State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION
SUMMARY DECISION
OAL DKT. NO. EDU 13150-16
AGENCY DKT. NO. 230-8/6

PATRICIA MCRAE,
Petitioner,
v.
NEWARK STATE-OPERATED SCHOOL DISTRICT,
Respondent.

Hassen Ibn Abdellah, Esq., for Petitioner

Bernard Mercado, Esq., for respondent Newark Public School District

Record Closed: February 16, 2017 Decided: March 9, 2017

BEFORE **LELAND S. MCGEE**, ALJ:

STATEMENT OF THE CASE

Respondent (Board or District) hired Petitioner as a non-tenured second-grade teacher through the Provisional Teacher Program Alternate Route, for the 2015-2016 school year. Respondent gave Petitioner an "Ineffective" mid-year rating, a "Partially Effective" annual rating, and a "Partially Effective" observation rating throughout the

school year. Respondent alleged that Petitioner was also the subject of an incident relating a charge of conduct unbecoming. On May 10, 2016, Respondent gave Petitioner formal notice that her teaching contract was not being renewed for the 2016-2017 school year based on her performance and conduct. Petitioner filed an application for a due process hearing and emergent relief, which the undersigned denied.

PROCEDURAL HISTORY

1. On May 10, 2016, the Board issued a Notice of Non-Renewal.
2. On May 18, 2016, Petitioner requested a Donaldson hearing.
3. On June 27, 2016, the Donaldson hearing was held.
4. On June 29, 2016, the Board issued a letter confirming non-renewal of Petitioner's employment contract.
5. On August 24, 2016, Petitioner filed an application for Emergent Relief.
6. On August 31, 2016, this matter was transmitted to the Office of Administrative Law (OAL) as a contested case pursuant to N.J.S.A. 52:14B-1 to -15.
7. On September 22, 2016, the undersigned denied Petitioner's application for Emergent Relief.
8. On October 7, 2016 the Department of Education affirmed the September 22, 2016, Order of Denial.
9. On November 22, 2016, the Board filed a Motion for Summary Decision.
10. On December 22, 2016, Petitioner, with new counsel, filed an Answer and Brief in opposition to respondent's Motion for Summary Decision.
11. On January 6, 2017, the Board filed a Reply Brief in Further Support of Summary Decision was received by OAL.
12. The first day of hearing is scheduled for February 21, 2017.

STATEMENT OF FACTS

Petitioner Patricia McRae was hired as a non-tenured second-grade teacher at First Avenue Elementary School through the Provisional Teacher Program Alternate Route (Alternate Route) for the 2015-2016 school year.

Throughout the school year, McRae received teacher evaluations. In her "Teacher Mid-Year Review 15-16" dated February 16, 2016, McRae received a rating of overall ineffective. (Pet'r Pet. for Emer. Relief at Appendix A.) The mid-year review also noted that McRae had not had any issues with tardiness or absenteeism. (Ibid.)

On April 15, 2016, McRae received her "Teacher Annual Evaluation 15-16," dated April 14, 2016, where McRae was rated as overall partially effective. (Ibid.) The annual evaluation indicated that McRae had no issues with tardiness or absenteeism and that McRae had taken two personal days. (Ibid.) This evaluation also noted that McRae had been paired with a mentor and has not used that opportunity to her full advantage. (Ibid.) The evaluation did not specify the name of the mentor or the date that the mentor was appointed to provide guidance to McRae.

On or about May 11, 2016, McRae received notice that her employment as a teacher at First Avenue Elementary would be terminated as of June 30, 2016. (Pet'r Opp. to Summ. Decision at 2.) The letter indicated that McRae's non-renewal was based on teacher performance evaluations and professional conduct. The letter was sent on or before May 15, 2016, as required by N.J.S.A. 18A:27-10. The letter did not indicate any specific instances of conduct that were considered to lead to McRae's non-renewal.

On May 18, 2016, Petitioner McRae requested a Donaldson hearing to take place prior to June 30, 2016, to determine why her employment with the District was not renewed. In a letter dated June 16, 2016, McRae was granted a Donaldson hearing, which took place on June 27, 2016, at 10 a.m. at the District's administrative offices located at 2 Cedar Street, Room 802, Newark, New Jersey. On June 29, 2016, McRae

received a letter from the Board advising her that the non-renewal was upheld following the Donaldson hearing. The District based its non-renewal of McRae's employment on the above-referenced evaluations and unspecified conduct.

On August 29, 2016, McRae filed a Petition for Emergent Relief. The Petitioner alleges that her employment with the Newark Public School District was terminated as a result of ineffective and partially-effective performance ratings and conduct unbecoming. (Pet'r Pet. for Emer. Relief at 1.) McRae asserts that she has the legal right to be mentored pursuant to the state alternate route program requirements and her employment contract. (Id. at 2.) McRae further asserts that she paid one thousand ($1,000) dollars for mentor services through paycheck deductions and that such services were never provided to her. (Ibid.) There are no records of her meeting with a mentor, being observed by a mentor, receiving mentorship during her time teaching in the classroom, or of a mentoring plan. (Ibid.) McRae asserts that this lack of mentoring was intentional and deliberate. (Ibid.) As stated above, the annual performance evaluation notes that she had been assigned a mentor but failed to take full advantage of that opportunity. (Pet'r Pet. for Emer. Relief at Appendix A.) Petitioner asserts that because she never received any mentoring services, her evaluations should be viewed as unfair and considered null and void. (Pet'r Pet. for Emer. Relief at 2.) However, Petitioner never contested her evaluations at or after the time she received them.

The District asserts that McRae's employment contract did not contain any provision or requirement on its face obligating the District to provide specific "mentoring services" to McRae during the 2015-2016 school year as part of the contract. (Resp't Mot. for Summ. Decision at 3.). The District asserts that McRae was the subject of an incident related to unbecoming conduct during the 2015-2016 school year but does not cite any details of the incident, does not offer any disciplinary record, or other information to support this allegation. (Resp't Mot. for Summ. Decision at 2.) McRae argues that any allegations of conduct unbecoming are unfounded as she never had an incident relating to tardiness, absenteeism, behavioral misconduct or interpersonal conflict with a colleague, parent or otherwise. (Pet'r Pet. for Emer. Relief at 1.)

According to an audio file from the New Jersey Department of Labor and Workforce Development (DLWD), when McRae applied for unemployment benefits after her non-renewal, the Board indicated that the reason she was terminated was a reduction in force, rather than poor performance or conduct issues contrary to her letter of non-renewal. (Pet'r Opp. to Mot. for Summ. Decision at 14.) As a result, DLWD did not conduct any fact finding with respect to Petitioner's performance or conduct and McRae was granted unemployment benefits. No date was provided for the unemployment benefit application or when Petitioner began receiving benefits.

On September 22, 2016, the undersigned denied Petitioner's application for Emergent Relief.

LEGAL ANALYSIS AND DISCUSSION

"Ninety-day" Rule

Under N.J.A.C. 6A:3-1.3(i), a "Petitioner shall file a petition no later than the 90th day from the date of receipt of the notice of a final order, ruling or other action by the district board of education, individual party, or agency, which is the subject of the requested contested case hearing (ninety-day rule)." As the New Jersey Supreme Court explained,

> Adequate notice must be sufficient to inform an individual of some fact that he or she has a right to know and that the communicating party has a duty to communicate. See Burns v. West Am. Corp., 137 N.J. Super. 442, 446 (Dist. Ct. 1975). Moreover, adequate notice under the regulation must be sufficient to further the purpose of the ninety-day limitations period. See Apex Roofing Supply Co. v. Howell, 59 N.J. Super. 462, 467 (App.Div.1960). A limitations period has two purposes. The first is to stimulate litigants to pursue a right of action within a reasonable time so that the opposing party may have a fair opportunity to defend, thus preventing the litigation of stale claims. Ochs v. Fed. Ins. Co., 90 N.J. 108, 112 (1982). The second purpose is "'to penalize dilatoriness and serve as a measure of repose'" by giving security and stability to human affairs. Ibid. (quoting Farrell v. Votator Div., 62 N.J. 111, 115 (1973)).

[Kanrow v. Bd. of Educ. of Berkley Twp., 131 N.J. 572, 587 (1993).]

Thus, "[w]hen a plaintiff knows or has reason to know that he has a cause of action against an identifiable defendant and voluntarily sleeps on his rights so long as to permit the customary period of limitations to expire, the pertinent considerations of individual justice as well as the broader considerations of repose, coincide to bar his action." Farrell, supra, 62 N.J. at 115.

The ninety-day time period for filing a petition is to be strictly construed and claims that are not timely filed are precluded from review. Raymond v. Bd. of Educ. of the Borough of River Edge, 94 N.J.A.R.2d (EDU) 203, aff'd, 94 N.J.A.R.2d (EDU) 431. If compliance with the ninety-day rule is disputed, that procedural matter should be decided prior to any decision on the merits. Nissman v. Bd. of Educ. of the Twp. of Long Beach Island, 272 N.J. Super. 373, 380-81 (App. Div. 1994).

An agency regulation that focuses on the date of the employer's act as the accrual date for a cause of action, rather than the date on which the consequences of the act is directly felt by the employee (termination), is not inherently arbitrary or capricious. Id. at 381; see Nissman, supra, at 379 (cause of action accrued when principal "knew or should have known" that they were not going to be offered a new contract for the following year); Chardon v. Fernandez, 454 U.S. 6, 8, 102 S. Ct. 28, 29, 70 L. Ed. 2d 6, 9 (1981), rehearing denied, 454 U.S. 1166, 102 S. Ct. 1042, 71 L. Ed. 2d 322 (1982) (Where non-tenured administrator was notified by letter on or before June 18, 1977, that he would be terminated at a specified date between June 30 and August 8, 1977, his cause of action accrued on the date he received the letter, not the date on which his appointment ended.); Delaware State College v. Ricks, 449 U.S. 250, 259-61, 101 S. Ct. 498, 504-06, 66 L. Ed. 2d 431, 440-42 (1980) (Cause of action accrued on the date Ricks was advised that he would be denied tenure rather than on the date when his employment terminated.); Suarez v. State-operated School District of Jersey City, EDU 11077-04, Initial Decision (September 13, 2005), http://njlaw.rutgers.edu/collections/oal/ (where a teacher was not permitted to toll the ninety-day rule while awaiting a statement of reasons pursuant to Donaldson).

It is undisputed that Petitioner received a notice of non-renewal on or about May 11, 2016. As of May 11, 2016, McRae was on notice that the Board did not intend to offer her employment for the 2016-2017 school year. Under N.J.A.C. 6A:3-1.3(i), August 9, 2016, was the ninetieth (90th) and final day that McRae could have timely filed her petition. I **CONCLUDE** that, pursuant to N.J.A.C. 6A:3-1.3(i) and existing case law, the ninety-day rule began to run when Petitioner received notice of non-renewal on or about May 11, 2015.

A request for a Donaldson hearing does not provide the Board with constructive notice of Petitioner's intent to file a petition opposing the non-renewal and does not fulfill the requirements of the ninety-day rule under N.J.A.C. 6A:3-1.3(i). In Lauchenaur v. State-operated School District of the City of Newark, EDU 11820-08, Initial Decision (February 3, 2009), partially adopted, Comm'r (March 18, 2009), <http://njlaw.rutgers.edu/collections/oal/final/edu11820-08.pdf>, the Honorable Jesse Strauss, Administrative Law Judge (ALJ) held that in a non-renewal or a termination, a teacher is required to file his petition within ninety days of the notice of non-renewal, not within ninety days of the exhaustion of other avenues and mechanisms. Ibid. (citing LeMee v. Bd. of Educ. of the Village of Ridgewood, 1990 S.L.D. 663, 667) (the day Petitioner received notice that her contract was not renewed was the date the ninety-day timeline commenced, notwithstanding any efforts to appear before the board to change its decision).

Court decisions in cases similar to the present case have established that it is the first notice of non-renewal—not the letter confirming non-renewal after a hearing or review—that triggers the ninety-day limitation period. See Pacio v. Bd. of Educ. of Lakeland Reg'l '1 High School Dist., 1989 S.L.D. 2060, 2069 (the first written communication provided to a staff member of an action by the Board initiates the ninety-day timeline); Wise v. Bd. of Educ. of the City of Trenton, decided by the Commissioner (September 11, 2000), aff'd, State Bd. (January 4, 2001) (when a teaching staff member receives notice that his contract will not be renewed is when the ninety-day period is initiated).

In the case at bar, the Board issued a letter of non-renewal on May 10, 2016. Thus, Petitioner's cause of action accrued on the date McRae received the letter, which was on or about May 11, 2016. Petitioner's cause of action did not accrue on the date her employment ended nor did it accrue on the date that she requested a Donaldson hearing or when she received notice of non-renewal after the Donaldson hearing. McRae filed her petition on August 24, 2016, one hundred and six (106) days after she received the notice of non-renewal. As such, I **CONCLUDE** that Petitioner's claim is time barred pursuant to N.J.A.C. 6A:3-1.3(i).

Jurisdiction

The Commissioner and the OAL do not have jurisdiction to decide contractual issues that do not arise under the school laws. N.J.S.A. 18A:6-9 states, "[t]he commissioner shall have jurisdiction to hear and determine, without cost to the parties, all controversies and disputes arising under the school laws, excepting those governing higher education, or under the rules of the State board or of the commissioner."

The "Non-Tenured Alternate Route Program" is mentioned in two places in the New Jersey Statutes. One mention is in N.J.S.A. 18A-36A:14(c) which states that, "[a]ll classroom teachers and professional support staff shall hold appropriate New Jersey certification. The commissioner shall make appropriate adjustments in the alternate route program in order to expedite the certification of persons who are qualified by education and experience." Second, N.J.S.A. 18A:37-22 states that participants in the Alternate Route Program must satisfactorily complete a program on harassment, intimidation, and bullying prevention within one year of being employed. Neither statute specifies any mentoring requirement or that districts should contract to provide mentoring services as part of the Alternate Route Program.

In general, contractual disputes do not fall within the Commissioner's jurisdictional mandate unless they arise under the school laws or otherwise implicate the agency's special expertise. Dolan v. Centuolo, A-2470-10T4, A-2710-10T4 (App.

Div. July 9, 2012), http://njlaw.rutgers.edu/collections/courts/ (quoting Archway Programs, Inc. v. Pemberton Twp. Bd. of Educ., 352 N.J. Super. 420, 425-26 (App. Div. 2002). The Appellate Division has held that the Commissioner lacks jurisdiction to decide certain contractual issues. See Picogna v. Bd. of Educ. of Cherry Hill, 249 N.J. Super. 332, 334-35 (App. Div. 1991) (holding that jurisdiction over a purely contractual claim of wrongful termination of non-tenured assistant superintendent was properly venued in Superior Court and not before the Commissioner); S. Orange-Maplewood Educ. Ass'n v. Bd. of Educ. of S. Orange and Maplewood, 146 N.J. Super. 457, 462-63 (App. Div. 1977) (holding that the Commissioner did not have jurisdiction over a dispute involving interpretation of sabbatical leave provisions of an agreement entered into by the school board and the teachers' association as there was nothing in the dispute involving interpretation of any specific statute).

In the present case, McRae's claim that she did not receive proper mentoring services pursuant to either the Newark Public School's Mentor handbook or the Non-Tenured Alternative Route Program is a contractual issue that does not arise under the school laws as required by N.J.S.A. 18A:6-9. As a result, I **CONCLUDE** that jurisdiction over whether Respondent had a contractual obligation to provide mentoring services or failed to provide such services does not rest with the Commissioner of Education or with the OAL. Petitioner may be entitled to remedies in a proper venue.

N.J. Department of Labor

Following the non-renewal, Petitioner applied for unemployment insurance benefits with the N.J. Department of Labor and Workforce Development. Petitioner asserts that the DLWD maintained an audio recording of the application process that indicates the reason for Petitioner's termination other than what appears in her non-renewal letter. Petitioner asserts that the audio recording states that the reason she was let go was a result of a reduction in force. This is contrary to the reason stated in the non-renewal letter. The undersigned is persuaded that the audio recording is not germane to the substance of this proceeding. For the Commissioner to have jurisdiction over a controversy or dispute, it must arise under the school laws or under the rules of

the New Jersey Board of Education. N.J.S.A. 18A:6-9. Issues related to unemployment compensation generally arise under N.J.S.A. 43:21. Specifically N.J.S.A. 43:21-11 grants DLWD the duty and power to adopt and amend regulations related to the administration of, appeals, and other issues involving unemployment benefits. As such, the DLWD has jurisdiction over unemployment benefits and any relevant determinations regarding the reasons for termination. This proceeding is not the appropriate venue to revisit the unemployment determination regarding Petitioner. If she wishes to appeal DLWD's determination regarding her benefits, or alternatively to contest the reason that the District provided as to her termination, she must do so through the appropriate DLWD appeals process.

Finally, the issue of why Petitioner was terminated as provided by the Board to DLWD was not raised in McRae's original Petition. Unemployment Insurance Benefits determinations are not properly within the jurisdiction of this proceeding. Therefore, I **CONCLUDE** that McRae's assertion regarding DLWD's determination must be dismissed as a matter of law.

Petitioner Barred From Future Employment

The "non-renewal notice" dated May 10, 2016, states that "your employment with Newark Public Schools will be terminated on June 30, 2016, and **you will not be considered for future employment within the district**." (Emphasis added.) The Board has not offered any evidence of misconduct by McRae. There is no evidence of a disciplinary record with the District, her evaluations indicate timeliness, and there is no issue of absenteeism. Respondent has not offered any legal basis to support its decision to permanently bar Petitioner from employment within the district. N.J.S.A. 2C:51-2(a)(1) states that, "A person holding any public office, position, or employment, elective or appointive . . . who is convicted of an offense shall forfeit such office or position if: [h]e is convicted . . . of an offense involving dishonesty or of a crime of the third degree or above." Similarly, a teacher may be permanently barred from public employment if they are convicted of, "an offense involving or touching on his public office, position or employment shall be forever disqualified from holding any

office or position of honor, trust or profit under this State or any of its administrative or political subdivisions." N.J.S.A. 2C:51-2(d). "Involving or touching on his public office, position or employment" means that the offense was related directly to the person's performance in, or circumstances flowing from, the specific public office, position or employment held by the person. Ibid. "The Legislature intended wide latitude in the employing authority to determine fitness for permanent employment. It is clear that public employment may not be refused upon a basis which would violate any express statutory or constitutional policy." Zimmerman v. Bd. of Educ., 38 N.J. 65, 80 (1962) (where the New Jersey Supreme Court upheld dismissal of a teacher who had not completed three calendar years of employment as required to be considered tenured).

In the present case, the Board has not alleged any facts regarding McRae's conduct except that her teaching evaluations did not indicate her performance was at the desired level. District evaluations explicitly indicate that McRae had no problems with tardiness or absenteeism and do not mention a single issue of conduct. The District has simply alleged that McRae was the subject of an incident related to unbecoming conduct during the 2015-2016 school year. However, it has not provided any details of any incident, or evidence of a disciplinary record, or any additional information to support this allegation. (Resp't Mot. for Summ. Decision at 2.) It is undisputed that McRae has not been convicted of a crime of dishonesty or involving her position as a teacher that would disqualify her from teaching pursuant to N.J.S.A. 2C:51-2(a)(1) or N.J.S.A. 2C:51-2(d). As there is no relevant conviction at issue and respondent District has put forth an allegation with no background or evidence, I **CONCLUDE** that the District may not permanently bar McRae from future employment within the District.

Summary Decision

Under the New Jersey Uniform Administrative Procedure Rules, a party may move for summary decision regarding all or any substantive issues in a case. N.J.A.C. 1:1-12.5(a). Motions for summary decision may be granted if the papers and discovery, together with any supporting affidavits, show there is no genuine issue of material fact

and that the moving party is entitled to prevail as a matter of law. N.J.A.C. 1:1-12.5(b). A motion for summary decision is almost identical to the standard used for summary judgment under the New Jersey Rules of Court, which provides that summary judgment should be granted if:

> the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to judgment or order as a matter of law. An issue of fact is genuine only if, considering the burden of persuasion at trial, the evidence submitted by the parties on the motion, together with all legitimate inferences there from favoring the non-moving party, would require submission of the issue to the trier of fact.
>
> [R. 4:46-2(c).]

In Brill v. Guardian Life Insurance Company of America, 142 N.J. 520, 536 (1995), the New Jersey Supreme Court further refined the standard for summary decision with this analysis: "whether the evidence presents a sufficient disagreement to require [a hearing] or whether it is so one-sided that one party must prevail as a matter of law." Thus, a court should deny a motion for summary judgment only where the party opposing the motion has come forward with evidence that creates a genuine issue of material fact. Id. at 529. The Brill Court stated:

> A determination whether there exists a "genuine issue" of material fact that precludes summary judgment requires the motion judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational fact-finder to resolve the alleged disputed issue in favor of the non-moving party. The 'judge's function is not himself [or herself] to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.'
>
> [Id. at 540 (quoting Anderson v. Liberty Lobby, 477 U.S. 242, 251-252, 106 S. Ct. at 2512, 91 L. Ed. 2d at 214).]

The Brill standard contemplates that the analysis performed by the trial judge in determining whether to grant summary judgment should comprehend the evidentiary standard to be applied to the case or issue if it went to trial. "To send a case to trial, knowing that a rational jury can reach but one conclusion, is indeed worthless and will serve no useful purpose." Brill, supra, 142 N.J. at 541.

For a party opposing summary decision to prevail, that party must file a responding affidavit setting forth specific facts demonstrating the existence of a genuine issue that can only be determined by an evidentiary proceeding. Ibid. The opposing party must demonstrate, moreover, that the disputed issue of fact is material to the adjudication. See Frank v. Ivy Club, 120 N.J. 73, 98 (1990). The genuinely disputed material fact must be essential to the decision in the case. Ibid. In addition, the opposing party must establish the issue with competent evidential materials. Robbins v. Jersey City, 23 N.J. 229, 240-214 (1957). "Bald allegations or naked conclusions" are insufficient to warrant an evidentiary hearing. J.D. ex rel. D.D.H. v. N.J. Div. of Developmental Disabilities, 329 N.J. Super. 516, 525 (App. Div. 2000). If the opposing party fails to raise a material factual issue with competent proofs, then the issue should be resolved on summary decision. Frank, supra, 120 N.J. at 98-99.

A contested case can be summarily disposed of before an ALJ without a plenary hearing in instances where the undisputed material facts indicate that a particular disposition is required as a matter of law. In re Robros Recycling Corp., 226 N.J. Super. 343, 350 (App. Div.), certif. denied, 113 N.J. 638 (1988). A summary decision must be based on an examination of the totality of circumstances, mitigating and aggravating factors, adequate factual findings and conclusions of law. Ibid.

Respondent Board issued a letter to McRae on May 10, 2016, indicating that her employment would not be renewed for the 2016-2017 school year. McRae received that letter on or about May 11, 2016. It is not disputed that Petitioner filed her petition for emergent relief on August 24, 2016. She filed her petition 106 days later in violation of N.J.A.C. 6A:3-1.3(i). The latest that McRae could have filed a claim would have

been August 9, 2016. There is no genuine dispute of the fact that the Petition was filed after August 9, 2016, and outside the ninety-day requirement.

For the foregoing reasons, I **CONCLUDE** that Respondent is entitled to Summary Decision as a matter of law.

ORDER

It is hereby **ORDERED** that Respondent's Motion to Dismiss is **GRANTED** and Petitioner's requests for relief are hereby **DENIED** except as otherwise decided below.

It is hereby **ORDERED** that Respondent may not permanently bar Petitioner from future employment within the District based upon the **Finding of Facts** of this proceeding.

I hereby **FILE** this Initial Decision with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION** for consideration.

This recommended decision may be adopted, modified or rejected by the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION,** who by law is authorized to make a final decision in this matter. If the Commissioner of the Department of Education does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **COMMISSIONER OF THE DEPARTMENT OF EDUCATION, ATTN: BUREAU OF CONTROVERSIES AND DISPUTES, 100 Riverview Plaza, 4th Floor, P.O. Box 500, Trenton, New Jersey 08625-0500**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

March 9, 2017
DATE

LELAND S. McGEE, ALJ

Date Received at Agency: March 9, 2017

Date Mailed to Parties:

LSM/lr