IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

IN RE: JENNIFER EARLEYWINE	)	No. 26-EEC-001
	)	
	)	Appeal of OEIG
	)	Revolving Door
	)	Determination

DECISION

This cause is before the Executive Ethics Commission ("Commission") on appeal by Jennifer Earleywine ("Appellant") from a determination by the Office of the Executive Inspector General for Agencies of the Illinois Governor ("OEIG") under Section 5-45 of the State Officials and Employees Ethics Act ("Ethics Act"), 5 ILCS 430/5-45. Appellant appears *pro se*. The OEIG is represented by Assistant Attorney General Elena Meth on behalf of the Office of the Attorney General.

The Commission denies Appellant's appeal in part and grants it in part, and the Commission upholds the OEIG's determination that Appellant is restricted from accepting employment with Hanson Professional Services, Inc.

FINDINGS OF FACT

The record of proceedings has been reviewed by the members of the Executive Ethics Commission. The record consists of:

(i) the OEIG's Revolving Door "Restricted" determination letter of December 10, 2025 ("Restricted Determination"), which states Appellant cannot accept employment with Hanson Professional Services, Inc. ("Hanson") because Appellant participated personally and substantially in the award, fiscal administration, and issuance of seven work orders ("WO") under contract RFP DOT 23-LAC-D4-01(B);

(iii) Appellant's appeal of the Restricted Determination, which the Commission received on December 17, 2025;

(ii) the OEIG's revolving door determination file that served as the basis for the Restricted Determination, which the Commission and Appellant received on December 18, 2025; and

(iii) the Attorney General's Response in Opposition to an Appeal from a Revolving Door "RESTRICTED" Determination ("OAG Response"), which the Commission and Appellant received on December 22, 2025.

Appellant agreed to file any reply to the OAG Response on or before December 23, 2025. The Appellant did not file a reply.

The Commission received no public comment regarding this matter.

Based upon this record, the Commission makes the following findings of fact:

A. Appellant's Position at IDOT

1. Appellant has been employed by the Illinois Department of Transportation ("IDOT") from April 1, 1996, through the present.

2. From November 16, 2017, through the present, Appellant has served as a Realty Specialist IV in IDOT District 4.

3. Appellant's position description states she "is accountable for directing, coordinating, and monitoring the in-house and contracted negotiation and relocation activities associated with the timely acquisition" of parcels of land for IDOT projects. Her duties include "assign[ing] the unit's resources," and she "accomplishes accountabilities through . . . subordinate staff," including "additional fee negotiators and consultants." She is "[r]esponsible for scheduling all work related to negotiations to insure [sic] all projects have Rights of Way clear for targeted letting dates."

4. Appellant currently has one direct report who has reported to her since 2017. Appellant states she and her direct report are the only IDOT employees in District 4 who can do negotiation jobs, and she is the only District 4 employee trained to do relocation jobs.

5. In District 4, IDOT staff conduct approximately 20 to 30 percent of negotiation jobs and approximately 10 percent of relocation jobs in District 4. The remainder of these jobs are conducted by outside firms with which IDOT has contracts to provide negotiation and relocation services.

6. Appellant's position is classified as a c-list position, meaning that it has been identified as a position that may have the authority to participate personally and substantially in the award or fiscal administration of State contracts or grants or the issuance of State contract change orders or in licensing and regulatory decisions for purposes of subsection (c) of section 5-45 of the State Officials and Employees Ethics Act ("Ethics Act")(5 ILCS 430/5-45(c)) and that Appellant would be required to notify the OEIG before accepting an offer of non-State employment pursuant to section 5-45(f).

7. IDOT has a formal process through which an IDOT employee can request a recusal from working with a specific prospective employer to guard against conflicts of interest.

B. Hanson's Contract with IDOT

8. Hanson is a civil engineering and consulting corporation with approximately 600 employees who provide, among other services, land acquisition, civil sitework, construction support, and public outreach services.

9. Hanson is headquartered in Springfield, Illinois and has the following subsidiaries: Hanson Professional Services Canada, Ltd., Hanson Alaska Professional Services, Inc., Hanson Engineers New York, PC, Hanson Professional Services Inc. of Michigan, Hanson Professional Services Inc. Of Massachusetts, and Hanson Engineers CNMI, Inc.

10. IDOT has a contract with Hanson, RFP DOT 23-LAC-D401(B), for real estate negotiation, relocation, and appraisal consulting services. The contract has a fixed not-to-exceed amount, and funding for the contract is accessed through work orders (WOs). Each work order lists the land parcel or parcels for which Hanson will be assigned to provide services and specifies what services Hanson will provide and the rates at which Hanson will provide them. IDOT has a similar contract for the same services with another outside firm: Crawford, Murphy & Tilly (CMT).

C. Appellant's Involvement in Hanson's Contract and Work Orders

11. Appellant's current supervisor ("Supervisor") states Appellant determines who will work on negotiation and relocation projects and provides deadlines for completion of the projects. Appellant has three options for assigning a negotiation and/or relocation project: assign it to (1) an IDOT employee *(i.e.*, herself or her direct report), (2) Hanson, or (3) CMT. Appellant stated she has told Supervisor that Appellant's direct report does not have time to complete large negotiation jobs.

12. In addition to working with Supervisor, Appellant works with an IDOT contractual consultant ("Consultant"). Consultant corroborated Supervisor's statement that Appellant's duties include "assigning jobs to the two consultants under IDOT consultant contracts," Hanson and CMT. Consultant discusses with Appellant and her supervisor which project should be assigned to Hanson or CMT. According to Consultant, Appellant "has knowledge of the Hanson and CMT teams and would be consulted on which consultant would be a better fit for a particular job." Consultant seeks Appellant's "approval of most things" regarding negotiation and relocation projects, and Appellant provides Consultant with information on Hanson's personnel and strengths.

13. After a decision is made about which outside firm will receive an assignment, Consultant usually negotiates and drafts the work order, then sends it to Appellant and Supervisor for review.

14. Once a draft work order is reviewed and approved, a Hanson Senior Project Manager – Land Acquisition ("Hanson Employee 1") signs it on behalf of Hanson, and Supervisor signs it on behalf of IDOT.

15. According to Appellant, Appellant is the "primary Hanson point of contact for the related acquisition throughout the [real estate] purchase."

16. Appellant interacts with Hanson Employee 1 approximately every other day through email and telephone calls.

17. After an outside firm completes its tasks under a work order, it submits an invoice for review by Consultant and IDOT staff, including Appellant and Supervisor. Supervisor states Appellant is sent Hanson's completed paperwork for their assigned project, and Appellant reviews and coordinates appropriate IDOT signatures.

18. Appellant was involved in the decisions to issue seven work orders under contract RFP DOT 23-LAC-D4-01(B) to Hanson: WO #5, WO #6, WO #7, WO #7A, WO #8, WO #9, and WO #10, with a cumulative value exceeding $25,000:

    - **WO #5**, executed February 14, 2025, and valued at $7,610.65: Consultant, Appellant, and Supervisor initiated WO #5 and decided to assign it to Hanson instead of CMT because CMT had been assigned the appraisal project for the property, and District 4 had a general historical practice of splitting the appraisal and the negotiation/relocation projects between contractors. Appellant was asked if Hanson could handle the workload and about Hanson's prices, and Appellant replied that she thought Hanson had the manpower and the prices fell in line with what the District had historically accepted. Consultant drafted the work order, and Appellant and Supervisor reviewed the draft.

    - **WO #6**, executed February 20, 2025, and valued at $8,802: As with WO #5, Consultant, Appellant, and Supervisor initiated WO #6 and decided to assign it to Hanson because CMT did the appraisal work for the property. Again, Appellant was asked if Hanson could handle the workload and about Hanson's prices, and Appellant replied that she thought Hanson had the manpower and the prices fell in line with what the District had historically accepted. Consultant once again drafted the work order. Appellant and Supervisor provided input regarding the drafting of the work order and were involved in negotiations with Hanson.

- **WO #7**, executed April 17, 2025, and valued at $82,530**:** Appellant also participated in the decision to assign this work order to Hanson because, after examining the strengths of Hanson's team and CMT's team, it was determined that appraisals were a strength of CMT and negotiations/relocations are a strength of Hanson. Consultant initiated this work order and again asked Appellant whether Hanson could handle the workload and whether the prices were historically acceptable. Again, Appellant replied that she thought Hanson had the manpower and the prices fell in line with what the District had historically accepted. Consultant drafted the work order and negotiated the work order with Hanson.

- **WO #7A**, executed in in June 2025: Consultant assigned WO #7A to Hanson because Hanson had already been assigned WO #7, and WO #7A was a supplement to WO #7. Consultant stated Appellant had no additional involvement in WO #7A.

- **WO #8**, executed August 29, 2025, and valued at $105,910: Consultant, Appellant, and Supervisor decided to assign this work order to Hanson instead of CMT because CMT had been assigned the appraisal project for this property, and District 4 had a historical practice of splitting the appraisal and the negotiation/relocation projects between contractors. Once more, Appellant was asked if Hanson could handle the workload and about the acceptability of Hanson's pricing, and Appellant replied that she thought Hanson had the manpower and the prices fell in line with what the District had historically accepted. Consultant drafted the work order and negotiated the work order with Hanson. In addition, on October 2, 2025, Consultant informed Hanson Employee 1 that IDOT determined not to acquire a certain building, so IDOT would not require relocation services from Hanson for that parcel under WO #8. IDOT Employee 1 asked whether Hanson could bill for some time it spent visiting the site and meeting with the landowner and residents. On October 3, Consultant asked Appellant via email whether she agreed it was reasonable for Hanson to charge a partial amount for relocation for hours spent on preparation and meetings. Appellant responded, "Yes I definitely agree. They spent a fair amount of time on talking to and working up info on this parcel plus attending the appraisal walk thru [sic]." The Consultant then instructed Hanson Employee 1 via email to submit a partial fee for relocation on the work order. Appellant characterized this in one of her OEIG interviews as "a discussion regarding whether Hanson could invoice for the work they had already completed."

- **WO #9**, executed September 23, 2025, and valued at $3,680, was issued to Hanson under the same contract as Work Orders 5, 6, 7, and 8, but it was for appraisal services, not relocation or negotiation services. Appellant's position description states she reviews completed appraisals and may recommend additional or revised appraisals. It does not state she supervises appraisers or monitors appraisal work.

Appellant states she does not give opinions on appraisal work. However, Consultant stated Appellant told him someone now working at Hanson had completed an earlier appraisal for the property, so Consultant decided to assign WO #9 to Hanson instead of CMT. Consultant drafted and negotiated WO #9 without any additional involvement from Appellant.

- **WO #10**, executed on November 17, 2025, and valued at $19,546, was also for appraisal services. Consultant drafted and negotiated WO #10. It was assigned to Hanson because CMT had already received so much appraisal work.

D. Hanson's Offer of Employment to Appellant

19. In May 2025, Appellant became eligible to retire from IDOT. She started to look around to see what employment opportunities were available, and she contacted Hanson to see if Hanson had any job openings.

20. Appellant has not requested to be recused from any of her responsibilities relating to Hanson or CMT.

21. On or about November 10, 2025, Hanson Employee 1 made an informal verbal offer of potential employment to Appellant with a prospective start date of January 5, 2025, and an annual salary of between $110,000 and $127,000.

22. After Hanson Employee 1 made the informal offer, Appellant submitted a Revolving Door Notification of Offer Form (RD-101) to the OEIG. In addition, Hanson submitted a Prospective Employer or Client Form (RD-103) to the OEIG on November 19, 2025. The RD-103 indicated Appellant's supervisor would be Hanson Employee 1.

23. On November 20, 2025, the OEIG interviewed Appellant. Appellant indicated Hanson Employee 1 told her the offer of employment was informal, Hanson needed to post the position, and Appellant would have to interview for it.

24. On November 20, 2025, the OEIG issued a letter to Appellant stating her RD-101 was premature because Appellant had not yet received an offer of non-State employment.

25. On November 25, 2025, Appellant submitted an application for employment with Hanson, had an informal telephone interview with Hanson Employee 1, and received a formal written offer of employment from another Hanson employee.

26. That same day, Appellant submitted a second RD-101 to the OEIG for prospective employment with Hanson. The RD-101 indicates Appellant's supervisor would be Hanson Employee 1.

27. In a subsequent interview with the OEIG, Appellant stated her prospective start date was January 6, 2026, and her annual salary would be $112,000.

28. On December 1, 2025, Appellant submitted her RD-101 to IDOT's Ethics Officer. The IDOT Ethics Officer submitted a completed Ethics Officer's Revolving Door Statement (RD-102) to the OEIG the same day.

29. On December 10, 2025, the OEIG issued the Restricted Determination, which states Appellant was restricted from accepting employment with Hanson based on her "personal and substantial participation in the award, fiscal administration, and issuance of seven WOs under contract RFP DOT 23-LAC-D4-01(B)" with Hanson.

E. Appellant's Appeal of the Restricted Determination

30. On December 17, 2025, Appellant submitted an appeal of the OEIG's determination to the Commission.

31. On December 18, 2025:

    a. The Commission held a scheduling conference via WebEx with Appellant, the Office of the Attorney General, and counsel for the OEIG, during which the Office of the Attorney General agreed to file any objection to the appeal no later than December 22, 2025, and Appellant agreed to file a reply to any objection no later than December 23, 2025;

    b. The Office of the Attorney General provided Appellant and the Commission with a copy of the OEIG's complete Revolving Door determination file; and

    c. In accordance with 5 ILCS 430/5-45(g), the Commission sought written public comments on this matter by posting the appeal on its website and posting a public notice at its offices in the William G. Stratton Building in Springfield, Illinois.

32. On December 22, 2025, the Office of the Attorney General filed a Response in Opposition to an Appeal from a Revolving Door "RESTRICTED" Determination ("OAG Response").

33. Appellant did not file a reply to the OAG Response.

34. The Commission received no comments from the public.

CONCLUSIONS OF LAW

1. At all times relevant to this matter, Appellant was a "State employee" for purposes of the Ethics Act (5 ILCS 430). 5 ILCS 430/1-5.

2. Section 5-45 of the Ethics Act (5 ILCS 430/5-45) establishes revolving door prohibitions, notification requirements, and procedures for making and appealing OEIG determinations

as to the applicability of the prohibitions to specific employees. The relevant revolving door prohibition is found in subsection (a):

> No former . . . State employee. . . shall, within a period of one year immediately after termination of State employment, knowingly accept employment or receive compensation or fees for services from a person or entity if the . . . State employee, during the year immediately preceding termination of State employment, participated personally and substantially in the award or fiscal administration of State contracts, or the issuance of State contract change orders, with a cumulative value of $25,000 or more to the person or entity, or its parent or subsidiary.

5 ILCS 430/5-45(a).

3. Appellant's job title is properly classified as a "c-list" position under Subsection 5-45(c) of the Ethics Act because a person in her position may possess authority to participate personally and substantially in the award or fiscal administration of contracts. 5 ILCS 430/5-45(c).

4. Subsection 5-45(f) of the Ethics Act provides:

> Any State employee in a position subject to the policies required by subsection (c) or to a determination under subsection (d) . . . who is offered non-State employment during State employment or within a period of one year immediately after termination of State employment shall, prior to accepting such non-State employment, notify the appropriate Inspector General. Within 10 calendar days after receiving notification from an employee in a position subject to the policies required by subsection (c), such Inspector General shall make a determination as to whether the State employee is restricted from accepting such employment by subsection (a) or (b). In making a determination, in addition to any other relevant information, an Inspector General shall assess the effect of the prospective employment or relationship upon decisions referred to in subsections (a) and (b), based on the totality of the participation by the former officer, member, or State employee in those decisions. A determination by an Inspector General must be in writing, signed and dated by the Inspector General, and delivered to the subject of the determination within 10 calendar days or the person is deemed eligible for the employment opportunity.

5 ILCS 430/5-45(f).

5. Pursuant to Commission rule, an employee's notification to an Executive Inspector General under subsection 5-45(f) must include several elements, including a statement from the employee's ethics officer that identifies agency contracts over the previous 12 months that involve the employee's prospective employer. 2 Ill. Adm. Code 1620.610(c).

6. The OEIG issued the Restricted Determination to the Appellant in a timely manner:

> Within 10 calendar days after receiving notification from an employee in a position subject to the policies required by subsection (c), such Inspector General shall make a determination as to whether the State employee is restricted from accepting such employment by subsection (a) or (b).

5 ILCS 430/5-45(f).

7. Appellant submitted her second RD-101 to the OEIG on November 25, 2025, and she submitted it to IDOT's Ethics Officer on December 1, 2025. The Ethics Officer submitted an RD-102 to the OEIG on the same day, meaning Appellant's notification and request for a determination was complete as of December 1. The OEIG issued the Restricted Determination on December 10, 2025, which is within 10 calendar days of December 1.

8. An Executive Inspector General's determination regarding revolving door restrictions may be appealed to the Commission by the person subject to the decision or the Attorney General no later than the tenth calendar day after the date of the determination. 5 ILCS 430/5-45(g). Appellant's appeal is timely because she submitted it on December 17, 2025, seven calendar days after the OEIG issued the Restricted Determination.

9. The Commission decides whether to uphold an Executive Inspector General's determination. 5 ILCS 430/5-45(g). In making that decision, the Commission "shall assess, in addition to any other relevant information, the effect of the prospective employment or relationship upon the" contracting or fiscal administration decisions referred to in subsection (a) "based upon the totality of the participation by the former officer, member, or State employee in those decisions." 5 ILCS 430/5-45(g).

10. Appellant's appeal of the OEIG's December 10, 2025, Restricted Determination is properly before the Commission, and the Commission has jurisdiction to decide whether to uphold the Restricted Determination.

11. As with all proceedings before the Commission, "the standard of proof is by a preponderance of the evidence." 5 ILCS 430/20-50(k).

12. The record shows Appellant participated personally and substantially in the award, fiscal administration, and issuance of five work orders under contract RFP DOT 23-LAC-D4-01(B), namely: WO #5 (February 13, 2025); WO #6 (February 20, 2025); WO #7 (April 17, 2025); WO #8 (July 9, 2025); and WO #9 (September 23, 2025).

13. There is insufficient evidence in the record to conclude Appellant participated personally or substantially in the award, fiscal administration, or issuance of WOs #7A or #10.

14. Based on the totality of Appellant's participation in decisions involving her prospective employer within one year prior to November 25, 2025, and with consideration of the effect that prospective employment may have had upon her participation in those decisions, the Commission denies Appellant's appeal as it relates to WOs #5, #6, #7, and #8, and grants Appellant's appeal as it relates to WOs #7A and #10.

15. Because the cumulative value of WOs #5, #6, #7, #8, and #9 exceeds $25,000, the Ethics Act restricts Appellant from accepting employment with Hanson.

ANALYSIS

The Commission agrees with the OEIG's determination that that Appellant is restricted from accepting employment with Hanson under section 5-45(a) of the Ethics Act because Appellant's involvement in the decisions to award five work orders under Hanson's contract, and her involvement in the fiscal administration of that contract, was personal and substantial.

A. In these unique factual circumstances, IDOT's decisions to issue work orders under its contract with Hanson qualify as "awards" and "fiscal administration."

The Commission must first decide whether IDOT's "award or issuance" of work orders based on its underlying contract with Hanson qualifies as "the award or fiscal administration of State contracts[.]" 5 ILCS 430/5-45(a).

Neither the Ethics Act, the Procurement Code, nor the administrative rules for the Chief Procurement Officer for the Department of Transportation define "award" generally. The Procurement Code defines it for the purpose of publishing a notice of award as "the determination that a particular bidder or offeror has been selected from among other bidders or offerors to receive a contract, subject to the successful completion of final negotiations." 30 ILCS 500/15-25(b-5). The Commission has previously found the term "award" to "connote[] selection of one's contracting partner." *In re: Charles*, 21-EEC-001 (September 3, 2020), at 8.

IDOT's arrangement with Hanson, CMT, and its own employees presents a unique factual circumstance. The underlying contracts at issue do not appear to obligate IDOT to assign Hanson or CMT a set number of negotiation, relocation, or appraisal jobs, nor do they limit IDOT to using Hanson for one type of job or CMT for the other. Rather, IDOT evidently has general contracts for the same services with two vendors, and IDOT has employees—Appellant and her direct report—qualified to perform negotiation and relocation services as well. Therefore, the record shows, IDOT's decision to issue a work order to Hanson for a specific job involves (a) choosing to use Hanson instead of CMT or an IDOT employee, (b) defining the scope of work Hanson will provide (negotiation services, relocation services, or both), (c) assigning parcels for Hanson to work on, and (d) agreeing on performance and payment terms. This unique process makes each work order function as a miniature award because it "connotes selection of [IDOT's] contracting partner" for a specific negotiation or relocation job, and Appellant does not argue otherwise.

For the same reasons, issuing work orders to Hanson also qualifies as "fiscal administration" of the underlying contract. The Commission has previously found "fiscal administration" to include "the management of contract payments – such things as making sure services are provided as contracted, billing conforms to contractual requirements, and payments are made at agreed upon rates and times and within contractual limits." *Fayant* at 13. In *Fayant*, the employee's involvement in processing and approving a contractor's invoices was "fiscal administration." There is some confusion in the record as to whether Appellant reviews (or is supposed to, but does not actually, review) Hanson's invoices after Hanson has performed its services. The record includes one clear example of Appellant weighing in on an invoice: Hanson's partial performance of WO #8.

In any event, IDOT's contractual arrangement in this case presents a unique factual circumstance. The terms of the underlying contract seem to be so broad that the contract *cannot* be administered, fiscally or otherwise, without work orders. The work orders establish sufficiently specific contractual requirements for all parties to perform, including the services to be provided and "agreed upon rates and times." See *Fayant* at 13. Absent those terms, there can be no "making sure services are provided as contracted." Therefore, under this record, a decision to issue a work order under a contract is "fiscal administration" of that contract —and, again, Appellant does not argue to the contrary.

B. Appellant's participation in issuing five Work Orders to Hanson was personal and substantial.

The Ethics Act does not define "personal and substantial" participation. The Commission has held it to mean an employee participated in a decision in a way that was of significance even if it did not determine the outcome. *In re: Fayant* at 12, citing *In re: Slaughter*, 22-EEC-001 (August 2, 2021), at 8. "Substantial participation" can occur "when, for example, the employee participates through the making of recommendations, investigating, or rendering advice." *Id.* Even a single act of participating in a critical step may be "substantial." *See* 5 C.F.R. §2635.402(b)(4). An employee's participation can still be personal and substantial even if someone else initiates a process and yet another person makes a final decision. *In re Aranowski*, 24-EEC-003 at 6.

In *Fayant*, the Commission found an IDOT engineer participated personally and substantially in the issuance of four change orders to her prospective employer even though the employee did not initiate the change orders or have final say over whether IDOT issued them, *Fayant* at 12-13. The Commission noted the employee "applied experienced, professional judgment to negotiations regarding the hours of what kinds of services were to be devoted to contract performance and the rates at which the hours would be paid – aspects critical to the formation of a contract." *Id.* at 13. Similarly, in *In re: Wasmer*, the Commission found an employee's involvement in issuing change orders "effectuated steps necessary to the ultimate execution of the change orders, represented an exercise of judgement, and were substantial" even though the employee did not have final decision-making authority. *In re Wasmer*, 20-EEC-005 (April 16, 2020), at 6.

Appellant argues her participation in the issuance of the work orders was not personal or substantial. Specifically, for WOs #5, #6, #7, and #8—collectively valued at more than $204,000—Appellant states, "I was asked if Hanson could handle the work load [sic] and if the prices were in line and I replied that I thought they had the manpower and the prices fell in line with what the district had historically accepted." Appellant argues this admitted involvement was not substantial because she did not make the final decision to give the work to Hanson or sign the work orders. Moreover, the record shows Consultant, not Appellant, drafted and negotiated the work orders, and Supervisor executed them.

As the Commission held in *Aranowski*, *Fayant*, and *Wasmer*, though, an employee's participation can be "substantial" even if the employee neither initiated nor had final say over a decision. The record shows it is more likely than not that Appellant was personally and substantially involved in the decisions to award or issue WOs #5, #6, #7, and #8 to Hanson. Appellant's position description states she "is accountable for directing, coordinating, and monitoring the in-house and contracted negotiation and relocation activities associated with the timely acquisition" of parcels of land for IDOT projects. Her duties include "assign[ing] the unit's resources." The position description states she "accomplishes accountabilities through . . . subordinate staff," including "additional fee negotiators and consultants" and is "[r]esponsible for scheduling all work related to negotiations to insure [sic] all projects have Rights of Way clear for targeted letting dates."

Consistent with the position description, Appellant's job duties in practice included determining who would work on a negotiation and relocation project—that is, an IDOT employee or an outside firm—and assigning work to Hanson or CMT. First, Appellant was involved in the initial determination whether a work order was necessary: She would opine during meetings if her direct report had the availability to conduct a negotiation or the job should be assigned to an outside firm, then coordinate with the Consultant on those decisions. Second, while Consultant drafted the work orders, Appellant would answer questions from Consultant prior to the work orders' execution. Third, Appellant admits she participated in discussions about issuing the work orders: She stated she thought Hanson had the manpower to handle the workload and that Hanson's prices were in line with what the district had accepted historically. In other words, Appellant "participated through the making of recommendations, investigating, or rendering advice" and effectuated a step necessary to the ultimate award or issuance of the work orders. Had Appellant told Consultant that Hanson could not handle the workload or the prices were not in line with what the district had historically accepted, it likely would have changed the outcome and led to those jobs being assigned to CMT or an IDOT employee.

Appellant also argues she had no input on WOs #9 or #10 because she was not asked about the workload or prices, and appraisals are not part of relocations and negotiations. The Commission disagrees with Appellant regarding WO #9. It is true that WO #9 was for appraisal services, which, according to Appellant's position description, are generally outside her area of expertise or influence. However, the record shows Appellant provided a specific, critical piece of

information to Consultant about WO #9 that led to Consultant's decision to issue WO #9 to Hanson, namely, that someone now employed at Hanson had performed the initial appraisal on the parcel in question. Even a single act of participating in a critical step can be—and, in this case, was—"substantial." *See* 5 C.F.R. §2635.402(b)(4). That said, the Commission agrees with Appellant as to WO #10. While Consultant stated Appellant was involved in the decision to award that work order to Hanson, unlike her specific and important involvement with Work Order #9, there is insufficient evidence in the record to conclude Appellant's involvement with Work Order #10 was substantial. The same is true for Work Order #7A, which Consultant stated he assigned to Hanson because it was a supplement to Work Order #7, which had already been assigned to Hanson. There is no evidence in the record suggesting Appellant helped decide that Work Order #7A was necessary.

C. The totality of Appellant's participation weighs against granting the appeal.

In addition to determining whether an employee's participation was "personal and substantial," the Commission must "assess, in addition to any other relevant information, the effect of the prospective employment or relationship upon the" employee's contracting decisions "based upon the totality of the participation by the former officer, member, or State employee in those decisions." 5 ILCS 430/5-45(g).

As part of that assessment, the Commission examines whether a situation creates a potential conflict of interest or an appearance of impropriety, either of which can weigh in favor of upholding an OEIG's restricted determination. This is because, as the Attorney General points out in the OAG Response, the Ethics Act's revolving door position exists to "ensure that public officials adhere to the highest standards of conduct, avoid the appearance of impropriety, and do not use their positions for private gain or advantage." *Doyle v. Exec. Ethics Comm'n*, 2021 IL App (2d) 200157 ¶ 29, *appeal denied*, 175 N.E.3d 116 (Ill. 2021).

An appearance of impropriety can arise even where the prospect of employment might not have been immediately apparent at the time the employee participated in a decision. *Aranowski* at 7. For example, in *Aranowski*, an Illinois State Board of Education employee approved several grant renewals to an educational service center in May and July 2023. In May 2024, the employee resigned from State employment. He then contacted the educational service center, toured its offices, interviewed, and received a job offer with the educational service center within five working days of his resignation from the State. *Id.* at 2, 7. Despite the employee having participated in the renewals almost 10 months before he received the job offer, the Commission found the timing and circumstances of the offer following his departure from the State "create[d] a potential appearance of impropriety that, along with the other evidence in the record, warrant[ed] the upholding of the OEIG's restricted determination. *Id.* at 7.

As the Attorney General argues, the record shows the work orders at issue were awarded to Hanson after Appellant became eligible for retirement from IDOT in May 2025 and reached out to Hanson about prospective employment. The work order with the greatest value, WO #8, was

executed in August 2025. The last of the work orders in which Appellant was personally and substantially involved, WO #9, was executed in late September 2025. In October 2025, Appellant participated in a decision to make sure Hanson was paid for work under WO #8 even though Hanson did not end up doing all the work contemplated for that project. At some point in November 2025, Appellant received an informal verbal offer from Hanson Employee 1, someone with whom she interacted frequently and who signed Hanson's end of the work orders. On November 20, Appellant received the OEIG's letter saying her first RD-101 was premature on November 20. Within five calendar days, and on the *same day,* November 25, she (1) applied for the Hanson position, (2) interviewed with Hanson Employee 1, and (3) received a formal job offer from Hanson. The record is silent as to whether Hanson ever posted the position publicly or whether Appellant interviewed with anyone other than Hanson Employee 1. In addition, while IDOT has a formal process through which employees can request recusals from working with prospective employers to guard against conflicts of interest, Appellant did not submit a recusal form for her work with Hanson before or after approaching Hanson about a job. As a result, like in *Wasmer* and *Aranowski*, the proximity of these events makes this "exactly the kind of situation in which there could be such an effect and that presents at least an appearance of impropriety." *Wasmer* at 6-7.

CONCLUSION

Considering the totality of Appellant's participation and all relevant information presented, the Commission finds that, within the year preceding her notification of her Hanson offer of employment to the OEIG, Appellant participated personally and substantially in the award, fiscal administration, and issuance of work orders under contract RFP DOT 23-LAC-D4-01(B), namely: WO #5, dated February 13, 2025; WO #6, dated February 20,2025; WO #7, dated April 17, 2025; WO #8, dated July 9, 2025; and WO #9, dated September 23, 2025.

WHEREFORE, the Commission denies Jennifer Earleywine's appeal in part, grants the appeal in part, and upholds the OEIG's determination that Ms. Earleywine is restricted from accepting employment with Hanson.

SO ORDERED.

DATE: December 29, 2025

The Executive Ethics Commission

By: [redacted]
Nathan Rice
Executive Director on behalf of
the Executive Ethics Commission