

INDIANA  
STATE ETHICS COMMISSION

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**42 IAC 1-5-14 Post-employment Restrictions IC 4-2-6-11  
Compensation Resulting from Confidential Information IC 4-2-6-6**

A Former State Employee who previously worked for the Indiana Economic Development Corporation (IEDC) sought the State Ethics Commission's (Commission) determination as to whether a post-state role with Marketing Alliance would violate the Code of Ethics' (Code) post-employment restrictions. The Commission finds the Former Employee's post-state employment opportunity would violate the Code's one year cooling off restriction. The Former Employee would be required to obtain a post-employment waiver before beginning his position at Marketing Alliance.

April 9, 2026  
2026-FAO-002

The Indiana State Ethics Commission (Commission) issues the following Formal Advisory Opinion (FAO) concerning the State Code of Ethics (Code) pursuant to IC 4-2-6-4(b)(1). The following opinion is based exclusively on sworn testimony and documents presented by the Former Employee, previously IEDC Senior Vice President of Sales and Marketing, whose post-employment opportunity serves as the basis for this request and testimony by the Ethics Officer for the IEDC.

**BACKGROUND**

On January 16, 2026, the Former Employee retired in good standing as Senior Vice President of Sales and Marketing after fifteen years of service with the IEDC. The Former Employee requests the Commission's FAO regarding his prospective post-state part-time employment opportunity with company Marketing Alliance – a nationwide marketing firm based in Florida and Texas that focuses on economic development marketing. Specifically, the Former Employee asks whether he could immediately accept employment with Marketing Alliance while maintaining compliance with the post-employment rule's cooling-off period, due to his involvement in overseeing a marketing professional services agreement between the IEDC and Marketing Alliance. The Former Employee provides that Marketing Alliance sent him an offer letter on January 20, 2026, for the role of Senior Strategist.

The Former Employee's job duties with the IEDC included production, planning, and execution of marketing campaigns, materials, and events to promote Indiana as an environment for business attraction and expansion, and to help encourage existing and prospective companies to grow and create new jobs that grow the larger Hoosier economy. The Former Employee maintains that he did not have decision-making authority over agency-wide topics such as policy or goal setting. The Former Employee also maintains that within the marketing and communications division with IEDC, he exercised limited delegated contracting discretion to solicit and evaluate marketing proposals and scope, manage vendor communications, and recommend selections within the budget parameters set by the IEDC finance department – noninclusive of final sign-off authority to approve, execute, or amend contracts.

While with the IEDC, the Former Employee interacted with Marketing Alliance for marketing creative and production services. The Former Employee participated in approximately ten vendor contracts, and one of those vendors was Marketing Alliance. He submitted to the Commission that his role in this interaction was limited to collecting proposals, facilitating scope discussions, and providing advisory recommendations. All contracts required legal review, finance review, and executive level approval, and he was not the signatory or final decision maker. The Former Employee provides that final authority and approval rested with his supervisor, consistent with the organizational structure in place at the time (Requestor (SVP of Marketing) >>> IEDC COO >>> IEDC President >>> IN Secretary of Commerce).

The Commission pointed out that an internet search rendered an IEDC contract addendum with Marketing addressed to, but not signed by, the Former Employee. When the Commission asked the Former Employee how he would square his submission stating he was not a signatory on any contracts involving Marketing Alliance, with his name on the addendum as the recipient, the Former Employee contended that the addendum is an attachment to the contract and not part of the main agreement.

The IEDC's ethics officer, whose presence before the Commission was neutral and to explain any relevant IEDC matters, provided that the IEDC's typical practice is using a standard boilerplate contract with all the obligations existing in the exhibits, likening the Former Employee's name on the addendum to being part of the scope of work/exhibit of the contract – whereas others within the IEDC would sign the standard boilerplate portion of the contract. The Former Employee testified that the last contract involving Marketing Alliance that he was involved in expired December 31, 2025.

Specific to the Former Employee's IEDC work with the Marketing Alliance, his decision-making authority involved creative direction, working within production budget, invoice review, and approval for marketing creative services design and production – most notably website, video, promotional materials and campaigns, display and digital advertising, event signage, and e-marketing. Furthermore, the Former Employee provides he has not made a regulatory or licensing decision that directly applied to Marketing Alliance.

The Former Employee testified that pursuant to the contract with Marketing Alliance on which the addendum names him as a recipient, when presented with the scope of work he would be in a position to make a recommendation. Specifically, he could ask his supervisors what is appropriate and would give his recommendation whether IEDC should engage in the contract. When asked whether the Former Employee's name as the addendum recipient would put him in a position to make a discretionary decision, the IEDC ethics officer provided the Former Employee had interactions with Marketing Alliance but was not in a position to execute or terminate a contract.

After the Former Employee testified that his formal employment negotiations with Marketing Alliance did not begin until January 17, 2026 – after his last day of employment with the IEDC – the Former Employee provided that he also previously had informal conversations with friends from Marketing Alliance at social events in which he mentioned he was looking for work after he retired with the IEDC.

The Former Employee provides that in his prospective role with Marketing Alliance, he would be primarily responsible for developing new business and establishing initial contact with potential clients. This includes defining the scope and need of the client, and coordinating internally with the prospective employer to develop a marketing proposal. The Former Employee would focus on developing clients in Indiana at the municipality and county level, as well as clients in other states. The Former Employee testified that his Marketing Alliance position would not involve any involvement with the executive branch of Indiana state government.

The Former Employee also noted that Marketing Alliance has developed and would implement an internal screening and project-management protocol to ensure that he will not participate in, access, or influence any work related to the IEDC. All project materials are organized within their secure project management and cloud-storage systems on a client-specific basis. Access permissions are assigned at the project level, meaning team members can only view materials for projects to which they are specifically assigned. The Former Employee would not be granted access to any IEDC or state of Indiana-related project folders, documents, communications, or internal discussions associated with IEDC work.

### ISSUES

What ethics issues, if any, arise for the Former Employee in his prospective post-employment position with Marketing Alliance?

### RELEVANT LAW

#### **IC 4-2-6-11 One year restriction on certain employment or representation; advisory opinion; exceptions; waivers; disclosure statements; restrictions on inspector general seeking state office**

Sec. 11. (a) As used in this section, "particular matter" means any of the following:

- (1) An application.
- (2) A business transaction.
- (3) A claim.
- (4) A contract.
- (5) A determination.
- (6) An enforcement proceeding.
- (7) An investigation.
- (8) A judicial proceeding.
- (9) A lawsuit.
- (10) A license.
- (11) An economic development project.
- (12) A public works project.

The term does not include the proposal or consideration of a legislative matter or the proposal, consideration, adoption, or implementation of a rule or an administrative policy or practice of general application.

(b) A former state officer, employee, or special state appointee may not accept employment or receive compensation:

- (1) as a lobbyist;
- (2) from an employer if the former state officer, employee, or special state appointee was:
  - (A) engaged in the negotiation or the administration of one (1) or more contracts with that employer on behalf of the state or an agency; and
  - (B) in a position to make a discretionary decision affecting the:
    - (i) outcome of the negotiation; or
    - (ii) nature of the administration; or
- (3) from an employer if the former state officer, employee, or special state appointee made a regulatory or licensing decision that directly applied to the employer or to a parent or subsidiary of the employer; before the elapse of at least three hundred sixty-five (365) days after the date on which the former state officer, employee, or special state appointee ceases to be a state officer, employee, or special state appointee.
- (c) A former state officer, employee, or special state appointee may not represent or assist a person in a particular matter involving the state if the former state officer, employee, or special state appointee personally and substantially participated in the matter as a state officer, employee, or special state appointee, even if the former state officer, employee, or special state appointee receives no compensation for the representation or assistance.
- (d) A former state officer, employee, or special state appointee may not accept employment or compensation from an employer if the circumstances surrounding the employment or compensation would lead a reasonable person to believe that:
  - (1) employment; or
  - (2) compensation;
 is given or had been offered for the purpose of influencing the former state officer, employee, or special state appointee in the performance of the individual's duties or responsibilities while a state officer, an employee, or a special state appointee.
- (e) A written advisory opinion issued by the commission certifying that:
  - (1) employment of;
  - (2) consultation by;
  - (3) representation by; or
  - (4) assistance from;
 the former state officer, employee, or special state appointee does not violate this section is conclusive proof that a former state officer, employee, or special state appointee is not in violation of this section.
- (f) Subsection (b) does not apply to the following:
  - (1) A special state appointee who serves only as a member of an advisory body.
  - (2) A former state officer, employee, or special state appointee who has:
    - (A) not negotiated or administered any contracts with that employer in the two (2) years before the beginning of employment or consulting negotiations with that employer; and
    - (B) any contract that:
      - (i) the former state officer, employee, or special state appointee may have negotiated or administered before the two (2) years preceding the beginning of employment or consulting negotiations; and
      - (ii) is no longer active.

(g) An employee's or a special state appointee's state officer or appointing authority may waive application of subsection (b) or (c) in individual cases when consistent with the public interest. A waiver must satisfy all of the following:

- (1) The waiver must be signed by an employee's or a special state appointee's:
  - (A) state officer or appointing authority authorizing the waiver; and
  - (B) agency ethics officer attesting to form.
- (2) The waiver must include the following information:
  - (A) Whether the employee's prior job duties involved substantial decision making authority over policies, rules, or contracts.
  - (B) The nature of the duties to be performed by the employee for the prospective employer.
  - (C) Whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee.
  - (D) Whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest.
  - (E) The extent of economic hardship to the employee if the request for a waiver is denied.
- (3) The waiver must be filed with and presented to the commission by the state officer or appointing authority authorizing the waiver.
- (4) The waiver must be limited to an employee or a special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation of subsection (b) or (c).

The commission may conduct an administrative review of a waiver and approve a waiver only if the commission is satisfied that the information provided under subdivision (2) is specifically and satisfactorily articulated. The inspector general may adopt rules under IC 4-22-2 to establish criteria for post employment waivers.

(h) Subsection (b) applies, subject to waiver under subsection (g), to a former state officer, employee, or special state appointee who:

- (1) made decisions as an administrative law judge; or
- (2) presided over information gathering or order drafting proceedings; that directly applied to the employer or to a parent or subsidiary of the employer in a material manner.

(i) A former state officer, employee, or special state appointee who forms a sole proprietorship or a professional practice and engages in a business relationship with an entity that would otherwise violate this section must file a disclosure statement with the commission not later than one hundred eighty (180) days after separation from state service. The disclosure must:

- (1) be signed by the former state officer, employee, or special state appointee;
- (2) certify that the former state officer, employee, or special state appointee is not an employee of the entity; and
- (3) state in detail the treatment of taxes, insurance, and any other benefits between the entity and the former state officer, employee, or state appointee.

(j) The inspector general may not seek a state elected office before the elapse of at least three hundred sixty-five (365) days after leaving the inspector general position.

## **IC 4-2-6-6**

### **Present or former state officers, employees, and special state appointees; compensation resulting from confidential information**

Sec. 6. No state officer or employee, former state officer or employee, special state appointee, or former special state appointee shall accept any compensation from any employment, transaction, or investment which was entered into or made as a result of material information of a confidential nature.

### **ANALYSIS**

The Former Employee's request for a FAO invokes consideration of the provisions of the Code pertaining to post-employment, and compensation resulting from confidential information. The application of each provision to the Former Employee's situation is analyzed below.

#### *A. Post-employment*

IC 4-2-6-11 consists of two separate limitations: a "cooling off" period and a "particular matter" restriction. The first prohibition, commonly referred to as the cooling off or revolving door period, prevents the Former Employee from accepting employment from an employer for 365 days from the date that he leaves state employment under various circumstances.

First, the Former Employee is prohibited from accepting employment as a lobbyist for the entirety of the cooling off period. A lobbyist is defined as an individual who seeks to influence decision making of an agency and who is registered as an executive branch lobbyist under the rules adopted by the Indiana Department of Administration. Based on the information provided, the Former Employee will not be engaging in any lobbying activities in his prospective position with Marketing Alliance. Thus, the Former Employee's post-employment opportunity with Marketing Alliance would not violate this provision of the post-employment rule.

Second, the Former Employee is prohibited from accepting employment for 365 days from the last day of his state employment from an employer for whom he made a regulatory or licensing decision that directly applied to the employer or its parent or subsidiary. As the Former Employee provides he has not made a regulatory or licensing decision that directly applied to Marketing Alliance, this provision would not prohibit his acceptance of the Marketing Alliance position.

Third, the Former Employee is prohibited from accepting employment from an employer if the circumstances surrounding the hire suggest the employer's purpose is to influence him in his official capacity as a state employee. Based on the information provided, this part of the rule would not prohibit the Former Employee's immediate employment with Marketing Alliance.

Fourth, the Former Employee is prohibited from accepting employment for 365 days from the last day of his state employment from an employer with whom 1) he engaged in the negotiation or administration of a contract on behalf of a state agency and 2) was in a position to make a discretionary decision affecting the outcome of the negotiation or nature of the administration of the contract.

Although the Commission has acknowledged that whether a state employee is in a position to make a discretionary decision for purposes of this rule may depend on the state employee's job title or duties ([13-I-37](#)), it has repeatedly rejected the idea that only the final decision-maker(s) are in a position to make discretionary decisions for purposes of this rule. Although the Code does not define the term "negotiations," in [14-I-16](#), the Commission found that when the contract process with a consulting firm would not have moved forward but for an INDOT Deputy Commissioner's actions, his involvement constituted contract negotiations. Moreover, the Commission found the one year cooling off restriction applied from the Deputy Commissioner's involvement in contract negotiations and his discretion to question the selection of the consulting firm prior to affixing the signature to the contract.

Specific to the Former Employee's IEDC work with the Marketing Alliance, his decision-making authority involved creative direction, working within production budget, invoice review, and approval for marketing creative services design and production – most notably website, video, promotional materials and campaigns, display and digital advertising, event signage, and e-marketing.

When the Commission asked the Former Employee how he would square his submission stating he was not a signatory on any contracts involving Marketing Alliance, with his name on the addendum, the Former Employee contended that the addendum is an attachment to the contract and not part of the main agreement.

The IEDC's ethics officer, whose presence before the Commission was neutral and to explain any relevant IEDC matters, provided that the IEDC's typical practice is using a standard boilerplate contract with all the obligations existing in the exhibits, likening the Former Employee's name on the addendum to being part of the scope of work/exhibit of the contract – whereas others within the IEDC would sign the standard boilerplate portion of the contract.

The Former Employee testified that pursuant to the contract with Marketing Alliance on which the addendum names him as a recipient, when presented with the scope of work he would be in a position to make a recommendation. Specifically, he could ask his supervisors what is appropriate and would give his recommendation whether IEDC should engage in the contract. When asked whether the Former Employee's name on the contract addendum as the recipient would put him in a position to make a discretionary decision, the IEDC ethics officer provided the Former Employee had interactions with Marketing Alliance but was not in a position to execute or terminate the contract.

The Commission finds that the Former Employee engaged in the negotiation or administration of a contract on behalf of the IEDC and was in a position to make a discretionary decision affecting the outcome of the negotiation or nature of the administration of the contract. The Former Employee was the recipient of a contract scope of work addendum involving Marketing Alliance and had the ability to escalate contract concerns up the chain to a contract decision-maker. Therefore, the post-employment rule's cooling-off period would apply to The Former Employee's prospective post-employment opportunity with Marketing Alliance, and he may not begin such employment for 365 days after separation from state employment without a waiver that meets the requirements of IC 4-2-6-11(g).

Finally, the Former Employee is subject to the post-employment rule's "particular matter" prohibition in his prospective post-employment. This restriction prevents his from representing or assisting a person on any of the following twelve matters if he personally and substantially participated in the matter as a state employee: 1) an application, 2) a business transaction, 3) a claim, 4) a contract, 5) a determination, 6) an enforcement proceeding, 7) an investigation, 8) a judicial proceeding, 9) a lawsuit, 10) a license, 11) an economic development project, or 12) a public works project. The particular matter restriction is not limited to 365 days but instead extends for the entire life of the matter at issue, which may be indefinite.

In this instance, the Former Employee would be prohibited from representing or assisting Marketing Alliance or any other person in a particular matter in which he personally and substantially participated as a state employee.

As the Former Employee provides that the professional services contract he worked on between the IEDC and Marketing Alliance has ended, and that his work with Marketing Alliance would not involve interacting with the executive branch of Indiana state government, this rule does not limit the scope of the Former Employee's prospective employment with Marketing Alliance.

*B. Confidential information*

IC 4-2-6-6 prohibits the Former Employee from accepting any compensation from any employment, transaction or investment that is entered into or made as a result of material information of a confidential nature. The term "person" is defined in IC 4-2-6-1(a)(13) to encompass both an individual and an organization, such as Marketing Alliance. In addition, the definition of "information of a confidential nature" is set forth in IC 4-2-6-1(a)(12).

To the extent the Former Employee would be compensated due to his use of material information of a confidential nature, he would be prohibited accepting compensation as a result.

**CONCLUSION**

Subject to the foregoing analysis, the Commission finds that the Former Employee's prospective post-state employment opportunity with Marketing Alliance would violate the post-employment rule's cooling-off restrictions found in IC 4-2-6-11(b). Therefore, the Commission finds that the Code requires the Former Employee to wait 365 days after leaving state employment or obtain a post-employment waiver before beginning his Senior Strategist position with Marketing Alliance.

Respectfully Submitted,



Will Deane  
State Ethics Commission Director  
Office of Inspector General