

Before the School Ethics Commission
Docket No.: C49-19
Decision on Motion to Dismiss

John Mannion,
Complainant

v.

Scott Ripley,
High Point Regional Board of Education, Sussex County,
Respondent

I. Procedural History

This matter arises from a Complaint that was filed on July 18, 2019, by John Mannion (Complainant), alleging that Scott Ripley (Respondent), an administrator (the Superintendent) employed by the High Point Regional Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A.* 18A:12-21 *et seq.* By correspondence dated July 19, 2019, and August 9, 2019, Complainant was notified that the Complaint was deficient, and required amendment before the School Ethics Commission (Commission) could accept his filing. On August 14, 2019, Complainant cured all defects and filed an Amended Complaint (Complaint) that was deemed compliant with the requirements detailed in *N.J.A.C.* 6A:28-6.3. More specifically, the Complaint alleges that Respondent violated *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(f).

On August 15, 2019, the Complaint was served on Respondent, via regular and certified mail, notifying him that charges were filed against him with the Commission, and advising that he had twenty (20) days to file a responsive pleading. On August 27, 2019, Respondent filed a Motion to Dismiss in Lieu of Answer (Motion to Dismiss). On October 4, 2019, and after initially failing to respond, Complainant filed a response to the Motion to Dismiss.

The parties were notified by correspondence dated October 11, 2019, that this matter would be placed on the Commission's agenda for its meeting on October 21, 2019, in order to make a determination regarding the Motion to Dismiss. Unfortunately, the Commission did not have a quorum for its meeting on October 21, 2019, and, therefore, the parties were advised that the above-captioned matter would be re-docketed for the Commission's meeting on November 19, 2019. At its meeting on November 19, 2019, the Commission considered the filings in this matter and, at its meeting on December 17, 2019, the Commission voted to grant the Motion to Dismiss in its entirety because Complainant failed to plead sufficient, credible facts to support a finding that Respondent violated *N.J.S.A.* 18A:12-24(b) and/or *N.J.S.A.* 18A:12-24(f) as alleged in the Complaint.

II. Summary of the Pleadings

A. *The Complaint*

By way of background, Complainant states that Respondent has been the Superintendent of the High Point Regional School District (District) since August 2013, and Anthony Marangi (Mr. Marangi) was elected to the Board on November 6, 2018. On or about November 19, 2018, Mr. Marangi and/or his spouse posted a picture on social media showing him and his family having dinner with Respondent and his family (the caption stated, “Great dinner with great friends!”).

Complainant notes that Respondent’s previous employment contract (which expired on June 30, 2019) had a clause which required the Board to “notify him at least 180 days prior to” expiration of the contract (or by January 1, 2019) as to whether “he would be reappointed,” or else “the contract would automatically self-renew.” According to Complainant, and because Respondent did not have the support of the majority of the Board, the vote to approve the new contract was postponed beyond the January 1, 2019, deadline. On January 3, 2019, Mr. Marangi was sworn in as a new Board member.

On January 21, 2019, Mr. Marangi, along with four (4) other Board members, approved a new three year contract with a pay increase (the vote was 5-3-1) for Respondent. Complainant states that since “five out of nine board members’ votes were needed to approve” Respondent’s new employment contract, Mr. Marangi’s “support was key in delivering the margin of votes needed for approval of the new contract and pay increase that [Respondent] was seeking.” He further contends that, without Mr. Marangi, “the contract and pay increase [for Respondent] would NOT have been approved.” Complainant additionally notes that, with his new employment contract, Respondent has received a pay increase of over \$100,000 (cumulative), with the potential to earn more with the attainment of merit goals and, consequently, merit bonus payments.

Finally, and also during the January 21, 2019, Board meeting, “it was revealed that the ... [Board] had failed to complete a single evaluation of [Respondent’s] performance dating back to 2014.” After Respondent admitted he had not received an evaluation for more than five years, Mr. Marangi “took it upon himself to publicly advocate for approval of [Respondent’s] contract – this despite the fact that 1) the [B]oard had failed to complete the required ... evaluations since 2014; and 2) Mr. Marangi, as a new [B]oard member, had no basis on which to evaluate the merits of offering [Respondent] a new contract beyond the mutual personal friendship that the two of them enjoy.”

With the above in mind, Complainant asserts that Respondent violated *N.J.S.A. 18A:12-24(b)* because he concealed his personal relationship with Mr. Marangi from the Board and the general public. Complainant argues that, at a minimum, Respondent had an ethical obligation “to disclose the personal friendship between him and Mr. Marangi when Mr. Marangi “began using his influence to advocate for approval of the contract that [Respondent] was seeking – and certainly to do so before the actual voting took place.” By failing to do so, Respondent “failed to uphold his ethical obligation to avoid using his position for his unwarranted personal advantage

or financial gain.” Complainant further claims that Respondent “intentionally deceived ... [the] board members and the public about his personal relationship with Mr. Marangi so as to mislead them into believing that [Mr.] Marangi’s support for granting the new contract was a sincerely held view untainted by the personal friendship the two of them shared,” and “so as not to risk losing [Mr.] Marangi’s vote, which [Respondent] desperately needed in order to secure the minimum 5 out of 9 votes required for approval of his new contract.” Had the relationship been disclosed, Mr. Marangi would have needed to recuse, and Respondent would not have had the necessary votes. For these reasons, Complainant argues that Respondent “knowingly violated *N.J.S.A. 18A:12-24(b)* ... by concealing his personal friendship with Mr. Marangi from his [B]oard and the public, thus allowing his personal financial interest to override the fiduciary obligation that [Respondent] had to put the public’s interest above his own,” and “it is apparent that [Respondent] did so for the sole purpose of securing approval of the contract and pay increase he was seeking.” Complainant further asserts “the evidence is clear that [Respondent] knowingly used his position as superintendent and his friendship with Mr. Marangi to secure unwarranted privileges, advantages and employment benefits for himself.”

Complainant also contends that Respondent violated *N.J.S.A. 18A:12-24(f)* “by using his position as superintendent to withhold information about his personal friendship with [Mr.] Marangi, which the other members of the [B]oard had every right to expect [Respondent] to be forthcoming about, as part of a scheme to manipulate the discussion and vote leading up to approval of the contract and pay increase that [Respondent] was seeking.” Complainant further contends that “the evidence is clear that [Respondent] used his public office and employment as superintendent, and his friendship with Mr. Marangi, to secure financial gain for himself.”

B. *Motion to Dismiss*

Following receipt of the Complaint, Respondent filed a Motion to Dismiss, and preliminarily asserts that the allegations are time barred. According to Respondent, “the limitations period concluded on July 20, 2019, which was 180 days after the public Board meeting held on January 21, 2019, but the Complaint was not filed until August 14, 2019.” Therefore, Respondent argues that “the Commission is compelled to dismiss the Complaint as time-barred.”

Respondent asserts “to the extent that the Complaint is not time-barred, dismissal is warranted because Complainant fails to state a claim under the [Act].” Regarding the violations of *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(f)*, Respondent argues that “Complainant improperly relies exclusively upon an omission as opposed to an action, and claims that [Respondent] violated the Act merely through the absence of any public disclosure of his alleged friendship with Mr. Marangi.” Respondent further argues that Complainant did not provide any evidence to support how Respondent violated *N.J.S.A. 18A:12-24(b)* and *N.J.S.A. 18A:12-24(f)*, and instead claims that “merely having and maintaining a ‘mutual personal friendship’” with a Board member, and not disclosing the friendship/relationship, constitutes a violation of the Act. In other words, Complainant claims that Respondent “did not actually engage in any affirmative unethical activity, but rather, somehow violated the Act by failing to inform the general public about the specific nature of his alleged personal relationship with Mr. Marangi.”

Respondent further argues that, “because the alleged close friendship between [Respondent] and Mr. Marangi forms the entire basis of the Complaint, but the applicable case law holds that such a friendship would fail to establish any violation of the Act even if it were fully proven, the Complaint should be dismissed for failure to state any violation of *N.J.S.A.* 18A:12-24(b) or *N.J.S.A.* 18A:12-24(f).” Moreover, “the instant motion to dismiss must be granted because Complainant fails to even identify any affirmative act by [Respondent] that allegedly constitutes a violation of *N.J.S.A.* 18A:12-24(b) or *N.J.S.A.* 18A:12-24(f),” and instead “improperly relies exclusively upon an omission as opposed to an action, and claims that Respondent violated the Act merely through the absence of any public disclosure of his alleged friendship with Mr. Marangi.” According to Respondent, “[i]f the Commissioner were to hold that the mere existence of a friendship between a superintendent and a sitting board member constitutes a violation of the Act, it would open the Pandora’s box of ethical issues of board members and administrators statewide.”

Respondent contends that none of the allegations in the Complaint address the “unwarranted” requirement in *N.J.S.A.* 18A:12-24(b), and as a result of his failure “to allege any facts to even suggest that by voting on the Superintendent’s new contract or speaking publicly in support of the contract, [Respondent] used or attempted to use his position to obtain any privileges or advantages for [himself] that were unwarranted,” Complainant fails to state a claim for an alleged violation of *N.J.S.A.* 18A:12-24(b). In addition, “lack of action” by Respondent is “wholly insufficient” to state a claim for a violation of *N.J.S.A.* 18A:12-24(b) or *N.J.S.A.* 18A:12-24(f), as both provisions “require an affirmative act in order to commit the prohibited conduct, and Complainant has not offered any possible basis upon which the Commission could find that an omission or absence by a school official is sufficient to show a violation of *N.J.S.A.* 18A:12-24(b) or *N.J.S.A.* 18A:12-24(f).” Therefore, Respondent claims Complainant failed to state any violation of the Act, and the Motion to Dismiss should be granted.

C. *Response to Motion to Dismiss*

In response to the Motion to Dismiss, Complainant initially notes that, contrary to Respondent’s argument, he satisfied the one hundred eighty (180) day time limit for filing his Complaint because his initial Complaint was filed on July 18, 2019, which was 178 days after the January 21, 2019, Board meeting.

Complainant further argues that Respondent’s reliance on *I/M/O Nielsen*¹ is misplaced because that case is “not ‘nearly identical’” to this Complaint. According to Complainant, *I/M/O Nielsen* cited violations of *N.J.S.A.* 18A:12-22(a) and *N.J.S.A.* 18A:12-24(c), not *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(f). In addition, the benefits that Respondent received amounted to “a cumulative total of over \$100,000,” which was “substantially greater” than the benefit received in *I/M/O Nielsen*. In addition, and unlike in *I/M/O Nielsen*, Respondent had a “pre-existing friendship” with Mr. Marangi before Mr. Marangi became a Board member, and then, once Mr. Marangi was sworn in, Respondent “immediately used his position to benefit

¹ *I/M/O Theresa E. Nielsen*, West Amwell Board of Education, Hunterdon County, Commission Docket No. 32-96 (adopted June 24, 1997).

himself by having a new employment contract placed in front of the [B]oard for its approval.” Furthermore, the dismissal in *I/M/O Nielsen*, which is inapplicable here, “turned largely on ... [C]omplainants’ failure to substantiate the alleged close relationship between the respondent board member and superintendent, and on the fact that [Complainants] instead were asking the Commission to investigate and substantiate their allegations for them.”

Complainant also maintains that it is “demonstrably false” that the “the legislature never intended for the ... Act to create conflicts of interest based on personal friendship.” Complainant further asserts that, “far from being a merely passive observer or victim of circumstance,” Respondent “affirmatively used his position as superintendent to orchestrate the timing and vote on a new contract and pay increase for himself, which even he later had to admit was not backed by any formal performance evaluation of any kind.” Complainant argues that Respondent “cannot be held blameless for his [B]oard’s decision to vote him a new contract and pay increase in the absence of any formal evaluations – a benefit that, without the backing of any evaluations, WAS NOT WARRANTED BY ANYTHING OTHER THAN [RESPONDENT’S] DESIRE FOR MORE MONEY,” and a benefit that was not conferred (or possible) until his friend, Mr. Marangi, was seated on the Board.

Complainant reaffirms that Respondent’s “manipulation of the timing/vote on his new contract so as to get it approved and thereby enrich himself was a direct misuse of his official position” as Superintendent in violation of *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(f). Complainant also argues that, if Respondent “truly didn’t cross any ethical lines to win the support of his friend [Mr. Marangi] to get a new contract/pay increase for himself,” he should provide a simple certification, under oath, to that effect.

For these reasons, Complainant argues that the Motion to Dismiss should be denied.

III. Analysis

A. Standard for Motion to Dismiss

In determining whether to grant a Motion to Dismiss, the Commission shall review the facts in the light most favorable to the non-moving party (Complainant), and determine whether the allegation(s), if true, could establish a violation of the Act. Unless the parties are otherwise notified, a Motion to Dismiss and any response is reviewed by the Commission on a summary basis. *N.J.A.C.* 6A:28-8.1 *et seq.* Thus, the question before the Commission is whether Complainant has alleged sufficient facts which, if true, could support a finding that Respondent violated *N.J.S.A.* 18A:12-24(b) and/or *N.J.S.A.* 18A:12-24(f) as set forth in the Complaint.

B. Alleged Untimeliness

In his Motion to Dismiss, Respondent preliminarily argues that the Complaint should be dismissed because the events giving rise to the Complaint occurred on January 21, 2019, and, therefore, the one hundred eighty (180) day deadline to file a Complaint was July 20, 2019. Because Complainant did not file his Complaint until August 14, 2019, Respondent argues the Complaint was filed *beyond* the period of limitations and, therefore, is time barred. Complainant

counters that he filed within the period of limitations as his initial Complaint, although deficient, was filed with the Commission on July 18, 2019, which was one hundred seventy-eight (178) days after the January 21, 2019, Board meeting.

The Commission's regulations provide a one hundred eighty (180) day limitation period for filing a complaint. More specifically, *N.J.A.C.* 6A:28-6.5(a) provides, in relevant part:

- (a) Complaints shall be filed within 180 days of notice *of the events which form the basis of the alleged violation(s)*. A complainant shall be deemed to be notified of events which form the basis of the alleged violation(s) *when he or she knew of such events or when such events were made public so that one using reasonable diligence would know or should have known* (emphasis added).

As applied here, although Complainant did not file a Complaint that was deemed compliant with the Commission's regulations (*N.J.A.C.* 6A:28-6.3) until August 14, 2019, he filed his first deficient Complaint on July 18, 2019; therefore, and because Complainant's amendments relate back to the date his Complaint was first received by the Commission, the filing date in this matter is **July 18, 2019**. See *N.J.A.C.* 6A:28-6.7(b).

With January 21, 2019, as the starting point for the one hundred eighty (180) day statute of limitations, Complainant had until July 20, 2019, to file the allegations in his Complaint. Because the first deficient Complaint was received by the Commission on July 18, 2019, the Complaint is timely, and not time barred.²

C. Allegations of Prohibited Acts

In the Complaint, Complainant alleges that Respondent violated *N.J.S.A.* 18A:12-24(b) and *N.J.S.A.* 18A:12-24(f). These provisions of the Act provide:

- b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;

- f. No school official shall use, or allow to be used, his public office or employment, or any information, not generally available to the members of the public, which he receives or acquires in the course of and by reason of his office or employment, for the purpose of securing financial gain for himself, any member of his immediate family, or any business organization with which he is associated;

² Because the Commission finds that the Complaint was timely filed, there is no need for the Commission to consider whether other dates, such as the date the minutes related to the January 21, 2019, Board meeting were adopted, should be deemed the starting point for the statute of limitations.

Alleged Violation of N.J.S.A. 18A:12-24(b)

In the Complaint, Complainant argues that Respondent violated *N.J.S.A. 18A:12-24(b)* because he concealed his “great” personal relationship/friendship with Mr. Marangi from the Board and the general public. By failing to disclose this relationship, Respondent “failed to uphold his ethical obligation to avoid using his position for his unwarranted personal advantage or financial gain.” In addition, “by concealing his relationship with Mr. Marangi from his [B]oard and the public, Respondent allowed his personal financial interest to override the fiduciary obligation that [Respondent] had to put the public’s interest above his own,” and “it is apparent that [Respondent] did so for the sole purpose of securing approval of the contract and pay increase he was seeking.” Complainant further asserts “the evidence is clear that [Respondent] knowingly used his position as superintendent and his friendship with Mr. Marangi to secure unwarranted privileges, advantages and employment benefits for himself.”

Respondent counters that “merely having and maintaining a ‘mutual personal friendship’” with a Board member, and not disclosing the friendship/relationship, does not constitute a violation of the Act. Moreover, “Complainant fails to even identify any affirmative act by [Respondent] that allegedly constitutes a violation of *N.J.S.A. 18A:12-24(b)*” Finally, none of the allegations in the Complaint address the “unwarranted” requirement in *N.J.S.A. 18A:12-24(b)*, and as a result of his failure “to allege any facts to even suggest that by voting on the Superintendent’s new contract or speaking publicly in support of the contract, [Respondent] used or attempted to use his position to obtain any privileges or advantages for [himself] that were unwarranted,” Complainant fails to state a claim for an alleged violation of *N.J.S.A. 18A:12-24(b)*.

In order to credit the alleged violation of *N.J.S.A. 18A:12-24(b)*, the Commission must find evidence that Respondent used or attempted to use his official position to secure an unwarranted privilege, advantage or employment for himself, members of his immediate family, or “others.”

Based on its review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A. 18A:12-24(b)*. As an initial matter, and although both Complainant and Respondent went to great lengths to categorize (and dispute) the relationship/friendship between Respondent and Mr. Marangi, the establishment of a relationship/friendship, regardless of its degree, is not a necessary fact to establish a violation of *N.J.S.A. 18A:12-24(b)*.³ Because there is no suggestion that Respondent engaged in any action to benefit anyone other than himself, the crux of the Commission’s analysis is simply whether Complainant has offered sufficient facts to establish that Respondent used his official position to secure an unwarranted privilege for himself.

³ Notwithstanding this finding, the Commission acknowledges that the type and degree of a relationship would have greater relevance and bearing on an alleged violation of *N.J.S.A. 18A:12-24(c)*, as was the case in *I/M/O Nielsen*.

In this regard, Complainant argues that Respondent had an affirmative obligation to disclose his “close” friendship with Mr. Marangi, especially when Mr. Marangi “began using his influence to advocate for approval of the contract that [Respondent] was seeking – and certainly to do so before the actual voting took place.” As to this argument, the Commission notes that while school officials have an affirmative obligation to disclose certain familial relationships, including on their Personal/Relative and Financial Disclosure Statements, there is no obligation for them to disclose every type of relationship, including a friendship, that they may have with anyone who may have business before the Board. Requiring Respondent, and all other school officials, to disclose such relationships would be unduly burdensome.

Complainant additionally argues that because Respondent had not received a performance evaluation for several years, Mr. Marangi had no basis upon which to evaluate the merits of offering Respondent a new contract. However, the fact that the previous Board(s) failed to evaluate Respondent does not divest him from requesting, and receiving, a new employment contract. The fact that Mr. Marangi – along with the other members of the Board – acted on the terms of Respondent’s new employment contract without the benefit of previous performance evaluations does not mean, without more, that *Respondent* used his position as a Board member to secure an “unwarranted” privilege for himself.

Finally, Complainant has not identified any specific action, other than not disclosing his personal relationship with Mr. Marangi, that Respondent took in his capacity as Superintendent to secure an unwarranted privilege, advantage, or employment for himself. Without an articulation of the specific action(s) that Respondent engaged in, and because failure to disclose a non-familial relationship is not a *per se* violation of the Act, Complainant cannot establish a violation of *N.J.S.A. 18A:12-24(b)* without additional facts.

For the reasons set forth above, the Commission finds that the alleged violation of *N.J.S.A. 18A:12-24(b)* should be dismissed.

Alleged Violation of N.J.S.A. 18A:12-24(f)

Complainant also contends that Respondent violated *N.J.S.A. 18A:12-24(f)* “by using his position as superintendent to withhold information about his personal friendship with [Mr.] Marangi, which the other members of the [B]oard had every right to expect [Respondent] to be forthcoming about, as part of a scheme to manipulate the discussion and vote leading up to approval of the contract and pay increase that [Respondent] was seeking.” Complainant further contends that “the evidence is clear that [Respondent] used his public office and employment as superintendent, and his friendship with Mr. Marangi, to secure financial gain for himself.”

Respondent counters that, once again, “Complainant improperly relies exclusively upon an omission as opposed to an action, and claims that [Respondent] violated the Act merely through the absence of any public disclosure of his alleged friendship with Mr. Marangi.” Respondent further argues that, “because the alleged close friendship between [Respondent] and Mr. Marangi forms the entire basis of the Complaint, but the applicable case law holds that such a friendship would fail to establish any violation of the Act even if it were fully proven, the

Complaint should be dismissed for failure to state any violation of ... *N.J.S.A.* 18A:12-24(f).” In addition, “lack of action” by Respondent is “wholly insufficient” to state a claim for a violation of *N.J.S.A.* 18A:12-24(f), as this provision “require[s] an affirmative act in order to commit the prohibited conduct, and Complainant has not offered any possible basis upon which the Commission could find that an omission or absence by a school official is sufficient to show a violation of ... *N.J.S.A.* 18A:12-24(f).”

To credit the alleged violation of *N.J.S.A.* 18A:12-24(f), the Commission must find evidence that Respondent used his public employment, or any information not generally available to the public, and which he received in the course of and by reason of his employment, for the purpose of securing financial gain for himself, his business organization, or a member of his immediate family.

After review of the Complaint, the Commission finds that even if the facts as alleged are proven true by sufficient credible evidence, they would not support a finding that Respondent violated *N.J.S.A.* 18A:12-24(f). As noted above, Respondent was not under any affirmative obligation to disclose his relationship with Mr. Marangi and, therefore, this failure does not constitute a *per se* violation of the Act. In addition, Complainant has not articulated sufficient facts and circumstances which could establish, or even insinuate, exactly how Respondent used his position as the District’s Superintendent for the purpose of securing financial gain for himself. Therefore, the Commission finds that the alleged violation of *N.J.S.A.* 18A:12-24(f) should be dismissed.

Accordingly, and granting all inferences in favor of the non-moving party (Complainant), the Commission has determined that the Complaint is timely but to, nonetheless, **grant** the Motion to Dismiss in its entirety because Complainant failed to plead sufficient, credible facts to support a finding that Respondent violated *N.J.S.A.* 18A:12-24(b) and/or *N.J.S.A.* 18A:12-24(f) as argued in the Complaint.

IV. Decision

Based on the foregoing, and in reviewing the facts in the light most favorable to the non-moving party (Complainant), the Commission voted to find that the Complaint was timely filed but to, nevertheless, **grant** the Motion to Dismiss in its entirety because Complainant failed to plead sufficient, credible facts to support a finding that Respondent violated *N.J.S.A.* 18A:12-24(b) and/or *N.J.S.A.* 18A:12-24(f) as asserted in the Complaint.

Pursuant to *N.J.S.A.* 18A:12-29(b), the Commission hereby notifies Complainant and Respondent that, for the reasons set forth above, this matter is dismissed. This decision is a final decision of an administrative agency and, therefore, it is appealable only to the Superior Court-Appellate Division. *See, New Jersey Court Rule 2:2-3(a).*

Robert W. Bender, Chairperson

Mailing Date: December 18, 2019

**Resolution Adopting Decision
in Connection with C49-19**

Whereas, at its meeting on November 19, 2019, the School Ethics Commission (Commission) considered the Complaint, the Motion to Dismiss in Lieu of Answer (Motion to Dismiss), and the response to the Motion to Dismiss submitted in connection with the above-referenced matter; and

Whereas, at its meeting on November 19, 2019, the Commission discussed finding that the Complaint was timely filed; and

Whereas, at its meeting on November 19, 2019, the Commission discussed granting the Motion to Dismiss in its entirety for failure to plead sufficient, credible facts to support the allegations that Respondent violated *N.J.S.A.* 18A:12-24(b) and/or *N.J.S.A.* 18A:12-24(f) as contended in the Complaint; and

Whereas, at its meeting on December 17, 2019, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on November 19, 2019; and

Now Therefore Be It Resolved, that the Commission hereby adopts the decision and directs its staff to notify all parties to this action of its decision herein.

Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on December 17, 2019.

Kathryn A. Whalen, Director
School Ethics Commission