring Process Of Dr. Montemagno's Family Members

1. The Hiring Process and Employment of Dr. Montemagno's Daughter, Melissa Germain

Melissa Germain started as an SIUC Assistant Director for Communications (Assistant Director) on September 1, 2017, approximately two weeks after her father started as SIUC Chancellor.

A Position Request form for the Assistant Director position eventually filled by Ms. Germain was signed on July 26, 2017, by to [SIU Official 1], and signed on July 27, 2017, by Dr. Dunn as SIU President and Acting Chancellor.[50] The request form listed the position as "Assistant Director, University Communications" with the effective date of September 1, 2017, through June 30, 2018. The listed rationale for the position in the request form stated:

> The university has agreed to identify appropriate employment for the family member of a key hire. Melissa Germain brings relevant communications

[49] OEIG investigators listened to audio recordings of the Board of Trustees' February 7, 2018, executive session meeting. [Two sentences redacted related to a closed session Trustee meeting.]

[50] During their respective OEIG interviews, to [SIU Official 1] and Dr. Dunn confirmed their signatures on the Position Request form.

experience in a higher education environment and has a broad skill set that includes multiple aspects of communications and marketing, including working with print, news media, websites and social media, as well as strong communications, interpersonal and project management skills. I have spoken with her about her interests and skill sets, and they very much align with this position.

The position description, dated on July 26, 2017, and signed in the name of [SIU Official 1], listed position requirements as a minimum of four years of relevant experience and "experience working with multiple communications tools across multiple platforms – including social media, web, print and digital." The OEIG reviewed Ms. Germain's resumé which included four total years' experience in communications, including two years as a copy editor and two years as a Director of Communications. Skills listed on Ms. Germain's resumé included social media, "Establishing Web Presence," and "Content Generation (Press Releases, Organizational Reports, Web Content, Promotional Materials)."

SIUC records revealed that the Assistant Director position was not advertised, and no search took place. A Search Waiver Request form, dated July 26, 2017 and signed by [SIU Official 1] and Dr. Dunn,[51] listed the reason on the Position Request form, in part, as "the university has agreed to identify appropriate employment for the family member of a key hire."

The OEIG also obtained and reviewed a memorandum dated July 26, 2017, the same date as the other hiring documents, to Dr. Dunn from [SIU Official 1]. The memorandum stated that [SIU Official 1] sought "approval to create a new position, assistant director of communications," and she had been "discussing the need for such a position for some time." [SIU Official 1] again used the language in the Position Request form and the Search Waiver form stating that "the university has agreed to identify appropriate employment for the family member of a key hire." This memorandum, however, had a handwritten circle around "the university" with "SIU Board" written over it, indicating that the SIU Board of Trustees had agreed to the family hire. Dr. Dunn acknowledged in his OEIG interview that he made this change to the memorandum.

Only two months after Ms. Germain started as the Assistant Director, SIUC also filled an Associate Director for Communications (Associate Director) position. A request to advertise the Associate Director position had been approved approximately one month before Ms. Germain's position was created. The OEIG reviewed a memorandum from [SIU Official 1] to Dr. Colwell, dated June 28, 2017. The memorandum stated that [SIU Official 1] requested approval to advertise for an Associate Director for Communications. The form bore an approval signature reading "William Bradley Colwell" and a date of June 28, 2017. A Notice of Faculty or Administrative/Professional Staff Appointment form listed [Employee 1] as a new hire for the [identifying title redacted] position starting on November 1, 2017.

2. Interview of SIUC Chief of Staff Matthew Baughman Regarding the Hiring Process of Dr. Montemagno's Daughter, Melissa Germain

[51] During their OEIG interviews, [SIU Official 1] and Dr. Dunn confirmed their signatures on the Search Waiver Request form. The OEIG also interviewed SIUC Director of Human Resources Jennifer Watson who acknowledged her name on the form as well.

On June 29, 2018, investigators interviewed SIUC Chief of Staff Matthew Baughman. Mr. Baughman stated that he has been in his position since 2013, and he described his duties as acting as a liaison between the SIUC Chancellor and various entities such as the President of the SIU system and the SIU Board of Trustees.

Mr. Baughman stated that he received a telephone call from Dr. Dunn a few days after Dr. Montemagno's appointment, and Dr. Dunn told him part of the hiring negotiation included employment for Dr. Montemagno's daughter. He said Dr. Dunn told him the position needed to start on September 1, 2017, and her background was in communications. Mr. Baughman said Dr. Dunn told him an "Associate Director" of Communications position was vacant. Mr. Baughman said Dr. Dunn instructed him to add Ms. Germain to the search pool for the Associate Director position but then choose Ms. Germain as the selected candidate.

Mr. Baughman explained that he had concerns about placing Ms. Germain into a search pool and he believed it to be "unethical," but he did not tell Dr. Dunn. He said he knew it would look odd if SIUC hired the daughter of the new Chancellor in this manner. Mr. Baughman explained that he called [SIU Official 1] to discuss his conversation with Dr. Dunn. According to Mr. Baughman, he and [SIU Official 1] agreed that they would not place Ms. Germain into the Associate Director position as Dr. Dunn had requested. He said [SIU Official 1] told him she would think about possible positions for Ms. Germain and follow up with him.

Mr. Baughman stated that [SIU Official 1] gave him a memorandum she wrote to Dr. Dunn requesting a new position for Ms. Germain. Mr. Baughman said he hand-delivered the paperwork to Dr. Dunn. OEIG investigators showed Mr. Baughman the July 26, 2017, memorandum and he acknowledged that it was the memorandum he was referring to. When asked about the handwritten "SIU Board" above the circled "university," Mr. Baughman stated he recognized it to be Dr. Dunn's handwriting.

3. Interview of [SIU Official 1] Regarding the Hiring Process of Dr. Montemagno's Daughter, Melissa Germain

On May 30, 2018, the OEIG interviewed [SIU Official 1]. to [SIU Official 1] stated that she is in public relations and described her duties as telling SIUC's story through news media, social media, and student recruitment.

to [SIU Official 1] stated that Mr. Baughman told her that Dr. Dunn wanted her to find a position in her department for the daughter of the new Chancellor.[52] She said Mr. Baughman told her a commitment had been made to Dr. Montemagno to find a position for his daughter. According to [SIU Official 1], she had two vacant positions at that time, including her "second in command," which was an Associate Director position, that would report directly to the Chancellor in her absence. [SIU Official 1] said she did not have interest in placing Ms. Germain in that position. [SIU Official 1] also said that a search for the other vacancy was finishing up.

[52] [SIU Official 1] did not remember specifically when the conversation occurred, because she and Mr. Baughman had conversations three to four times a day on a "million subjects."

[SIU Official 1] explained that she had some previous interest in having a theater marketing position. [SIU Official 1] said she reviewed Ms. Germain's resumé and looked at the website for Ms. Germain's prior employer, the Ingenuity Lab. According to [SIU Official 1], she spoke with Ms. Germain about a theater marketing position, a copy editor position, and one other position that might be open at SIUC. [SIU Official 1] explained that Ms. Germain was interested in the theater marketing position. [SIU Official 1] told investigators that she consulted with SIUC Director of Human Resources Jennifer Watson and wrote a position description for a new Assistant Director of Communications using a framework of a past Assistant Director position description and Ms. Germain's resumé. She stated that she considered what she needed from the position and then tailored the position to Ms. Germain's resumé and experience by reducing the years of required experience from five years to four years and adding in social media experience qualifications based on Ms. Germain's prior work.

[SIU Official 1] said she filled out a Search Waiver Request form because her department did not intend to go through a search to hire Ms. Germain. She stated that a search would be otherwise required, because the new Assistant Director position was classified as an Administrative or Professional position.[53] Investigators presented [SIU Official 1] with Ms. Germain's Search Waiver Request form, and she said she recognized it as the one she signed. She said she provided the signed Search Waiver Request form to Mr. Baughman, and Mr. Baughman gave it to Dr. Dunn.

Investigators showed [SIU Official 1] the July 26 memorandum. [SIU Official 1] acknowledged that she wrote the memorandum. When asked who put the handwritten circle around "the university" and the handwritten "SIU Board" above it on the July 26 memorandum, [SIU Official 1] said Dr. Dunn wrote that, because she recognized his handwriting and she received it back from him with those changes.

When asked why she agreed to this hire, [SIU Official 1] said if the Chancellor negotiated an employment term and SIU agreed to it, then her job is to follow the directive. She added that she did not "feel good about it." [SIU Official 1] stated she could not think of a time where she has been directed to find a position for a family member hire.

During her OEIG interview, [SIU Official 1] stated that, once in the Assistant Director position, it became clear that Ms. Germain's abilities were not in line with what was presented on her resumé. [SIU Official 1] explained that there was a "big learning curve" for Ms. Germain, and she described Ms. Germain as someone who did not possess strong writing skills. She stated that, though Ms. Germain was handicapped by working with difficult faculty, she had trouble interacting with people, and she did not adhere to her regularly scheduled hours of Monday through Friday from 8:00 AM to 4:30 PM.

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[53] [SIU Official 1] stated that she forwarded the Search Waiver Request form to Ashley Followell, the SIUC Equal Employment Opportunity Officer. The OEIG obtained and reviewed an email from Ms. Followell to [SIU Official 1], with a carbon copy to Jennifer Watson. Ms. Followell wrote in the email, which was dated August 7, 2017, that she and Ms. Watson discussed Ms. Germain's search waiver and they "would support an open-ended search waiver in this case." Ms. Followell said that "given the nature of this hire, it doesn't make sense to require repeated approvals from Affirmative Action." During her OEIG interview, [SIU Official 1] said there was an understanding that Ms. Germain would want the job as long as her father was employed at SIUC.

4. Interview of [Employee 1] Regarding Melissa Germain's Timekeeping and Work Performance

On July 20, 2018, OEIG investigators interviewed SIUC [Employee 1]. [Employee 1] stated that she started the position on November 1, 2017, and as part of her duties, [Employee 1] supervised Ms. Germain.[54]

[Employee 1] stated that Ms. Germain had issues with job knowledge and work performance. According to [Employee 1], Ms. Germain also had ongoing timekeeping issues.[55] [Employee 1] stated that a January 2018 incident prompted her to examine Ms. Germain's timesheets. According to [Employee 1], Ms. Germain told her that she negotiated a January vacation with [SIU Official 1] when she started. [Employee 1] said that [SIU Official 1], however, informed her that Ms. Germain's negotiated vacation was for a date other than January 2018.

The January 2018 incident prompted [Employee 1] to more closely monitor Ms. Germain's timekeeping. According to [Employee 1], she noticed that Ms. Germain's work product did not appear to reflect the number of hours Ms. Germain claimed to be working. [Employee 1] said she spoke to Ms. Germain about the timekeeping issues in January 2018, and Ms. Germain told her she thought office hours were 8:00 AM to 4:00 PM. According to [Employee 1], she informed Ms. Germain of the correct working hours. [Employee 1] said she believed Ms. Germain said she worked on assignments at home when she did not.

[Employee 1] said Ms. Germain improved on timekeeping until approximately March 2018, and then she noticed Ms. Germain slipping on timekeeping again. She told investigators she had another conversation with Ms. Germain where she advised Ms. Germain to either keep a spreadsheet of work she did or put the work she did on the Outlook calendar to track it. [Employee 1] acknowledged the possibility that Ms. Germain had accurate timesheets, but took longer to produce assignments because she did not have the requisite experience.

5. The Hiring Process of Dr. Montemagno's Son-In-Law, Jeffrey Germain

Investigators obtained and reviewed a Position Request form requesting an Extra Help position in the Office of Sponsored Programs Administration within the office of the Vice Chancellor for Research. The form stated the position was effective from October 1, 2017 through June 30, 2018, and was signed by Dr. Dunn on September 28, 2017.[56]

A memorandum dated October 1, 2017, had a checked box next to "I am recommending the following candidate for this position: Jeffrey Germain." The memorandum was from "[Employee 2]" to "Human Resources."

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[54] Ms. Germain's contract was not renewed, and she was terminated as of June 30, 2018.

[55] The OEIG reviewed Ms. Germain's timesheets From September 1, 2017, through June 30, 2018. Ms. Germain marked workdays of seven and a half hours, except for when she utilized benefit time. There was insufficient evidence to determine whether Ms. Germain failed to accurately report her time. The OEIG referred this issue back to SIUC to advise employees to keep accurate time.

[56] During his interview, Dr. Dunn confirmed that it was his signature on the Position Request form for Jeffrey Germain.

Investigators obtained and reviewed a Notice of Extra Help Civil Service Appointment. The first page of the form stated the "selected applicant" was Jeffrey Germain, and the effective date was October 1, 2017, through June 30, 2018.

6. Interview of SIUC Chief of Staff Matthew Baughman Regarding the Hiring Process of Jeffrey Germain

During his OEIG interview, Mr. Baughman said that [SIU Official 2] came by his office at the end of August or early September 2017 and said that he was working on finding a job for Mr. Germain. Mr. Baughman then called Dr. Dunn. Dr. Dunn told him the agreement with Dr. Montemagno was that Mr. Germain would be "free to apply" for positions on campus. According to Mr. Baughman, Dr. Dunn then told him a search waiver would not be used and that there was a deadline of October 1, 2017, for Mr. Germain to start. Based on this, Mr. Baughman said he advised [SIU Official 2] that Mr. Germain's hire needed to be justified and a 900-hour temporary appointment could be used. According to Mr. Baughman, [SIU Official 2] hired Mr. Germain as an Extra Help appointment.

When investigators reviewed the Extra Help appointment rules with him, Mr. Baughman acknowledged he was unaware if the process written in the Civil Service rules was followed at SIUC.

7. Interview of [Employee 3] Regarding the Hiring Process of Jeffrey Germain

On June 29, 2018, OEIG investigators interviewed [Employee 3]. [Employee 3] stated that she has worked at SIUC for seventeen years. She described her duties as processing Extra Help appointment paperwork and evaluating Administrative or Professional positions to ensure they are properly classified. She also determines the appropriate salary range for both Extra Help appointments and Administrative or Professional positions.

She explained that Extra Help appointments were made when a department identified a need for such a position. She described the process as being initiated by the department requesting the position. The requesting department filled out the Extra Help appointment paperwork and forwarded it to [Employee 3] or two of her direct reports. [Employee 3] explained that her department reviewed the appointment paperwork and the pay.

According to [Employee 3], SIUC does not maintain Extra Help lists of Acceptable Candidates for positions other than clerical positions.[57]

8. Interview of [SIU Official 2] Regarding the Hiring Process of Jeffrey Germain

[57] SIUC Director of Human Resources Jennifer Watson also told investigators that there is no list from which SIUC draws Extra Help candidates and that they can "hire whoever they want." She said there is no Acceptable or Not Acceptable Candidate list and that if a department is hiring someone as Extra Help then the department has deemed the applicant acceptable. SIUC Chief of Staff Matthew Baughman also told investigators that he was unaware if an Acceptable Candidate list exists and usually the department requesting an Extra Help appointment already knew who would fill the position when the position request form was filled out.

On May 30, 2018, OEIG investigators interviewed [SIU Official 2]. [SIU Official 2] said that Mr. Germain reported directly to him. [SIU Official 2] told investigators that, at the time of his interview, he believed Mr. Germain had completed the 900 hours available to him as an Extra Help appointment.

According to [SIU Official 2], he met Dr. Montemagno during the interview process and Dr. Montemagno told [SIU Official 2] that a condition of his employment would be finding a position for his son-in-law at SIUC. [SIU Official 2] stated that Dr. Montemagno contacted him after he was appointed as Chancellor to see if [SIU Official 2] had determined a way to hire Mr. Germain.

[SIU Official 2] explained that he understood Mr. Germain's hire to be a condition of Dr. Montemagno's employment, and he went to Mr. Baughman to discuss it. Mr. Baughman told him he had not heard that information and he would discuss it with Dr. Dunn. According to [SIU Official 2], Mr. Baughman followed up and told him that an agreement had been made that a position would be found for Mr. Germain. [SIU Official 2] said that Mr. Baughman told him that Dr. Dunn had agreed to move forward with an Extra Help appointment for Mr. Germain. [SIU Official 2] stated that he proceeded with the Extra Help appointment for Mr. Germain which included duties similar to the duties of a then-vacant Associate Chancellor of Research position, and Dr. Dunn signed the appointment paperwork.

When asked if SIUC maintained a list of people who were approved to work as Extra Help appointments and required departments to draw the Extra Help appointments from the list, [SIU Official 2] responded "nope, not how that works." When investigators reviewed the Extra Help appointment rules with him, [SIU Official 2] acknowledged that Mr. Germain was not hired into the Extra Help appointment according to the Civil Service rules.

9. Interview of Dr. Dunn regarding the Hiring Process of Dr. Montemagno's Daughter and Son-In-Law[58]

During his OEIG interview, Dr. Dunn was asked about his involvement in the hiring process of Melissa and Jeffrey Germain. Dr. Dunn said that he did not know what the process was. However, Dr. Dunn said that the daughter's hire was part of the agreement with Dr. Montemagno. Dr. Dunn explained that "we got this request," adding, "I did not give orders." Dr. Dunn specified that he told staff that they "might get a request for Melissa Germain, see where it goes." He said, however, that he did not recall telling anyone to make sure the hiring rules were followed because it was understood that Melissa Germain's hire would be a hire without a search.[59] When asked if his request to find a position for Melissa Germain put excessive pressure on the SIUC staff to hire her, Dr. Dunn said that it was "not excessive" but that there was probably some pressure "when the President calls."

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[58] During interviews with members of the Board of Trustees and Mr. Crater, the OEIG inquired as to their knowledge of and involvement in the Germains' hiring processes. All of the individuals indicated that they were not part of the process nor did they have any knowledge of the process.

[59] During the February 7, 2018, executive session recordings, however, Dr. Dunn indicated that it was not his intention for this to be a hire without a search and that the search waiver was what [SIU Official 1] requested.

Dr. Dunn agreed that the reason the Administrative or Professional hiring policies require a search pool is to have the most qualified people. Dr. Dunn told investigators that no one kept him informed of Ms. Germain's hiring process. He stated that, after his initial conversations with staff, his next action on Ms. Germain's hire was to sign her appointment form when it came to him. He first stated that he signed an appointment form and he "would not have signed a search waiver." However, when investigators showed Dr. Dunn the Search Waiver Request form for Ms. Germain, Dr. Dunn acknowledged it was his signature on the form, and he acknowledged that the signature represented permission to handle the hire without a search. He agreed that the reason on the search waiver that Ms. Germain was "a family member of a key hire" was not one of the reasons listed in the hiring policies nor was it in line with the tenor of the given reasons.

Investigators also showed Dr. Dunn the July 26 memorandum that [SIU Official 1] sent to him. Dr. Dunn acknowledged that he circled "the university" and wrote "SIU Board" above it on [SIU Official 1's] justification for the decision to hire Melissa Germain. He explained that he made the change, because he assumed the Board of Trustees knew about the hire and it was their decision.

During his interview, Dr. Dunn described the idea to hire Mr. Germain as a discussion "between Carlo and [SIU Official 2]," and he said his role was "simply to sign off." Dr. Dunn said he may have had "anecdotal" conversations with Mr. Baughman or Dr. Montemagno about a position for Mr. Germain.

Investigators reviewed Mr. Germain's Position Request form with Dr. Dunn. He stated that he recognized the form as the approval for Mr. Germain's hire, and he recognized and agreed it was his signature on the form. Dr. Dunn agreed that signing the form meant he believed the hiring process complied with SIUC hiring policies and Civil Service policies. He said that at the time he thought the "pay seemed high for the job."

C. The Hiring Of Dr. William Bradley Colwell

One of the complaints in this case, alleged that Dr. William Bradley Colwell did not go through the formal search processes required for Administrative or Professional positions when he was selected both as the Interim Chancellor in 2015 and then again when he was selected as Vice President for Academic Affairs for the SIU System in 2017.[60]

1. Dr. Colwell's Selection as SIU Vice President for Academic Affairs

When SIUC engaged in a formal search for a permanent SIUC Chancellor, Dr. Colwell applied. Dr. Colwell was not selected as the Chancellor; however, he was placed into the position of SIU Vice President for Academic Affairs in July 2017.

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[60] Following Dr. Dunn's recommendation, Dr. Colwell was appointed Interim Chancellor effective October 1, 2015. SIU did not provide the OEIG with a Search Waiver Request form for Dr. Colwell for the Interim Chancellor position. Because the hiring policies specifically state that a search waiver is appropriate when an individual is appointed to temporarily fill a position while a search was being conducted, and Dr. Colwell's appointment to Interim Chancellor was a temporary hire while the Chancellor search was conducted, a search waiver would have been proper. Because of this, the OEIG is not making a finding regarding Dr. Colwell's hire into the Interim Chancellor position but strongly recommends that in the future, SIU properly document any search waivers that are implemented.

The OEIG reviewed audio recordings of the Board of Trustees' June 15, 2017, closed session meeting. [Four sentences redacted related to a closed session Trustee meeting.]

The OEIG also reviewed recordings of the Board of Trustee's July 12, 2017, executive session meeting. [Four sentences redacted related to a closed session Trustee meeting.] [61]

The Search Waiver Request form for Dr. Colwell's hiring into the position of Vice President for Academic Affairs was signed five days later, on July 18, 2017, by Dr. Dunn. [62] The listed reason for the appropriateness of the search waiver was that the position had been without a permanent appointment for three years, that "the credentials of the recommended candidate were fully reviewed in conjunction with another position [permanent SIUC Chancellor] search for which the candidate applied," and that it was at "the directive of the SIU Board of Trustees that this candidate be hired **in this fashion** by resolution on July 13, 2017." (emphasis added)

2. Interview of SIUC Chief of Staff Matthew Baughman Regarding the Hiring of Dr. Colwell as Vice President of Academic Affairs

During his OEIG interview, Mr. Baughman was whether Dr. Colwell's hire as Vice President of Academic Affairs adhered to the hiring policies. According to Mr. Baughman, other qualified internal candidates should have been considered.

Mr. Baughman explained that it was common knowledge in the SIUC community that Dr. Colwell and Dr. Dunn were close friends. Mr. Baughman said that Dr. Colwell and Dr. Dunn were colleagues in the late 1990s in the SIUC Department of Educational Administration and Higher Education and that they also ran an educational consulting service together during that time. Mr. Baughman also stated that Dr. Colwell served as the dissertation chair for Ronda Baker Dunn, Dr. Dunn's spouse, when she studied at SIUC.[63]

3. Interview of SIU Trustees Regarding the Hiring Process for Dr. Colwell as Vice President for Academic Affairs

According to Mr. Gilbert, the Board of Trustees was responsible for approving annual salaries of $150,000 or more on the recommendation of the SIU President. He said that that he knew there were hiring policies and search committees for Administrative or Professional employees, but he said that he was not aware of what the policies were. Mr. Gilbert explained that the Board of Trustees did not ever look at hiring paperwork when approving positions with annual salaries of $150,000.

Mr. Gilbert said that Dr. Dunn did not explain the hiring process that Dr. Colwell went through for the Vice President for Academic Affairs position. Mr. Gilbert said that he learned of Dr. Dunn's recommendation to hire Dr. Colwell in the Vice President for Academic Affairs

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[61] [Redacted]

[62] Dr. Dunn confirmed his signature on the Search Waiver Request form during his OEIG interview.

[63] Dr. Dunn confirmed during his OEIG interview that he and Dr. Colwell negotiated contracts for school boards together and that Dr. Colwell was his wife's PhD advisor when she was an SIUC student.

position when the Board of Trustees packet came out ten days before the July 13, 2017, board meeting.[64] Mr. Gilbert stated that he was not aware Dr. Dunn completed a search waiver for Dr. Colwell's placement into the position and, in fact, he (Mr. Gilbert) only learned of the existence of search waivers after he learned about the Germains' hires.

Mr. Gilbert explained that the Board of Trustees, in approving Dr. Colwell as Vice President for Academic Affairs, approved the position's salary and was not certifying that the hiring process was correct. Mr. Gilbert said that he believed it was inappropriate for Dr. Dunn to use a search waiver to place Dr. Colwell as Vice President for Academic Affairs.

Mr. Sambursky said that Dr. Colwell was first considered for the Vice President for Academic Affairs position shortly after Dr. Montemagno was selected as SIUC Chancellor. Mr. Sambursky explained that the Board of Trustees received the packet with the agenda item of putting Dr. Colwell in as Vice President for Academic Affairs, but he said the Board of Trustees never reviewed a Search Waiver Request form for Dr. Colwell, and he did not recall reviewing any other hiring paperwork. When shown the Search Waiver Request that Dr. Dunn completed for Dr. Colwell's placement as Vice President for Academic Affairs, Mr. Sambursky said that he did not have any recollection of any "directive of the SIU Board of Trustees that this candidate be hired in this fashion." He added that the statement on the Search Waiver Request form was another "Dunn tactic."

Mr. Sambursky said that the Board of Trustees did not tell Dr. Dunn to hire Dr. Colwell via a search waiver. He added that the Board of Trustees approving Dr. Colwell as Vice President for Academic Affairs meant that the Board of Trustees approved the salary and the employment agreement but did not certify that the hiring procedure was correct.

Dr. Portwood said the "presumption" made by the Board of Trustees was that department heads ensured hiring processes were followed prior to the hire coming to the Board of Trustees for approval. She explained that it would not be feasible for the Board of Trustees to review the hiring processes because of the number of people hired by SIU. Dr. Portwood also said that Dr. Colwell was first considered for the Vice President for Academic Affairs after he was not selected as the permanent SIUC Chancellor. Dr. Portwood said she did not know what hiring process Dr. Colwell went through, and she added that she did not know who else may have been considered because that would have been something completed by Dr. Dunn.

When shown the Search Waiver Request form for Dr. Colwell, Dr. Portwood said that she had not seen it before her OEIG interview. She explained that the Board of Trustees did not review hiring paperwork when approving recommended candidates to positions with salaries over $150,000. She added that she did not attend the July 13, 2017, Board of Trustees meeting where Dr. Colwell was appointed but that she would have received the Board of Trustees packet with Dr. Dunn's recommendation for his appointment.

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[64] Dr. Dunn wrote in his June 20 email that he had talked to Dr. Colwell about his "potential assignment" to the SIU Vice President for Academic Affairs position. In his June 27 email to the Board of Trustees, Dr. Dunn wrote that he intended to recommend Dr. Colwell for the "SIU System VPAA slot per a BOT appointment action." Neither email included information on search requirements to fill the position or that a search waiver was required if a search was not done.

4. Interview of Dr. Dunn Regarding the Hiring Process for Dr. Colwell as Vice President for Academic Affairs

Dr. Dunn said that when the Board of Trustees directed him to find an Interim Chancellor, he could not find an internal candidate who garnered enough campus support, so he reached out to Dr. Colwell and asked if he was interested in returning to SIUC to serve as Interim Chancellor. Dr. Dunn said he did not solicit interest from anyone else.

During his OEIG interview, Dr. Dunn stated that he knew Dr. Colwell prior to his role as Interim Chancellor because he and Dr. Colwell were both SIUC professors from approximately 1996 to 2004. In addition, they would "primarily consult together," offering educational consulting and negotiating contracts for school boards. Dr. Dunn denied that he had a business with Dr. Colwell because he and Dr. Colwell billed the school districts separately. He did, however, acknowledge that they both benefited in their negotiations from having two people working together. He also acknowledged that Dr. Colwell served as his wife's advisor for her PhD when she was a student at SIUC.

Dr. Dunn said that he recommended Dr. Colwell as the Vice President for Academic Affairs to the Board of Trustees and no other candidates were considered for the position. He specified that the position was not posted nor was a search conducted. According to Dr. Dunn, the Board of Trustees voted on it and Dr. Colwell had the skill set. Investigators showed Dr. Dunn the Search Waiver Request form that approved Dr. Colwell's appointment to the Vice President for Academic Affairs position, and he confirmed that he signed the form. Dr. Dunn acknowledged that other qualified internal candidates were not considered.

D. [Redacted]

[This section, consisting of approximately two pages, relates to an unfounded allegation and the Commission exercises its authority pursuant to 5 ILCS 430/20-52 to redact it.]

IV. ANALYSIS

A. Dr. Dunn Improperly Negotiated The Hire Of Melissa And Jeffrey Germain

Shortly after the Board of Trustees selected Dr. Montemagno as their choice for SIUC Chancellor, the Board of Trustees tasked Dr. Dunn with negotiating the terms of Dr. Montemagno's employment agreement. According to Dr. Dunn, he took the lead role in the negotiations.

Both Dr. Montemagno and Dr. Dunn acknowledged that as part of the negotiations, Dr. Montemagno quickly raised the issue of incorporating hires for his daughter and son-in-law at SIUC as part of his employment agreement. Dr. Montemagno stated that he relayed to Dr. Dunn that these employment opportunities for his daughter and son-in-law were critical, and that he did not recall discussing the family hires with SIU General Counsel Lucas Crater. Mr. Crater admitted

that Dr. Dunn said he agreed to Dr. Montemagno's request for a "child" hire. Mr. Crater said that Dr. Dunn explained to him that he told Dr. Montemagno that the "child" would have to go through a normal hiring process. Mr. Crater told investigators it was Dr. Dunn's idea to not include the hires in Dr. Montemagno's employment agreement, but he [Mr. Crater] acknowledged he agreed with it.

Although the hiring of the Germains was not made a condition of Dr. Montemagno's written agreement, Dr. Dunn ensured that their hires would be part of the deal. According to Dr. Montemagno, Dr. Dunn told him that the hires of Melissa and Jeffrey would be a "side agreement." In his OEIG interview, Dr. Dunn acknowledged that hiring Melissa Germain was a "gentleman's agreement" and that he had made a "firm promise" to Dr. Montemagno. Dr. Dunn stated that Dr. Montemagno's daughter was understood to be a hire without a search. Dr. Dunn agreed to hire Dr. Montemagno's daughter and son-in-law without consideration of, and in contradiction to, SIUC's hiring policies designed to ensure fair and equitable hiring.

Dr. Dunn's side agreement to hire the Germains was also not made apparent to the Board of Trustees who had to approve the negotiated terms of Dr. Montemagno's hire. While Dr. Dunn did not ensure the Board of Trustees was informed about these hires, he took steps to try to make it appear as if he did. Dr. Dunn did not obtain the Board of Trustees' approval, nor did he inquire of Mr. Thomas as to whether Mr. Thomas had relayed information regarding the hiring of the Germains. An OEIG review of Dr. Dunn's June 20, June 27, July 7, and July 9 emails, did not include any discussion about the Germains' hiring. Dr. Dunn's June 20 email referenced a spousal hire, but his June 27 email specifically soliciting feedback on five items requested by Dr. Montemagno did not include any mention of a spousal or family hire. Dr. Dunn acknowledged that he continued to characterize Ms. Germain as a "family member" after initially advising the Board of Trustees that Dr. Montemagno wanted a spousal hire, because he was concerned the information would be subject to Freedom of Information Act requests.

When asked why Dr. Dunn did not specify that Dr. Montemagno wanted a position for his daughter when he (Dr. Dunn) stood before the Board of Trustees at its July 12, 2017, meeting, Dr. Dunn stated that he did not have a good answer. [One sentence redacted related to a closed session Trustee meeting.]

Although Dr. Dunn said the Board of Trustees instructed him to do "whatever we [had] to do to get him [Dr. Montemagno] here," Dr. Dunn acknowledged that the direction meant the process was supposed to be done ethically. Obligating SIUC to hiring family members outside the proper hiring procedures cannot be what the Board of Trustees meant nor is it ethical.

Additionally, on the July 26, 2017 memorandum, Dr. Dunn circled "the university" and wrote "SIU Board" above it in the sentence that read "the university has agreed to identify appropriate employment for the family member of a key hire." Dr. Dunn said he put "SIU Board" above "the university" because he assumed the Board of Trustees knew of the hire and it was their decision, even though he never informed the Board of Trustees of the agreement to hire the Germains. What is more likely is that Dr. Dunn changed "the university" to "SIU Board" so he would not be considered responsible when, in fact, the negotiation of the Germains' hires was his doing. Dr. Dunn never checked with Board Chair Thomas to see if he informed the Board of

Trustees, nor did he ever obtain any indication of approval of this decision from Mr. Thomas or the Board of Trustees.

In conclusion, Dr. Dunn improperly obligated SIUC to the hiring of Dr. Montemagno's family members as part of Dr. Montemagno's employment agreement. Such a "side agreement" was in violation of SIUC hiring procedures, and the clandestine approach adds to Dr. Dunn's understanding of his wrongdoing. His attempt to make it appear as if the Board of Trustees approved the condition of hiring family members only furthers his culpability. For these reasons, this allegation of mismanagement and misconduct based on Dr. Dunn's improper negotiation of the hiring of the Germains is **FOUNDED.**[65]

B. SIU Board Of Trustee Chairman Randal Thomas Failed To Perform His Duties As Board Chair

Mr. Thomas stated that his role as Board Chair was to manage the processes of the Board of Trustees through forward guidance, facilitating meetings, and "to keep the communication flowing." He more specifically described his role as acting as a "conduit" from the President to the Board of Trustees.

According to Mr. Sambursky, the Board Chair is responsible for making sure the Trustees are on the same page and in agreement with such things as employment negotiations. Similarly, Mr. Gilbert explained that Mr. Thomas' position as Board Chair meant he was supposed to communicate between Dr. Dunn and the Board of Trustees. This does not appear to have taken place. All three of the other Trustees interviewed by the OEIG stated that they were not aware of the request for a family hire or any side agreements. [One sentence redacted related to a closed session Trustee meeting.]

During his OEIG interview, Mr. Thomas tried to distance himself from any knowledge of the family hires even though his role was to help facilitate the employment negotiations by working as a liaison between the Board of Trustees and the President. When asked, Mr. Thomas stated that he learned of the hiring of the Germains "after the fact," and described the family hires as an agreement between Dr. Dunn and Dr. Montemagno. This is contradicted by the fact that Dr. Dunn told the OEIG that he called Mr. Thomas, shortly after realizing that Dr. Montemagno was requesting family hires, and told Mr. Thomas about Dr. Montemagno's hiring request for his daughter. Dr. Dunn also said that he told Mr. Crater about the request for a family hire which Mr. Crater corroborated. In addition, during his interview, Mr. Thomas said he ***did*** recall Mr. Crater wanting to keep the family hires out of the written employment agreement.

Mr. Thomas also appeared to limit his responsibility by stating that he could not recall any of the emails, for which he was a recipient, that either referenced a hiring issue or suggested he would have some responsibility. Mr. Thomas stated that he did not recall the June 20 email, which discussed a spousal hire, or the July 7 email, which said that Dr. Dunn relied on Mr. Thomas'

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[65] The OEIG concludes that an allegation is "founded" when it has determined that there is reasonable cause to believe that a violation of law or policy has occurred, or that there has been fraud, waste, mismanagement, misconduct, nonfeasance, misfeasance, or malfeasance.

direction during the negotiation. He also did not recall the July 9 email, which discussed "family member" employment.

Mr. Thomas stated that he did recall receiving Dr. Dunn's June 27 email, which listed five items Dr. Montemagno had requested but did not include any mention of a family member hire. Mr. Thomas acknowledged that he did not solicit feedback from the Board of Trustees even though the email specifically requested that the Board of Trustees provide "guidance" on what their limits were and that it would be helpful for the Board of Trustees to "contact the Chair within the next 48 hours or so at most." According to Mr. Thomas, he "saw no warning" that he should follow up or solicit feedback from the Board of Trustees based on this email.

Based on his own statements and those of others, it is reasonable to believe that Mr. Thomas was aware of the family hires being negotiated between Dr. Dunn and Dr. Montemagno. Because Mr. Thomas did not communicate this to the Board of Trustees or follow up with the Board of Trustees regarding any of the employment issues that Dr. Dunn proposed, Mr. Thomas failed to properly carry out his duties as Board Chair. Therefore, this allegation is **FOUNDED.**

C. Dr. Dunn Violated SIU Hiring Procedures When Hiring Melissa Germain

SIUC hiring policies require that Administrative or Professional positions go through a formal search procedure, including advertisement of the position, review of the applications by a search committee, and interviews of selected applicants.[66] SIUC hiring policies allow for situations where a formal search may not be feasible and account for such situations through the search waiver exception. The search waiver policy states that exceptions may be granted on a case-by-case basis, and then provides five situations where waivers "may be appropriate," none of which include hiring a family member of SIUC personnel. Rather, these situations share a common theme of urgent or unique circumstances.[67]

Dr. Dunn admitted that he told SIUC staff about the negotiated hire for Melissa and Jeffrey Germain. He acknowledged there was probably some pressure "when the president calls," and did not recall telling anyone to make sure hiring rules were followed. Mr. Baughman told investigators that Dr. Dunn called him a few days after Dr. Montemagno was appointed and told him to put Dr. Montemagno's daughter into a pool for the vacant "Associate Director" of Communications position and select her from the pool. Mr. Baughman said he discussed this conversation with [SIU Official 1] and stated that he found it "unethical" to select Ms. Germain in such a way.

[SIU Official 1] described the various positions she considered for Ms. Germain when Mr. Baughman told her she was being asked to find Ms. Germain a position. She said that she did not want Ms. Germain in the "Associate Director" position, because that position was her "second in command" and would report directly to the Chancellor's office in her absence. After reviewing Ms. Germain's resumé and speaking to her, [SIU Official 1] authored a position description tailored to Ms. Germain's experience and background. Specifically, [SIU Official 1] reduced the

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[66] https://policies.siu.edu/employees-handbook/chapter2/appt-policies/faculty-ap-staff/hiringfa.php (last visited December 10, 2018).
[67] Id.

number of years of experience required on a previous similar position from five years to four years to account for Ms. Germain's shorter work history.

Within a few days of speaking with Ms. Germain, [SIU Official 1] had produced, in addition to the Position Description, a Memorandum to Dr. Dunn requesting that a new position be created, a Search Waiver Request, and a Position Request form that explained Ms. Germain's hire was because she was the family member of a "key hire," that being Dr. Montemagno. Dr. Dunn signed off on this method of hire for Ms. Germain.

Ms. Germain's hire, however, did not adhere to any SIUC hiring procedure. Her position was classified as Administrative or Professional, and there are clear guidelines for filling such positions. It is contrary to those guidelines to create a position for any particular person. More specifically, Administrative or Professional positions require advertising, the formation of a search committee, and that the search committee review applications and select applicants to interview. The procedure allows for a search waiver, but the listed examples for waivers are for reasons such as sudden death of an incumbent or temporary assignment while a search is being conducted. Ms. Germain's hire, in addition to not following hiring procedures, did not fit legitimately into the exceptions allowed for search waivers.

Furthermore, she did not appear to be capable of the job that was made for her. According to her supervisor, [Employee 1], Ms. Germain lacked job knowledge and had work performance issues as an Assistant Director of Communications. Ms. Germain also was not reporting for work in a timely manner, and she alleged that she misunderstood the office work hours. When she received corrective action from her supervisor, Ms. Germain reportedly complied for a few months but then [Employee 1] noticed timekeeping slippage again.

As SIU President, Dr. Dunn instructed his staff to hire Ms. Germain. By his own acknowledgment, he recognized potential pressure from such an instruction, and he did not specify that hiring rules should have been observed. [One sentence redacted related to a closed session Trustee meeting.] However, Dr. Dunn told investigators during his OEIG interview that it was understood Melissa Germain's hire would be without a search. The resulting hiring procedure for Ms. Germain was that a position was created just for her, no search was conducted, and a waiver based on her familial connection to Dr. Montemagno was executed. As the final authority, Dr. Dunn signed off on and agreed to this approach.

For these reasons, Dr. Dunn improperly hired Melissa Germain and the allegation is **FOUNDED.**

D. Dr. Dunn Violated Civil Service Rules When Hiring Jeffrey Germain

Civil Service positions are a major category of employment at State universities and, within the Civil Service rules, there are six types of "Non-Status Civil Service Appointments," one of which is the Extra Help appointment.[68] A State university utilizing an Extra Help appointment must follow certain rules in the selection of the appointed candidate. One of the rules states that an Extra Help appointment may only be filled from a list of "Acceptable" candidates maintained

[68] 80 Ill. Adm. Code Part 250.70(a)-(f).

by the employer.[69] The "Acceptable" list is made of candidates who have been predetermined by the employer to be qualified through a qualifications review, verbal interview, and in some instances, an examination.[70]

Both Dr. Dunn and Dr. Montemagno acknowledge that Dr. Montemagno requested employment for Mr. Germain during the employment negotiation process. Dr. Montemagno explained that Dr. Dunn said to send Mr. Germain's resumé to [SIU Official 2], and Dr. Montemagno did so in August 2017. [SIU Official 2] explained that he went to talk with Mr. Baughman about a position for Mr. Germain after Dr. Montemagno started at SIUC, because he understood Mr. Germain's hire to be a term negotiated in Dr. Montemagno's employment agreement. Mr. Baughman stated that he called Dr. Dunn after learning about the potential hire of Mr. Germain from [SIU Official 2]. According to Mr. Baughman, Dr. Dunn said not to use a search waiver for Mr. Germain but to get a position worked out for him to start by October 1, 2017. Mr. Baughman in turn recommended that [SIU Official 2] use an Extra Help appointment for Mr. Germain.

Dr. Dunn acknowledged that, on September 28, 2017, he signed a Position Request form authorizing an Extra Help appointment in [SIU Official 2's] office. An attached memorandum from [SIU Official 2's] office to the Human Resources Department, dated October 1, 2017, specified that Mr. Germain was recommended for the position.

Mr. Germain's hire did not adhere to the Civil Service rules for Extra Help appointments. Extra Help appointments have clear guidelines for filling such positions, one of which is that candidates must be selected off an Acceptable Candidate list. It is contrary to those guidelines to create a position for any particular person. According to [Employee 3], SIUC does not maintain lists of Acceptable Candidates. SIUC's failure to maintain Acceptable Candidate lists made it so that Mr. Germain was unable to be selected from such a list.

Dr. Dunn told investigators his role in Mr. Germain's hire was to "simply sign off," but as President of SIU Dr. Dunn directed his staff to hire Mr. Germain just as he had with Melissa Germain's hire. The hiring procedure for Mr. Germain resulted in an improper Extra Help appointment and, as the final authority, Dr. Dunn signed off on and agreed to this approach.

For these reasons, Dr. Dunn improperly hired Jeffrey Germain and the allegation is **FOUNDED.**

E. SIUC Violated Civil Service Rules By Not Maintaining Acceptable Candidate Lists

Civil Services rules state that the qualifications of Extra Help appointments are determined by a review of a candidate's application and a verbal interview.[71] The candidate's qualifications are deemed Acceptable or Not Acceptable, and a listing of those deemed Acceptable "shall be

[69] 80 Ill. Adm. Code Part 250.70(f)(3).
[70] 80 Ill. Adm. Code Part 250.70(f)(2).
[71] Id.

maintained by the employer."[72] The Civil Services rules also require that State universities fill positions with Extra Help appointments "by referring persons to the employing unit from the Extra Help list of Acceptable candidates."[73]

Several people interviewed by the OEIG affirmed that SIUC does not maintain Acceptable Candidate lists as required by the Civil Service rules. SIUC Director of Human Resources Jennifer Watson confirmed that SIUC does not draw Extra Help appointments from an Acceptable Candidate list, and she explained that a department hiring an individual as an Extra Help appointment meant that the department deemed the candidate Acceptable. Chief of Staff Matthew Baughman said he was unaware of whether SIUC maintained Acceptable Candidate lists, and [SIU Official 2] and [Employee 3] agreed that SIUC does not maintain Acceptable Candidate lists.

SIUC's understanding and implementation of Extra Help appointments is in direct contradiction to the written Civil Service rules. It is concerning that [Employee 3], as a [title redacted] who processes Extra Help paperwork, is unaware of the requirements of the Extra Help appointments. Perhaps more concerning is that Ms. Watson, as Director of Human Resources, told investigators that a department deems an individual Acceptable when the department hires that person into a position, which is clearly at odds with the Civil Service rules. SIUC's improper implementation of the Extra Help appointments is further compounded by the responsibility SIUC places on department heads to facilitate Extra Help positions. [SIU Official 2's] belief that Acceptable Candidate lists are not required seemed to stem from the guidance put forth by SIUC.

For these reasons, SIUC has violated hiring procedures by not maintaining Acceptable Candidate lists for Extra Help positions and the allegation is **FOUNDED**.

F. Dr. Dunn Violated SIU Hiring Policies When Hiring Dr. William Bradley Colwell[74]

The Vice President for Academic Affairs, which is exempt from the Civil Service System,[75] is classified as Administrative or Professional and, as such, requires a formal search process or a search waiver. One of the search waiver policy's listed circumstances where a waiver may be appropriate is when a position is filled by "promoting qualified internal staff (departments/hiring units must consider all qualified internal candidates for a promotional opportunity).[76]"

The idea of Dr. Colwell getting another position at SIUC was first discussed during the June 15, 2017, Board of Trustees meeting following discussions of the qualifications of each candidate for the Chancellor position. [Redacted], a student Trustee, raised concerns of hiring Dr. Colwell into another position in this fashion.

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[72] Id.

[73] 80 Ill. Adm. Code Part 250(f)(3).

[74] Recently, in October 2018, the OEIG learned of another possible hiring violation by Dr. Dunn. [Four sentences related to as yet unproven allegations redacted.]

[75] 110 ILCS 70/36(e)(2).

[76] https://policies.siu.edu/employees-handbook/chapter2/appt-policies/faculty-ap-staff/hiringfa.php (last visited December 10, 2018).

Dr. Dunn's June 20 email and June 27 email to the Board of Trustees referenced his intent to place Dr. Colwell into the position of Vice President for Academic Affairs, but he did not say in his emails how he arrived at Dr. Colwell as the selected candidate. Dr. Dunn presented the issue of Dr. Colwell's hire as Vice President for Academic Affairs to the Board of Trustees in those emails without explaining how a candidate is selected for the position. [One sentence redacted related to a closed session Trustee meeting.]

Five days after the Board of Trustees approved Dr. Colwell as Vice President for Academic Affairs, Dr. Dunn approved his own Search Waiver Request for Dr. Colwell's placement into the position. The listed reason for the appropriateness of the search waiver was that the position had been without a permanent appointment for three years, that "the credentials of the recommended candidate were fully reviewed in conjunction with another position [permanent SIUC Chancellor] search for which the candidate applied," and that it was at "the directive of the SIU Board of Trustees that this candidate be hired in this fashion by resolution on July 13, 2017."

The listed reasons, however, do not justify a search waiver and are refuted by Trustees. First, the exception that justifies a waiver for an internal candidate states that all qualified internal candidates must be considered. Dr. Dunn acknowledged that he recommended that the Board of Trustees place Dr. Colwell into the position. He also acknowledged that no one else was considered for this position, the position was not posted, and no search was conducted. Because of this, the internal candidate exception was not proper justification for a waiver.

Dr. Dunn, however, in his search waiver stated that the credentials of the candidate had already been reviewed in the search of another position. Even though Dr. Colwell had been reviewed for the Chancellor position, he had not been reviewed in comparison with other internal candidates for the Vice President position. In fact, no one else was given an opportunity to be an internal candidate for that position. The position was simply given to Dr. Colwell. Furthermore, Dr. Dunn's justification on the waiver stated that the Board of Trustees directed the hire be done in this fashion. This was not the case. Mr. Sambursky, Mr. Gilbert, and Dr. Portwood all denied directing the hire and stated that the Board of Trustees does not review hiring documents as a matter of course when they approve recommended hires.

For these reasons, Dr. Dunn improperly hired Dr. Colwell as Vice President for Academic Affairs and the allegation is **FOUNDED.**

G. [Redacted]

[Five paragraphs related to unfounded allegations redacted.][77], [78]

V. FINDINGS AND RECOMMENDATIONS

As a result of its investigation, the OEIG concludes that there is **REASONABLE CAUSE TO ISSUE THE FOLLOWING FINDINGS:**

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[77] [Redacted].
[78] [Redacted].

- **FOUNDED** – Dr. Randy Dunn improperly negotiated the hiring of Melissa Germain and Jeffrey Germain.
- **FOUNDED** – SIU Trustee Randal Thomas did not sufficiently perform his duties as Board Chair.
- **FOUNDED** – Dr. Randy Dunn violated SIUC hiring procedures during the process of hiring Melissa Germain.
- **FOUNDED** – Dr. Randy Dunn violated Civil Service rules during the process of hiring Jeffrey Germain.
- **FOUNDED** – SIUC violated hiring procedures by not maintaining Acceptable Candidate lists for Extra Help appointments.
- **FOUNDED** – Dr. Randy Dunn violated SIU hiring procedures when hiring Dr. William Bradley Colwell as Vice President for Academic Affairs.
- **UNFOUNDED** – [Redacted].

During its investigation, the OEIG reviewed the separation agreement that Dr. Dunn negotiated with the Board of Trustees. The agreement stated that Dr. Dunn would be entitled to a Visiting Professor position at SIU's Edwardsville campus for at least a period of eighteen months unless an external agency made a finding of his wrongdoing. Based on its finding in this case, the OEIG recommends that Dr. Dunn not be rehired within the SIU system.

The OEIG also learned during its investigation that Mr. Thomas stepped down as Board Chair in February 2018 but that his term runs until January 2019. The OEIG recommends that Mr. Thomas not be reappointed when his term expires in January 2019.

In order to prevent future hiring improprieties such as the ones that occurred in this case and ensure SIU's compliance with existing hiring rules, the OEIG recommends that the SIU system engage in comprehensive training for Human Resources employees and upper administration employees engaged in hiring. Specifically, the OEIG recommends that all pertinent employees complete training on Extra Help appointments in order to properly implement Acceptable Candidate lists according to the Civil Service rules, and complete training on Administrative or Professional position hiring procedures, including how to conduct position searches and the appropriate use of search waivers.

Furthermore, the OEIG recommends that the SIU system consider implementing a meaningful system of review of hires, particularly for Administrative or Professional position hiring, to avoid the issues discussed in this report regarding the improper use of search waivers for these positions. SIU or the Board of Trustees may also want to implement rules curbing the SIU President's ability to bypass the search process by signing his or her own Search Waiver Request forms.

No further investigative action is needed and this case is considered closed.

Date: **12/13/2018**

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

607 East Adams, 14th Floor
Springfield, Illinois 62701

By: **Joshua Hughes**
Investigator

Tiffany Pryor-Wallace
Supervising Investigator #157

Rachel Miller
Assistant Inspector General #144

AGENCY OR ULTIMATE JURISDICTIONAL AUTHORITY
RESPONSE FORM

Case Number: 17-02333 Return 20 Days After Receipt

Please check the box that applies. (Please attach additional materials, as necessary.)

☐ We have implemented all of the OEIG recommendations. Please provide details as to actions taken:

- Dr. Randy Dunn has been notified the University will not proceed with his hire at SIU Edwardsville for the spring 2019 semester, or thereafter.
- Please note that University Trustees, aside from student members, are gubernatorial appointments, thus the recommendation regarding Mr. Thomas's appointment is not within the University's purview.

☒ We will implement some or all of the OEIG recommendations but will require additional time to do so.
We will report to OEIG within 60 days from the original return date.

☐ We do not wish to implement some or all of the OEIG recommendations. Please provide details as to what actions were taken, if any, in response to OEIG recommendations:

Signature

Southern Illinois University, University Ethics Officer
Print Agency and Job Title

Michelle Taylor
Print Name

December 20, 2018
Date

AGENCY OR ULTIMATE JURISDICTIONAL AUTHORITY RESPONSE FORM

Case Number: OEIG Case No 17-02333 Return 20 Days After Receipt

Please check the box that applies. (Please attach additional materials, as necessary.)

X We have implemented all of the OEIG recommendations. Please provide details as to actions taken:

The Case involves one finding and recommendation directed at the Governor's office: "**Founded**—SIU Trustee Randal Thomas did not sufficiently perform his duties as Board Chair."

The Governor's office notes that Mr. Thomas served on the Board from May 2013 until February 2018 when he resigned. The office agrees with the OEIG findings regarding Mr. Thomas and will not reappoint Mr. Thomas. We will also leave the OEIG report for our successors in the Governor's office with our suggestion that he not be reappointed.

☐ We will implement some or all of the OEIG recommendations but will require additional time to do so.
We will report to OEIG within _____days from the original return date.

☐ We do not wish to implement some or all of the OEIG recommendations. Please provide details as to what actions were taken, if any, in response to OEIG recommendations:

s/Lise T. Spacapan

Signature

Lise Spacapan

Print Name

General Counsel, Office of the Governor Bruce Rauner

Print Agency and Job Title

January 11, 2019

Date

AGENCY OR ULTIMATE JURISDICTIONAL AUTHORITY
RESPONSE FORM

Case Number: 17-02333 Return 20 Days After Receipt

Please check the box that applies. (Please attach additional materials, as necessary.)

☐ We have implemented all of the OEIG recommendations. Please provide details as to actions taken:

- *(Previously Reported) Dr. Randy Dunn has been notified the University will not proceed with his hire at SIU Edwardsville for the spring 2019 semester, or thereafter.*
- *(Previously Reported) Please note that the University Trustees, aside from student members, are gubernatorial appointments, thus the recommendation regarding Mr. Thomas's appointment is not within the University purview.*
- *On February 20, 2019, the Executive Director of the State University Civil Service System (SUCSS) will conduct a training regarding extra help hires, including discussion of acceptable candidate lists, for upper administration from SIU Carbondale and the SIU System, as well as HR staff from all three campuses (SIU Carbondale, SIU Edwardsville, and the SIU School of Medicine).*
- *Training will be conducted for upper administration from SIU Carbondale (scheduled for February 25, 2019) and the SIU System regarding Administrative/Professional position hiring procedures.*

☒ We will implement some or all of the OEIG recommendations but will require additional time to do so. We will report to OEIG by April 8, 2019 regarding completion/progress of implemented recommendations.

- *Additions to SIU Board of Trustees' Policy language are being drafted regarding approval of search waivers initiated by the SIU President. Approval of such changes is anticipated at the Board of Trustees' meeting of March 28, 2019.*
- *Procedures specific to the SIU System offices for hiring are being drafted and training on the same will be conducted to ensure a review of hires occurs, particularly for Administrative/Professional positions, similar to such review systems on the campuses. Additional re-fresher training will also be conducted on the three campuses regarding the procedures already in place to review hires, particularly for Administrative/Professional positions.*

☐ We do not wish to implement some or all of the OEIG recommendations. Please provide details as to what actions were taken, if any, in response to OEIG recommendations:

Signature

Southern Illinois University, University Ethics Officer
Print Agency and Job Title

Michelle Taylor
Print Name

February 18, 2019
Date

AGENCY OR ULTIMATE JURISDICTIONAL AUTHORITY
RESPONSE FORM

Case Number: 17-02333 Return 20 Days After Receipt

Please check the box that applies. (Please attach additional materials, as necessary.)

X We have implemented all of the OEIG recommendations. Please provide details as to actions taken:

The Case involved one finding and recommendation directed at the Governor's Office: "Founded_ SIU Trustee Randall Thomas did not sufficiently perform his duties as Board Chair."

The Governor's Office did not reappoint Mr. Thomas when his term expired in January 2019.

☐ We will implement some or all of the OEIG recommendations but will require additional time to do so.
We will report to OEIG within _____days from the original return date.

☐ We do not wish to implement some or all of the OEIG recommendations. Please provide details as to what actions were taken, if any, in response to OEIG recommendations:

Office of the Governor
Deputy General Counsel

Signature

Print Agency and Job Title

Whitney Rosen

April 1, 2019

AGENCY OR ULTIMATE JURISDICTIONAL AUTHORITY
RESPONSE FORM

Case Number: 17-02333 Return 20 Days After Receipt

Please check the box that applies. (Please attach additional materials, as necessary.)

☒ We have implemented all of the OEIG recommendations. Please provide details as to actions taken:

- *Dr. Randy Dunn was notified the University would not proceed with his hire at SIU Edwardsville for the spring 2019 semester, or thereafter.*
- *Please note that the University Trustees, aside from student members, are gubernatorial appointments, thus the recommendation regarding Mr. Thomas's appointment is not within the University purview. However, it should be noted that Mr. Thomas was not re-appointed following the expiration of his term earlier this year.*
- *On February 20, 2019, the Executive Director of the State University Civil Service System (SUCSS) conducted a training regarding extra help hires, including discussion of acceptable candidate lists, for upper administration from SIU Carbondale and the SIU System, as well as HR staff from all three campuses (SIU Carbondale, SIU Edwardsville, and the SIU School of Medicine).*
- *Training was conducted for upper administration from SIU Carbondale on February 25, 2019 and March 12, 2019 and the SIU System on April 2, 2019 regarding Administrative/Professional position hiring procedures, including the appropriate use of search waivers. Similar training was also conducted for upper administration from the SIU School of Medicine on March 26, 2019 and from SIU Edwardsville on April 3, 2019.*
- *The University Guidelines were amended to add explicit provisions that, besides any required Board of Trustees' approval, the creation of positions and hiring at the system-level must comply with the respective procedures of the campus that will otherwise process the appointment, unless an exception to the campus procedure is approved by the Board of Trustees.*
- *Additions to the SIU Board of Trustees' Policy language were approved March 28, 2019 regarding approval of search waivers initiated by the SIU President, requiring such search waivers to be approved in writing by the Chair of the Board of Trustees or Trustee designated by the Chair, as well as by the respective equal opportunity office at the campus that will otherwise process the appointment. Amendments to SIU Board of Trustees' Statutes language were also approved March 28, 2019 to require prior Board of Trustees' approval of a title change in a position of employment within two reporting levels of the President.*
-
- *Finally, while not directed by the OEIG, SIU Carbondale approved and implemented a Spousal/Partner Search Waiver Policy, in addition to its Nepotism Policy already in place.*

☐ We will implement some or all of the OEIG recommendations but will require additional time to do so. We will report to OEIG by _____regarding completion/progress of implemented recommendations.

☐ We do not wish to implement some or all of the OEIG recommendations. Please provide details as to what actions were taken, if any, in response to OEIG recommendations:

Signature	Southern Illinois University, University Ethics Officer Print Agency and Job Title
Michelle Taylor Print Name	April 8, 2019 Date

IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

RECEIVED
MAY 03 2019
EXECUTIVE ETHICS COMMISSION

IN RE: DR. RANDY DUNN) #17-02333

RESPONDENT'S SUGGESTIONS FOR REDACTION / PUBLIC RESPONSE

Please check the appropriate line and sign and date below. If no line is checked, the Commission will not make your response public if the redacted report is made public.

✓ Below is my public response. Please make this response public if the summary report is also made public; or

_____ Below are my suggestions for redaction. I do not wish for these suggestions to be made public.

Respondent's Signature

5/2/19
Date

Instructions: Please write or type suggestions for redaction or a public response on the lines below. If you prefer, you may attach separate documents to this form. Return this form and any attachments to:

Illinois Executive Ethics Commission
401 S. Spring Street, Room 513 Wm. Stratton Building
Springfield, IL 62706

PLEASE SEE ATTACHED RESPONSE.

RESPONSE OF RANDY J. DUNN

RECEIVED
MAY 03 2019
EXECUTIVE ETHICS COMMISSION

TO: Executive Ethics Commission

FR: Dr. Randy J. Dunn

DA: May 2, 2019

RE: OEIG Case #17-02333

The referenced Final Report makes allegations against me, acting in my role as president of the Southern Illinois University (SIU) System and in my official capacity, that I: a) improperly negotiated the employment of the daughter and son-in-law of Dr. Carlo Montemagno as a part of Montemagno's hiring process to become chancellor of the SIU Carbondale campus; b) violated SIU Carbondale hiring procedures during the process of hiring the daughter, Melissa Germain; c) violated Civil Service rules during the process of hiring the son-in-law, Jeffrey Germain; and, d) violated SIU hiring procedures when hiring Dr. William Bradley Colwell as Vice President for Academic Affairs.

My public response herein respectfully DISAGREES in part, and AGREES in part with the four Findings of the OEIG. Discussion around each is presented in the same order as outlined above. Following this, my response closes with a correction to the factual record and then raises a serious concern about the leaking of an earlier *confidential* version of the Final Report which was prepared for the involved parties and dated December 13, 2018.

DISCUSSION OF FINDINGS

---*Improperly negotiated hiring of Germains* – I respectfully disagree with the Finding. Nothing is inherently wrong or unethical in making certain pre-employment agreements which are not memorialized in a written contract, and it is not an uncommon practice generally. However, the agreement to hire the Germains, as family members of the new chancellor, was admittedly unusual. By virtue of his position and role, and as a direct report to the Board of Trustees, the General Counsel is the ultimate arbiter of what should—and what should not—be placed in *any* contract the University enters into. That was no different here. While the OEIG is correct that the General Counsel and I indeed agreed the chancellor's demand to hire his kids should not explicitly be made a part of his employment contract, the determination to leave it out was the Counsel's as the drafter of the written agreement. My standard (not being an attorney) was to follow his advice on such matters, and I did so here.

Additionally, the matter of *how* the hires would be accomplished was not part of the "side agreement" on the Germains. The OEIG suggests the agreement to hire the daughter and son-in-law was "without consideration of, and in contradiction to[,]" SIU Carbondale's hiring policies. In fact, no determination of that issue was settled upon during the negotiation of the chancellor's contract.

As noted in a separate Finding related to SIU Board of Trustees Chair Randal Thomas, the Chair had accepted responsibility to keep the other Trustees informed and updated on the ongoing status of the Montemagno negotiations. That was his established and agreed-upon role in the "triumvirate," working with the Counsel and myself to effectuate an employment agreement with the new chancellor. Whether the Chair did that or not, I cannot say for sure; however, it appears such was not the case. Nevertheless, it is not the president's duty to "check the work" of his or her chair. Further, it appears that *no* Trustee contacted the Chair to provide guidance as I had specifically asked of them in my email of June 27—in so doing, they might have better

fulfilled responsibility to engage in the communication process to help secure a candidate which they had directed me to get under contract as the next chancellor of the SIU Carbondale campus.

---*Violated hiring practices of SIU Carbondale with Melissa Germain* – I respectfully disagree with the Finding. At the heart of this allegation is the question of whether or not a search waiver was appropriately utilized in the hiring of Ms. Germain. The Final Report identified five instances in which approval of a search waiver—a practice permitted under SIU Carbondale policy—may be appropriate. In simply reviewing the terms related to the different reasons for a waiver, there is more than a little subjectivity at play in applying those five exceptions versus conducting a full-blown search. A long history of past practice in the use of search waivers at SIU Carbondale indicates the variety of circumstances in which waivers have been employed previously. Possibly most notable and common are those instances in Athletics where head coaches are hired (sometimes with a nominal search) and then that coach's staff is brought in on waivers. In such cases, for example, it is not clear how one of the five exceptions are met.

In the case of Ms. Germain, the OEIG in Footnote No. 53 allows that SIU Carbondale's Human Resources Office supported "an open-ended search waiver...given the nature of this hire, it doesn't make sense to require repeated approvals from Affirmative Action." One of the reasons for a search waiver in policy is to "*temporarily appoint someone to a position while a permanent search is underway*" (italics mine). The OEIG had testimony from the [illegible] that an open and vacant position for an associate director existed which [illegible] "did not have interest in placing Ms. Germain in..." Fair enough. As indicated, though, [illegible] also had previously discussed her desire to move forward on a theatre marketing position which is the spot that Ms. Germain eventually filled. Germain's hire was on a term (in this case, one year only) contract so Germain's search waiver in fact met the "temporary" standard for a permanent position which had been planned with the Department of Theatre and the McLeod Summer Theatre. The underlying qualifications for the search waiver were met.

---*Violated Civil Service rules with Jeffrey Germain* – I agree with this Finding. While my argument on the use of search waivers above is applicable in this case, Germain's hiring in the "Extra Help" position category had implications under the State Universities Civil Service System rules which I did not acknowledge or take into account. As noted in a separate Finding, SIU Carbondale also appears to not have understood the complexity of those rules and was not in a position to provide guidance on the utilization of "Acceptable Candidate" lists which were not maintained by the campus at the time of the violation.

---*Violated hiring policy with Dr. Brad Colwell* – I respectfully disagree with the Finding. The OEIG makes the assumption in this Finding that the SIU Carbondale *campus* policies apply in total to the SIU *System*. While the SIU system/president's office relies upon certain operational and functional support from all three SIU main campuses, the system is not a subset of, nor subordinate to the Carbondale campus any more than it is tied to the rules of the Edwardsville or Springfield campuses. There was no explicit system-level prohibition on the use of a search waiver and the record makes clear that Trustees were fully aware of my "intent to place Dr. Colwell into the position of Vice President for Academic Affairs," and no requirement existed to provide background on how the candidate was selected for the position. (The same exception and argument holds true for the system employee referenced in Footnote No. 74.) My claim here is further evidenced by the fact that the SIU System in its response to the Final Report acknowledges that it has now drafted policy language "regarding search waivers initiated by the SIU President" and reference is explicitly made to "[p]rocedures specific to the SIU *System* offices for hiring..." (italics mine). These policies are being added at this time precisely because they weren't in effect during the time of the alleged violation.

OTHER ISSUES

---Footnote No. 8 indicates that I was "removed as President by the Board of Trustees during the course of this investigation for reasons unrelated to the allegations in this case." This is factually incorrect. The record is as

follows: A number of SIU Trustees attempted to remove me with a vote at their special meeting held on June 21, 2018 in Edwardsville. However, that motion had insufficient support and did not pass. I subsequently submitted a retirement resignation which the Board of Trustees approved on July 16, 2018, with my final day of employment as July 30, 2018.

---An earlier unredacted version of the Final Report based upon the OEIG's investigation, with an obviously-marked CONFIDENTIAL transmittal page dated December 13, 2018, was made available for review to myself and individuals representing the Governor's Office, the SIU Board of Trustees, and I would assume related attorneys and/or senior executives. Based upon reporting in the *Daily Egyptian* newspaper in a story appearing on March 18, 2019 ("Inspector general report finds Randy Dunn mishandled multiple hirings") and in the *Southern Illinoisan* newspaper in a story appearing on March 22, 2019 ("Full state ethics report shows Randy Dunn, not Montemagno, made improper hires..."), it seems clear that version of the Final Report was leaked in whole or in part by some person or entity who was given access to it. I will testify, as will my legal representative, that we did not leak this report nor request anyone to do such on my behalf.

While the Executive Ethics Commission may be unable at this stage to ascertain how or by whom the earlier version of the Report was provided to the Carbondale media, it is unquestionably a blatant act of misconduct on the part of the perpetrator. Given this, I would respectfully request that the Executive Ethics Commission refrain from making public the Final Report as a means to communicate the seriousness of this misconduct and to dissuade other individuals or agencies from even considering the leaking of a confidential report such as this in the future. It was intentional misbehavior that should be addressed in some way.

I appreciate the opportunity to make this response. It is my belief that if the OEIG had fully understood the background of the information it reviewed, and the nature of the testimony and evidence it developed, the only appropriate finding against me would have been the one regarding the Civil Service rules in the hiring of Jeffrey Germain.

Thank you for your consideration of this information and request.

Randy J. Dunn

5/2/19

Date