

**OFFICE OF THE INSPECTOR GENERAL
CITY OF BALTIMORE**



**Isabel Mercedes Cumming
Inspector General**

**Investigative
Report Synopsis**

OIG Case # 23-0017-I

Issued: May 2, 2023



OFFICE OF THE INSPECTOR GENERAL
Isabel Mercedes Cumming, Inspector General
City Hall, Suite 635
100 N. Holliday Street
Baltimore, Maryland 21202



May 2, 2023

Dear Citizens of Baltimore City,

The Baltimore City Office of the Inspector General (OIG) received a complaint alleging that a Mayor's Office of Minority & Women-Owned Business Development (MWOBD) employee (the MWOBD employee) held concurrent employment with the City of Baltimore (the City) and the Baltimore City Public School system (BCPSS) between March and October 2022. The OIG completed an investigation into the allegation, substantiating that the MWOBD employee held concurrent employment with a City agency and a non-City agency without the City's knowledge or approval and in violation of City policies.

City of Baltimore Employment

The MWOBD employee worked for the City from November 2017 until their voluntary resignation in October 2022. According to Workday¹, the MWOBD employee's City work hours were Monday through Friday from 8:30 a.m. to 4:30 p.m. However, since March 2020, the MWOBD employee was authorized to telework from their home, a provision put in place due to the COVID-19 pandemic, with an assigned schedule of Monday through Friday from 8:00 a.m. to 4:00 p.m. (Exhibit 1).

The OIG interviewed an agency administrator regarding the MWOBD employee's job responsibilities. The administrator noted that the MWOBD employee's assigned work schedule was Monday through Friday from 9:00 a.m. to 5:00 p.m. teleworking from their home. During a typical workweek, the MWOBD employee would attend weekly meetings scheduled for Mondays and Thursdays, held virtually, each lasting approximately one hour. In addition to the weekly meetings, the MWOBD employee was responsible for administrating the MWOBD website and internal databases.

Regarding simultaneous employment with MWOBD and the BCPSS, the administrator was unaware that the MWOBD employee had a second job until August 2022. The MWOBD employee informed their supervisor of the secondary employment and opined that it would not interfere with their required MWOBD work schedule or duties. It was not until October 2022 that the administrator learned that the MWOBD employee's dual employment with the BCPSS was simultaneous. After confronting the MWOBD employee about the dual employment concerns, the MWOBD employee immediately resigned and separated employment with the City.

¹ Workday is the City's personnel records and time and attendance management system.

REPORT FRAUD, WASTE AND ABUSE

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Baltimore City Public School System Employment

In October 2021, the MWOBD employee applied to the BCPSS seeking employment. In February 2022, they were hired by the BCPSS in the Office of the Chief Technology Officer (the CTO) with a start date of March 14, 2022 (Exhibit 2).

The OIG interviewed a BCPSS administrator regarding the MWOBD employee's job duties and their scheduled work hours with BCPSS. The MWOBD employee's assigned duties were to assist with planning meetings, overseeing daily operations within the BCPSS Office of Technology, act as a delegate at conferences and other functions as directed by the CTO, and act as a liaison between the BCPSS Office of Technology and its internal and external customers. Between March 2022 and May 2022, the MWOBD employee was scheduled to be physically present in the BCPSS offices Monday through Friday from 8:00 a.m. to 4:00 p.m. In May 2022, their schedule changed to working three days in the BCPSS offices and two days teleworking from home on Wednesdays and Fridays.

According to the BCPSS administrator, during the MWOBD employee's job interview, they stated that their position with the City was ending, which was the cause for them seeking employment with the BCPSS. Hence, the BCPSS concluded when the MWOBD employee started in March 2022 that the MWOBD position had ended. However, in October 2022, the MWOBD employee informed the BCPSS that they were still working for the City without the BCPSS' knowledge. Further, the MWOBD employee stated that the City told them it was a conflict to have simultaneous employment with the MWOBD and the BCPSS. As a result, the MWOBD employee resigned from the City to maintain their career with BCPSS.

Salary Payments

Between March and October 2022, the MWOBD employee received bi-weekly paychecks from the City and the BCPSS. Investigation revealed that the MWOBD employee received \$35,665.88 from the City and \$68,688.75 from the BCPSS. Overall, during the seven months of the MWOBD employee's dual employment, they received a combined gross income of \$104,354.63.

City of Baltimore Policy

The City's Administrative Policy Manual (AM) section AM §200-1: *Concurrent City Employment* states that City employees may have additional employment outside of City government provided such work does not violate any other City policies, rules, and ordinances. However, AM §200-1 is silent on dual employment between a City agency and a non-City agency with overlapping schedules. Further, AM §200-13: *Telework Policy* does not explicitly address the matter of secondary employment while teleworking for the City. The MWOBD employee teleworked for the City since March 2020, as noted by their telework agreement for the MWOBD position.

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OIG Findings

The OIG investigation substantiated the allegation that the MWOBD employee was employed simultaneously by the City and the BCPSS. The OIG confirmed that the MWOBD employee was authorized to work from their home for the City position between March and October 2022. During the same time, they were physically present in the BCPSS offices Monday through Friday before switching to a hybrid schedule of three days in the BCPSS offices.

A previous OIG investigation in July 2021² recommended that the City review AM §200-1: *Concurrent City Employment* to address the lack of guidance for employees having concurrent employment with separate entities with overlapping work schedules. Again, the OIG recommends that the City revise AM §200-1 and AM §200-13 to address dual simultaneous employment while teleworking and how the AM policies apply to concurrent employment with another agency. Further, the City Law Department can review if the MWOBD employee violated any City policies or regulations by having concurrent employment with the City and BCPSS regarding civil or criminal penalties that would allow the City to seek reimbursement of the wages paid to the MWOBD employee during their overlapping employment with the BCPSS.

Exhibits:

1. MWOBD employee's City Telework Agreement
2. BCPSS Employment Offer Letter

Sincerely,



Isabel Mercedes Cumming, Inspector General

CC: Hon. Brandon M. Scott, Mayor of Baltimore City
Hon. Nick Mosby, President, City Council
Hon. Bill Henry, Baltimore City Comptroller
Honorable Members of the Baltimore City Council
Hon. Ebony Thompson, Acting City Solicitor

² Refer to OIG Investigation # 21-0049-I.

Exhibit 1

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AM 200-13-1

m

Telework Agreement

Employee Name: _____

Title: _____ Date: 3/17/20

Department/ Division: _____ Work Location: Home

Supervisor Name/Title: _____

Teleworking at the City of Baltimore ("City") is the practice of working at home or another alternative work location instead of the City's main office location. It is a work alternative arrangement that the City offers to eligible employees when it would benefit both the City and its employees.

Not all positions are suited for telework. Those positions responsible for providing in-person customer service, direct handling of secure materials determined to be inappropriate for telework by the Agency Head, or requiring on-site presence are not suited for telework. Telework is a privilege which may be granted in accordance with *AM 200-13 Telework Policy*. Determinations will be made by the Immediate Supervisor/Manager and/or the Agency Head.

Employees who telework shall adhere to the City's policy and procedures governing telework as well as all other City policies, procedures, and guidelines, including the acceptable use of information technology. The employee is responsible for maintaining confidentiality and security at the alternate work location.

Section I: To be completed by the Employee

TELEWORK LOCATION AND REPORTING

Outlined below are the specific conditions for teleworking agreed upon by the participating employee and his/her supervisor(s), which must include in each instance a requirement specified by the Agency head that the teleworking employee complete a written document or report itemizing the work done and tasks performed during each teleworking day in detail reasonably satisfactory to the Agency head to be submitted in a form or format approved by the Agency head to the person designated by the Agency head promptly following the teleworking day .

12/13/17 (new)

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a

AM 200-13-1

m

Telework Agreement

Temporary. Please briefly explain and provide timeframe: _____

Please enter your complete weekly work schedule, including days/hours/locations in and out of the office during the telework week.

Day	Hours – Include meal period and breaks for each day of your work week (i.e., 8:30 am – 4:30 pm)	Location (City or Alternate Location)
Monday	8 am - 4 pm	Home / Telework
Tuesday	8 am - 4 pm	Home / Telework
Wednesday	8 am - 4 pm	Home / Telework
Thursday	8 am - 4 pm	Home / Telework
Friday	8 am - 4 pm	Home / Telework

WORK SPACE ENVIRONMENT

Participating employees must designate a specific work space at the alternate work location. The employee's alternate work location will be considered an extension of the City's main office location. Therefore, the City will continue to be liable for job-related accidents of employees that occur in the alternate work location during the employee's working hours. Workers' compensation liability is limited to the designated work space as opposed to all areas of the alternate work location. A photograph of the alternate location must accompany this signed agreement.

Describe in detail the specific work space at the alternate location: _____

My home office.

12/13/17 (new)



a

AM 200-13-1

m

Telework Agreement

Note any additional conditions agreed upon by the applicant and supervisor(s): _____

PRINT FORM AND FOLLOW REMAINING DIRECTIONS TO BEGIN APPROVAL PROCESS

Certifications

I certify that all information contained in this checklist is true and complete to the best of my knowledge. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for my preclusion from teleworking and/or disciplinary action.

Further, I understand that this telework agreement is not an employment contract and may not be construed as such. I certify that I have read, understand, and agree to comply with the terms of the City's Telework Policy and the specific terms of this agreement.



Teleworker Signature
(Approved in accordance with the considerations noted above)

3/17/20

Date

a

AM 200-13-1

m

Telework Agreement

Section II: To be completed by the Immediate Supervisor/Manager, or Agency Head

Approved telework agreements are subject to review and renewal no less frequently than annually, twelve months from the date the arrangement began or was last renewed.

Whenever there is a change in supervision, the unit will review and determine whether to continue all alternate work schedules.

In approving this request for telework, I have considered whether:

- Service delivery to internal and external customers will be maintained;
- Operational requirements will be met;
- Adequate coverage for offices or operations will be maintained during normal periods of public service;
- Satisfactory performance of the employee is evidenced by the most recent performance evaluation;
- There will be a positive impact on the environment;
- Increased employee engagement will be supported through improved work/life balance; and/or
- There will be any budgetary impact of such a request.

[Redacted Signature]

Agency Head
(Approved in accordance with the considerations noted above)

Date

3/17/2020

Date

Exhibit 2

OIG Case 23-0017-I

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Brandon M. Scott
Mayor, City of Baltimore

Johnette Richardson
Chair, Baltimore City Board
of School Commissioners

Dr. Sonja Brookins Santellises
Chief Executive Officer

February 24, 2022

Dear [REDACTED]:

Congratulations, your assignment as [REDACTED] – Office of the Chief Technology Officer has been approved by the Board of School Commissioners to be made effective March 14, 2022. Your annualized salary will be \$116,743. This position is not affiliated with any bargaining union. You will receive benefits associated with this unaffiliated position.

All City Schools staff members are required to have been fully vaccinated against COVID-19, or to have applied for and received a medical or religious exemption from this mandate. Please initial below to confirm that you understand and agree that:

1. This offer of employment is contingent upon you demonstrating proof that you have been fully vaccinated against COVID-19 or that you have applied for and been granted a medical or religious exemption from this mandate.
2. Your start date may be affected by your vaccination or exemption status.

[REDACTED] Initials

If you have prior years of service with the State Retirement system, please contact Joyce Cooper in the Human Capital Retirement Office at 410-396-8885 within 48 hours of signing this letter.

Please indicate your acceptance by signing below:

[REDACTED] Signature

2/26/2022

Date

Your signed offer letter must be returned to the Compensation Office within 48 hours.

On behalf of all Baltimore City Public Schools employees, we extend to you our best wishes in your new assignment.

Sincerely,

Sarah Diehl

Sarah Diehl
Interim Chief Human Capital Officer

zj

cc: Personnel File

** I understand that Baltimore City Public Schools reserves the right to amend the aforementioned salary due to any unintentional errors.

200 East North Avenue • Baltimore, Maryland 21202 • www.baltimorecityschools.org

REPORT FRAUD, WASTE AND ABUSE

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City of Baltimore Department of Human Resources Response

Case # 23-0017-I

REPORT FRAUD, WASTE AND ABUSE

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Confidential



Management Alert Response

Department of Human Resources
Office of Policy and Compliance
7 E. Redwood St. Baltimore, MD 21202

REPORT FRAUD, WASTE AND ABUSE

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Management Alert Response

A. Allegation

The Office of the Inspector General (OIG) issued a management alert dated March 3, 2023. The Management alert indicated that it initiated an investigation into a complaint regarding ██████████ Mayor's Office of Minority/Women's Office of Business Development (MWOBD) ██████████. More specifically, the complaint alleged that ██████████ held concurrent employment with the City of Baltimore (the City) and the Baltimore City Public School System (BCPSS) between March and October 2022. It is further alleged that ██████████ was paid by both the City of Baltimore and Baltimore City Public School System for work performed during the same days and hours.

The alert mentioned that the OIG independently corroborated the allegation that ██████████ was employed simultaneously by the City and the BCPSS. The OIG confirmed that ██████████ was authorized to work remotely for the City position between March and October 2022 and, during the same time, was physically present in the BCPSS offices Monday through Friday between March and May 2022 before switching to a hybrid schedule of three days in the BCPSS offices.

The OIG, therefore, noted that AM 200-13 does not explicitly address the matter of secondary employment while teleworking for the City. The OIG also stated that although AM 200-13 does not detail secondary employment while teleworking, AM 200-1: *Concurrent City Employment* prohibits concurrent city employment by a City employee with another City agency. They further pointed out that AM 200-1 is silent on dual employment between a City agency and a quasi-City agency such as BCPSS and needs to address if a City employee can have overlapping schedules while working for a City agency and a quasi-City agency.

Therefore, the OIG recommended that the City revise AM 200-1 and AM 200-13 to address dual simultaneous employment while teleworking and how the AM policies apply to concurrent employment with a quasi-City agency.

B. Relevant Policy

This management alert response will analyze AM 200-13 (*Telework Policy*) and AM 200-1 (*Concurrent City Employment Prohibition*).

C. Analysis

This management alert response will address the following questions:

1. Is the Baltimore City Public School Systems a quasi-agency and therefore subject to AM 200-1?

No, Baltimore City Public School System (BCPSS) is not a quasi-agency of the City of Baltimore. The State of Maryland created the Baltimore City Board of School Commissioners in 1997 as a partnership between the Mayor and City Council of Baltimore and the State. Senate Bill 795, 1997 explicitly states that the Baltimore City Board of School Commissioners of the Baltimore City Public School System "shall

have the authority and be responsible for all functions relating to the Baltimore City Public School System.” The Board is the local education authority in Baltimore City and provides a free public education to students residing there. §4-303, MD. CODE ANN., EDUC. Like all other local education authorities, the Baltimore City Board of School Commissioners is an arm and instrumentality of the State and not municipal government. Absent any separate defining authority or structure that subjects BCPSS to the City’s AM policy, it is distinct from municipal agencies and subject only to the governing rules in statute, COMAR and BCPSS promulgated policy.

2. Does the telework policy restrict a person from having concurrent employment?

The telework policy, AM 200-13 does not explicitly address the matter of secondary employment while teleworking for the City. However, Section A of “Terms for Teleworking” states clearly that all employees eligible to participate in the telework program must adhere to the approved telework schedule and **work from an approved worksite**. “Section A” also says that teleworking employees must account for, and report time spent at the alternative work location in the same manner **as if the employee reported for work at the primary office location**. “Section B of Terms for Teleworking” further explains that employees eligible to participate in the telework program must acknowledge and agree that:

1. A specific workspace is designated at the alternate work location. The employee's alternate work location will be considered an extension of the City's primary office location. Therefore, the City will continue to be liable for job-related accidents of employees that occur in the alternate work location during the employee's working hours.

██████████ listed ██████████ home office in the telework agreement as ██████████ alternative work location in ██████████ signed telework agreement with MWOBD. ██████████ however, was physically present in the BCPSS offices Monday through Friday between March and May 2022 before switching to a hybrid schedule of three days in the BCPSS offices during the same time as ██████████ teleworking hours with MWOBD. ██████████ working at the BCPSS office, therefore, violates ██████████ telework agreement with MWOBD. Moreover, ██████████ was performing work for BCPSS during time that ██████████ was scheduled to be working remotely for the City of Baltimore. This also violates ██████████ telework agreement with MWOBD as remote work is to be performed in the same manner “as if the employee reported for work at the primary office location.”

Consequently, while the Telework Policy does not explicitly address concurrent work, it does provide safeguards to ensure that employees working remotely are performing City business during scheduled work hours from a designated remote location in the same manner that they would if they reported to a city installation.

AM 200-1 - Concurrent City Employment Prohibition specifies that neither exempt nor nonexempt full-time employees of the City of Baltimore may have concurrent employment with the City of Baltimore. AM 200-1 only provides an exemption to part-time employees. They may have concurrent part-time employment with the City of

Baltimore; however, the employee may not work more than 20 hours per week in each job. Part-time employees may not have employment in more than two concurrent part-time positions with the City of Baltimore. This Policy has been referred to the Policy Review Committee to review and provide recommendations to more clearly articulate the prohibition on simultaneous employment during City work hours.

Conclusion

Although AM 200-1 does not explicitly state in the policy the prohibitions for concurrent employment between a non-city agency and a city agency, the spirit of the policy is that employees should not be compensated twice for working simultaneously. AM 200-1 seeks to safeguard the City from double-paying employees for the same workday from multiple City agencies. ■■■ reporting that ■ worked at the same times for two agencies not only violates the spirit of AM 200-1, but also violates AM 205-10 Payroll Abuse.

The Policy Review Committee is currently reviewing AM 200-1 to provide recommendations that include language that makes clear that an overlapping schedule is prohibited while working secondary employment. Additionally, the recommendations will define secondary employment as a city employee employed full-time while simultaneously employed in a full or part-time position outside the City. Further recommendations should specify that secondary employment during the same hours as an employee's city employment is strictly prohibited.

The policy is still currently under revision, and updates are still ongoing. These updates will be subject to BoE approval. We have also provided guidance to the HR community that employees should be instructed to notify their agency before accepting secondary employment to avoid the possibility of overlapping work schedules.

It is worth noting that ■■■ conduct violated existing policy and merited discipline had ■ not resigned immediately upon being confronted with ■ concurrent employment with BCPSS.