FIRE
Foundation for Individual Rights and Expression

December 20, 2022

Anthony R. Camacho
Office of the General Counsel
University of Guam
Mangilao, Guam 96913

Sent via Electronic Mail (arcamacho@triton.uog.edu)

Dear Mr. Camacho:

FIRE was disappointed to receive your dismissive response to our attached November 21 letter, which explained that the University of Guam is violating the First Amendment by punishing professor Ron McNinch for protected political speech. Rather than engage with McNinch or FIRE, UOG seems content in baselessly asserting that the First Amendment does not apply to the university's actions.[1] This assertion does not change the fact that UOG is acting unlawfully.

As a public university under the jurisdiction of the United States Constitution, UOG is fully bound by the First Amendment, which constrains UOG administrators' power to punish faculty for nondisruptive political speech made in their private capacity. This is the case regardless of any overbroad university-authored policies that purport to ban lawful expression.

We expect a substantive response to this letter no later than the close of business on January 3, 2023, confirming UOG has rescinded McNinch's punishment and will hereafter meet its binding legal obligations to honor free speech on campus.

Sincerely,

Zachary Greenberg
Senior Program Officer, Student Organizations, Campus Rights Advocacy

Encl.

[1] "Finally, I find no merit . . . that sending the emails attached herein as Exhibits A and B were proper exercises of your right to 'Academic Freedom' or 'Free Speech.' Those rights do not excuse you from complying with Article VII.P and Article IV.J, of UOG's RRPM or exonerate your violations of these Articles as set forth above." Disciplinary Letter from Thomas Krise, UOG President, to McNinch (Nov 8. 2022) (enclosed).

510 Walnut Street, Suite 1250 Philadelphia, PA 19106
phone: 215-717-3473 Fax: 215-717-3440
thefire.org

FIRE
Foundation for Individual Rights and Expression

November 21, 2022

Thomas Krise
Office of the President
University of Guam
UOG Station
Mangilao, Guam 96923

Sent via Electronic Mail (tkrise@triton.uog.edu)

Dear President Krise:

The Foundation for Individual Rights and Expression (FIRE), a nonpartisan nonprofit dedicated to defending freedom of speech,[1] is concerned by the University of Guam's punishment of professor Ron McNinch for expressing his political views. While McNinch's expression may have caused offense to some, it is nonetheless protected by the First Amendment, which UOG is legally bound to respect as a public university.

I. UOG Warns McNinch for Political Expression Regarding The Great Debate

Ron McNinch is an Associate Professor of Public Administration and Chair of Public Administration and Legal Studies at UOG. On October 24, he sent two emails that form the basis of his punishment. In McNinch's first email, sent to students and journalists, he offered to stand in for candidates in their potential absence at The Great Debate, a political debate hosted at UOG between candidates for Guam's political offices.[2] McNinch criticized candidates for wavering in their attendance, stating that "Who ever does not show up will not win this election. It is just that simple. This is political calculus everyone can understand. . . . This is reality. Let everyone else play politics. The Great Debate will Go On! . . . Do not play with the University of Guam and our students!"[3]

[1] For more than 20 years, FIRE has defended freedom of expression, conscience, and religion, and other individual rights on America's college campuses. You can learn more about our recently expanded mission and activities at thefire.org.

[2] Email from McNinch to students and media (Oct. 24, 2022, 7:08 PM) (enclosed). The following is our understanding of the pertinent facts, which is based on public information. We appreciate that you may have additional information to offer and invite you to share it with us. To these ends, please find enclosed an executed privacy waiver authorizing you to share information about this matter.

[3] *Id.*

In McNinch's second email, sent only to faculty members, he encouraged them to "stay out of this election" and shared his opinions on who would win the upcoming Guam elections.[4]

On November 8, you sent a McNinch a "Letter of Warning," finding the two emails he sent on October 24 violated Articles VII.P and IV.J of the UOG Rules, Regulations, and Procedures Manual (RRPM) and Article X.E.12 of the Faculty Union Agreement (FUA).[5] RRPM Article VII.P states, in relevant part:

> Official University news releases and advertisements shall be distributed to the public media through the Public Relations Officer in the Office of the President upon request of the Dean, Director, faculty, staff, student, alumni or administrative officer concerned. The University will not be responsible for unauthorized news items, announcements or advertisements in the public media.[6]

You found McNinch violated Article VII.P because his first email to "members of the public media" improperly used his "official UOG email account" with his UOG title,[7] and because "some recipients of these emails published news stories concerning the statements you made [in] the email and you either knew or should have known that they would do so."[8] You claimed McNinch's "release [of this information] to the public media did not follow th[e] procedure" outlined in Article VII.P. [9]

RRPM Article IV.J states UOG "shall be governed by the laws of the Government of Guam's 'Mini-Hatch Act,'" providing that a government employee "shall not use his official authority or influence for the purpose of interfering with or affecting the result of an election."[10] You found McNinch violated this policy because he was "trying to influence whether the Administrators or faculty members receiving the email would vote in the 2022 General Election and you were trying to influence or discourage them from voting for some of the political candidates in that election."[11]

Article X.E.12 of the FUA states UOG may punish faculty for "insulting, rude, or belligerent treatment of the public, students, or other University employees."[12] You found McNinch

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[4] Email from McNinch to faculty (October 24, 2022, 12:28 PM) (enclosed).

[5] Disciplinary Letter from Thomas Krise, UOG President, to McNinch (Nov 8. 2022) (enclosed).

[6] Univ. of Guam, *Rules, Regulations, and Procedures Manual*, Article VII.P, at 268 (approved Feb. 17, 2000), https://www.uog.edu/administration/administration-finance/human-resources/policies.php [https://perma.cc/C7VV-QM4G].

[7] Disciplinary Letter, *supra* note 5.

[8] *Id.*

[9] *Id.*

[10] *Rules, Regulations, and Procedures Manual*, *supra* note 6, Article IV.J, at 14; 4 Guam Code Annotated, Section 5103 (Guam Mini-Hatch Act).

[11] Disciplinary Letter, *supra* note 5.

[12] Univ. of Guam, *Faculty Union Agreement*, Article X.E.12, at 53 (adopted Dec. 1, 2018), http://bitly.ws/wNSR [https://perma.cc/S76Q-9KP5].

violated this policy because his email to faculty was "insulting, rude, and belligerent to the political candidates that were invited to participate in the Great Debate."[13]

You placed a letter of warning in McNinch's file and required him to submit a development plan describing measures he will take to adhere to the policies he's alleged to have violated.[14]

II. The First Amendment Bars UOG from Punishing McNinch for Political Expression

As a public institution bound by the First Amendment, UOG may not punish faculty for expressing their opinions to students, faculty, and the media on political candidates. It has long been settled law that the First Amendment binds public universities like UOG such that its actions and decisions—including the pursuit of disciplinary sanctions[15] and maintenance of policies implicating student and faculty expression,[16] must comply with the First Amendment.[17] UOG policies may not be applied by university administrators to punish faculty for constitutionally-protected political speech, regardless of whether the expression is "insulting, rude, or belligerent," is sent to the media, or expresses personal opinions about political issues or candidates.

Political speech, including comments about and criticism of political candidates, merits the highest level of First Amendment protection. As the Supreme Court has said, "[w]hatever differences may exist about interpretations of the First Amendment, there is practically universal agreement that a major purpose of that Amendment was to protect the free discussion of governmental affairs."[18] Criticism of political candidates is undoubtedly "core political speech" at the very heart of any conception of free expression, and is where First Amendment protection is "at its zenith."[19] The First Amendment's robust protection for political expression is recognized by the Guam "Mini-Hatch Act," which explicitly permits a government employee to "express his opinion as an individual citizen privately and publicly on political issues and candidates."[20]

That political speech may be "insulting, rude, or belligerent" is no excuse for removing the First Amendment's protection; accordingly, UOG's policy banning such language is likely

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[13] Disciplinary Letter, *supra* note 5.

[14] *Id.*

[15] *Papish v. Bd. of Curators of the Univ. of Mo.*, 410 U.S. 667, 667–68 (1973).

[16] *Dambrot v. Central Mich. Univ.*, 55 F.3d 1177 (6th Cir. 1995).

[17] *People v. Guerrero*, 2000 Guam 26, ¶¶ 5-8 (applying the First Amendment to Guam governmental bodies); *McNinch v. Univ. of Guam*, No. 16-cv-00021, 2018 U.S. Dist. LEXIS 170488 (D. Guam Sep. 30, 2018) (applying the First Amendment to the University of Guam); *see also Healy v. James*, 408 U.S. 169, 180 (1972) ("[T]he precedents of this Court leave no room for the view that, because of the acknowledged need for order, First Amendment protections should apply with less force on college campuses than in the community at large. Quite to the contrary, 'the vigilant protection of constitutional freedoms is nowhere more vital than in the community of American schools.'") (internal citation omitted).

[18] *Mills v. Alabama*, 384 U.S. 214, 218 (1966).

[19] *Buckley v. Am. Constitutional Law Found.*, 525 U.S. 182, 186–87 (1999) (quoting *Meyer v. Grant*, 486 U.S. 414 (1988)).

[20] 4 Guam Code Ann., § 5103 (2019).

unconstitutional.[21] The Supreme Court has made clear that "[a]s a Nation we have chosen . . . to protect even hurtful speech on public issues to ensure that we do not stifle public debate."[22] This protection for even hateful or offensive political expression is enshrined in our "profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials."[23]

This principle applies with particular strength to universities, which by their nature, are dedicated to open debate and discussion. Courts have further affirmed that public universities "occupy a special niche in our constitutional tradition,"[24] that faculty play a "vital role in [our] democracy," and that "the essentiality of freedom in the community of American universities is almost self-evident."[25] Accordingly, courts have protected, for example a student newspaper's use of a vulgar headline ("Motherfucker Acquitted") and a "political cartoon . . . depicting policemen raping the Statue of Liberty and the Goddess of Justice."[26] These words and images—published at the height of the Vietnam War—were no doubt deeply offensive to many at a time of deep polarization and unrest. Also protected are "offensive and sophomoric" skits depicting women and minorities in derogatory stereotypes,[27] "racially-charged emails" to a college listserv,[28] and student organizations that the public viewed as "shocking and offensive."[29] Yet, "the mere dissemination of ideas—no matter how offensive to good taste—on a state university campus may not be shut off in the name alone of 'conventions of decency.'"[30]

McNinch also spoke here as a private citizen. The "critical question" in determining whether the speech was that of an employee or private citizen is "whether the speech at issue is itself ordinarily within the scope of an employee's duties, not whether it merely concerns those

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[21] UOG may, of course, punish faculty who engage in behavior meeting the legal definition of harassment in the educational setting, defined as conduct that is (1) unwelcome, (2) discriminatory on the basis of a protected status, and (3) "so severe, pervasive, and objectively offensive, and that so undermines and detracts from the victims' educational experience, that the victim-students are effectively denied equal access to an institution's resources and opportunities." *Davis v. Monroe Cnty. Bd. of Educ.*, 526 U.S. 629, 651 (1999). By banning merely offensive speech protected by the First Amendment, Article X.E.12 of the FUA unlawfully restricts faculty expressive rights and must be revised.

[22] *Snyder v. Phelps,* 562 U.S. 443, 448, 461 (2011).

[23] *N.Y. Times Co. v. Sullivan*, 376 U.S. 254, 270 (1964); *see also Baumgartner v. United States*, 322 U.S. 665, 673–74 (1944) ("One of the prerogatives of American citizenship is the right to criticize public men and measures—and that means not only informed and responsible criticism but the freedom to speak foolishly and without moderation.").

[24] *Grutter v. Bollinger*, 539 U.S. 306, 329 (2003).

[25] *Sweezy v. New Hampshire,* 354 U.S 234, 250 (1957).

[26] *Papish*, 410 U.S. at 667–68.

[27] *Iota Xi Chapter of Sigma Chi Fraternity v. George Mason Univ.*, 993 F.2d 386, 388–392 (4th Cir. 1993).

[28] *Rodriguez v. Maricopa Cnty. Comm. Coll. Dist.*, 605 F.3d 703, 705 (9th Cir. 2009) (the First Amendment "embraces such a heated exchange of views," especially when they "concern sensitive topics like race, where the risk of conflict and insult is high.").

[29] *Gay Students Org. of Univ. of N.H. v. Bonner*, 509 F.2d 652, 661 (1st Cir. 1974).

[30] *Papish*, 410 U.S. at 667–68.

duties."[31] Universities do not ordinarily employ their faculty to debate political candidates or share political analysis with their students, colleagues, and the press. Even assuming others knew of McNinch's title, the mere knowledge of a speaker's employment does not render their speech pursuant to their official duties.[32]

On that note, McNinch did not violate RRPM Article VII.P by simply using his UOG title, because no reasonable person would construe his emails as "Official University news releases and advertisements." In fact, that very same policy states that UOG "will not be responsible for unauthorized news items, announcements or advertisements in the public media."[33] The policy proclaims its clear support for faculty's right to express themselves in a personal capacity, stating how UOG "seeks to encourage the discovery and transmittal of knowledge by creating and maintaining a learning and teaching environment conducive to free expression and the exchange of diverse ideas and viewpoints."[34] Such an environment cannot thrive if UOG punishes professors for merely sharing their thoughts about an election.

III. Conclusion

McNinch's emails are political speech fully protected by the First Amendment. While UOG may employ its own expressive rights to criticize McNinch or add to the discussion, the First Amendment prevents the university—a government entity—from punishing him.

FIRE calls on UOG to remove the warning letter from McNinch's file, lift its requirement that he submit a development plan for violating university policies, and commit to uphold faculty expressive rights by revising FUA Article X.E.12 to comply with the First Amendment.[35]

We request a substantive response to this letter no later than the close of business on Monday, December 5.

Sincerely,

Zachary Greenberg
Senior Program Officer, Student Organizations, Campus Rights Advocacy

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[31] *Lane v. Franks*, 573 U.S. 228, 240 (2014); *Barone v. City of Springfield*, 902 F.3d 1091, 1099 (9th Cir. 2018) (determination as to whether government employee spoke as a private citizen requires the court to examine the employee's "daily professional activities" and then "to discern whether the speech at issue occurred in the normal course of those ordinary duties.") (internal quotations omitted).

[32] *See, e.g.*, *Pickering v. Bd. of Educ.*, 391 U.S. 563, 575-76 (1968) (appendix reproducing teacher's letter to a local newspaper criticizing his employer, explaining that he teaches at the high school).

[33] *Rules, Regulations, and Procedures Manual*, *supra* note 6, Article VII.P, at 268.

[34] *Id.*

[35] To this end, FIRE would be happy to provide assistance.

Cc: Christine M.K. Mabayag, Executive Secretary
David Okada, Executive Assistant to the President
Anthony R. Camacho, General Counsel
Anita Borja Enriquez, Senior Vice President and Provost

Encl.

UNIVERSITY OF GUAM
UNIBETSEDÅT GUAHAN

President's Office

Ronald L. McNinch-Su, Ph.D
SBPA 136
UOG Station, Mangilao, Guam, 96923

November 8, 2022

RE: Letter of Warning.

Dear Dr. McNinch:

In accordance with Article X.C.1.b of the Negotiated Agreement between the Board of Regents of the University of Guam (UOG) and the UOG Faculty Union, American Federation of Teachers, Local 6282 (Union), December 1, 2018 – April 30, 2023 (Agreement), and after considering the statements made by you, your representative Arun R. Swamy, and L. Robert Barber, Jr., Union President during our November 1, 2022 meeting, and after considering the Union's Letter dated October 31, 2022, I find that the email you sent to members of the public media on October 24, 2022 attached herein as Exhibit A violates Article VII.P of UOG's Rules, Regulations, and Procedures Manual (RRPM) which states that official UOG news releases and advertisements shall be distributed to the public media through the Public Relations Officer in the Office of the President upon request of the Dean, Director, faculty, staff, student, alumni or administrative officer concerned because the release to the public media did not follow this procedure. The statements made during our meeting that you believed that you were sending the email in your personal capacity and that you were sending it to your "friends" are not supported by the record in this matter. Specifically, you sent out the email using mcninchr@triton.uog.edu which is your official UOG email account. You state in the email that you are sending it as "Chair of Public Administration and Legal Studies" which is one of your official positions at UOG. You addressed the email to news@guampdn.com, news@k57.com, news@kanditnews.com, phil@postguam.com, and NEWS@KUAM.COM. As a result of your actions some of the recipients of these emails published news stories concerning the statements you made the email and you either knew or should have known that they would do so.

I find that the statements in the email violated Article X.E.12 of the Faculty Union Agreement were insulting, rude, and belligerent to the political candidates that were invited to participate in the Great Debate. The statements made during our meeting that they were "boilerplate stuff," or "cheerleading" or "standard fare" are not supported by the record. Specifically, you state in the email that "Who ever does not show up will not win this election," "If you dont show up, you wont win [SIC]," and "Do not play with the University of Guam and our students," are insulting, rude, and belligerent to the candidates that were invited to participate in the Great Debate. Of particular note is that had you followed the procedure in Article VII.P, UOG's RRPM, these offensive statements would likely have been omitted from the email.

I find that the email attached herein as Exhibit B violates Article IV.J, UOG RRPM, which prohibits political activity in contravention of Guam's Mini-Hatch Act as well as 4 G.C.A. §5103(a), which is a section of that act, that prohibits UOG employees from using their official authority or influence for the purpose of interfering with or affecting the result of an election because you were trying to influence whether the Administrators and faculty members receiving the email would vote in the 2022 General Election and you were trying to influence or discourage them for voting for some of the political candidates in that election. The statements made during the meeting that UOG may not impose disciplinary actions for UOG employees violating Guam's Mini-Hatch Act have no merit. Be advised that as a member of UOG's faculty, you are subject to the provisions of the UOG-Faculty Union Agreement. That Agreement states authorized causes for disciplinary action, including adverse action, against a Faculty member include violation of any provision of the University policy, rules and regulations. Article X.E.18, UOG-Faculty Union Contract. UOG's RRPM states that political activities by faculty, administrators, and other unclassified employees of the University of Guam shall be

governed by the laws of the Government of Guam. Article IV.J, UOG RRPM. Hence, a violation of Guam's Mini-Hatch Act would violate Article IV.J, UOG RRPM, and can be the subject of disciplinary action pursuant to Article X.E.18, UOG-Faculty Union Contract. The statements made in the meeting that the email did not attempt to influence how the UOG Administrators and faculty receiving the email vote in the upcoming General Election have no merit. In the email you advise the UOG Administrators and faculty receiving the email to "stay out of this election," and then you proceed to state which political party may or may not have a majority in the Guam Legislature or who may or may not be elected as Governor.

Finally, I find no merit in the statements that were made in the meeting that sending the emails attached herein as Exhibits A and B were proper exercises of your right to "Academic Freedom" or "Free Speech." Those rights do not excuse you from complying with Article VII.P and Article IV.J, of UOG's RRPM or exonerate your violations of these Articles as set forth above. These violations are serious because they threaten UOG's political neutrality as the organizer of the Great Debate. Further, attempting to coerce political candidates to participate in the debate or threatening to stand-in for the ones who do not appear at the debate is not conducive to encouraging the voluntary participation of the candidates in the debate and maintaining the public's confidence in UOG's political neutrality in conducting the debate.

Accordingly, you are hereby WARNED that if you violate Article VII.P and Article IV.J, of UOG's RRPM again, you will be subject to disciplinary action in accordance with Article X of the UOG-Faculty Union Contract and that such disciplinary action may be in the form of an adverse action. This letter of warning will be placed in your Official UOG Personnel File. You are hereby directed to submit, within thirty (30) days after receiving this letter, a development plan for the next great debate that describes what measures you will take to prevent violations of Article VII.P and Article IV.J, of UOG's RRPM from occurring again. That development plan shall also include a full accounting of the $20,000 identified in the email attached herein as Exhibit A, to include where those funds are deposited and how they will be used now that the Great Debate has been cancelled.

Sincerely,

Thomas Krise (Nov 7, 2022 19:16 HST)

THOMAS W. KRISE, PhD
President

EXHIBIT A

From: RONALD L MCNINCH <mcninchr@triton.uog.edu>
Sent: Monday, October 24, 2022 7:08 PM
To: MPA Cohort2022; ROSEANN M JONES; FRED R SCHUMANN; PALS FT FACULTY
Cc: Iris Lapid; reubenbugarin@gmail.com; Jonas Macapinlac; news@guampdn.com; news@k57.com; news@kanditnews.com; phill@postguam.com; phil@postguam.com; NEWS@KUAM.COM
Subject: Directive from Chair of Public Administration and Legal Studies

Dear Students,
Thank you so much for your efforts and the $20,000 you raised in car washes and research projects to fund the great debates. This is a major production.

Do not fear. As Chair of Public Administration and Legal Studies, the Great Debate will occur and I, as chair, or other faculty member in our division will argue with appropriate zealousness, the side(s) that do(es) not appear. The voters of Guam deserve to have issues debated and argued. I can stand in for Felix Camacho or Lou Leon Guerrero, you know I will . I debate very well. Who ever does not show up will not win this election. It is just that simple. This is political calculus everyone can understand.

This is reality. Let everyone else play politics. The Great Debate will Go On!

Do not play with the University of Guam and our students!

Sincerely, Ron McNinch Chair

PS: May the team with the most votes win. If you dont show up, you wont win.

EXHIBIT B

From: RONALD L MCNINCH <mcninchr@triton.uog.edu>
Sent: Monday, October 24, 2022 8:12:18 PM
To: Krise, Thomas <tkrise@triton.uog.edu>; ROSEANN M JONES <jonesr@triton.uog.edu>; Dr. Anita Enriquez <abe@triton.uog.edu>
Cc: NORMAN S ANALISTA <analistan@triton.uog.edu>; Jonas Macapinlac <jmac@triton.uog.edu>; FRED R SCHUMANN <schumannf@triton.uog.edu>; Dr. JUDITH P GUTHERTZ <guthertzj@triton.uog.edu>
Subject: Great Debate Update: FYI

Dear Colleagues,
My collegial advice: stay out of this election.
The legislature may remain republican 8-6 but not sure
It may be 9-6 dem.
Felix could win 50-49 but not sure.
It could also flip back to 51-49.
On the other hand Lou could spring out to 60/40. But
this is a spin view. The daily numbers for Guam are
crazy. I think governor is lou at 53-47. But this is a very dynamic election.
Lou's people believe it is set. I think it is closer than others.
So my point is simple: it is easy to think that that the 2018 election holds it is one point. But they forget, off island pollsters are lied to...

so ?????

ps the lou hacks will say different .. beware

Letter of Warning to R. McNinch 11-8-22

Final Audit Report 2022-11-08

Created:	2022-11-08
By:	Cynthia Guerrero (cguerrero@triton.uog.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH2dmV4uVXNqgBkcJRF8xA8kdmuzOvpUd

"Letter of Warning to R. McNinch 11-8-22" History

Document created by Cynthia Guerrero (cguerrero@triton.uog.edu)
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Document emailed to Thomas Krise (tkrise@triton.uog.edu) for signature
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Email viewed by Thomas Krise (tkrise@triton.uog.edu)
2022-11-08 - 5:16:01 AM GMT

Document e-signed by Thomas Krise (tkrise@triton.uog.edu)
Signature Date: 2022-11-08 - 5:16:14 AM GMT - Time Source: server

Agreement completed.
2022-11-08 - 5:16:14 AM GMT

Authorization and Waiver for Release of Personal Information

I, Ron McNinch, do hereby authorize University of Guam (the "Institution") to release to the Foundation for Individual Rights and Expression ("FIRE") any and all information concerning my employment, status, or relationship with the Institution. This authorization and waiver extends to the release of any personnel files, investigative records, disciplinary history, or other records that would otherwise be protected by privacy rights of any source, including those arising from contract, statute, or regulation. I also authorize the Institution to engage FIRE and its staff members in a full discussion of all information pertaining to my employment and performance, and, in so doing, to disclose to FIRE all relevant information and documentation.

This authorization and waiver does not extend to or authorize the release of any information or records to any entity or person other than the Foundation for Individual Rights and Expression, and I understand that I may withdraw this authorization in writing at any time. I further understand that my execution of this waiver and release does not, on its own or in connection with any other communications or activity, serve to establish an attorney-client relationship with FIRE.

If the Institution is located in the State of California, I request access to and a copy of all documents defined as my "personnel records" under Cal. Ed. Code § 87031 or Cal. Lab. Code § 1198.5, including without limitation: (1) a complete copy of any files kept in my name in any and all Institution or District offices; (2) any emails, notes, memoranda, video, audio, or other material maintained by any school employee in which I am personally identifiable; and (3) any and all phone, medical or other records in which I am personally identifiable.

This authorization and waiver does not extend to or authorize the release of any information or records to any entity or person other than the Foundation for Individual Rights and Expression, and I understand that I may withdraw this authorization in writing at any time. I further understand that my execution of this waiver and release does not, on its own or in connection with any other communications or activity, serve to establish an attorney-client relationship with FIRE.

I also hereby consent that FIRE may disclose information obtained as a result of this authorization and waiver, but only the information that I authorize.

DocuSigned by:
Ron McNinch
2182D4ED7CA1488...

Signature

11/17/2022

Date