

assistant in the Palmyra school district for several years prior to the filing of the complaint. Mr. Cecchini became chair of the budget/finance committee since the 1997-1998 school year.

The Board's negotiations with the Palmyra Education Association (PEA) began in February 1998. On October 15, 1998, the Board signed a memorandum of agreement with the PEA. The PEA did not ratify the agreement, and, after several months of postponed ratification votes, the Board filed an unfair labor practice complaint with the Public Employee Relations Commission (PERC) in April 1999.

On May 18, 1999, the Board held an executive session meeting regarding the budget. The Board discussed the status of the PERC complaint and how the failure to obtain a ratified contract would affect the budget for the 1999-2000 school year. A question was raised as to why the contract had not been ratified. The Superintendent gave his impressions from his discussions with staff members. Then, Mr. Cecchini commented that he had spoken to several teachers who gave varying reasons as to why the contract had not been ratified. He added that the teachers had no idea as to the status of the contract. He submitted in his answer that there seemed to be a lack of information given to the members of the PEA that was causing confusion among the members. He said that he had obtained this information from staff members with whom he said he has a good relationship.

Before PERC heard the complaint, the PEA ratified the contract as it existed in the memorandum of agreement.

ANALYSIS

The issue before the Commission is whether Mr. Cecchini violated N.J.S.A. 18A:12-24(c) of the School Ethics Act by commenting on his conversation with members of the PEA during the executive session meeting in question. Mr. Brooks argues that Mr. Cecchini had no right to discuss the lack of information that the staff was provided by the union leadership. He urges the Commission to find that any conversation with any PEA member could be perceived as presenting the Board's views, rather than Mr. Cecchini's own opinion. Mr. Brooks believes that Mr. Cecchini had no right to even talk about the ratification process because of his obvious conflict of interest under N.J.S.A. 18A:12-24(c). He further argues that the actions of the union were an attempt to reopen negotiations that Mr. Cecchini says were concluded at the time of the meeting in question. He believes that since an unfair labor practice complaint was pending, Mr. Cecchini should not have engaged in the conversation.

N.J.S.A. 18A:12-24(c) provides:

No school official shall act in his official capacity in any matter in which he, a member of his immediate family, or a business organization in which

he holds an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family.

Mr. Cecchini has not been participating in negotiations on the teachers' contract since his spouse is a member of the local bargaining unit. Mr. Cecchini does not dispute that he cannot participate in negotiations because his immediate family member has a direct financial involvement that might reasonably be expected to impair his objectivity. The question is whether Mr. Cecchini's participation in the executive session meeting on May 18, 1999 involved negotiations or, if it did not, whether it was still a matter in which he or his spouse had a financial involvement under N.J.S.A. 18A:12-24(c).

The Commission concludes that the meeting on May 18, 1999 did not involve negotiations. The Board had signed a memorandum of agreement, which gave the Board reason to believe that negotiations had ended. Although Mr. Brooks argues that the actions of the PEA were an attempt to reopen negotiations, there is no indication the union leadership expressed such an intention. Ultimately, negotiations were not reopened and the contract as set forth in the memorandum of agreement was ratified.

A closer question is whether the executive session topic was a matter in which Mr. Cecchini or his spouse had a direct or indirect financial involvement that might reasonably be expected to impair his objectivity, even if it did not involve negotiations. The Commission understands that a contract is not final until it is ratified and usually, the best course of action for a board member in Mr. Cecchini's position is to remain out of contract discussions until ratification. However, the Commission also understands that the outcome of the collective bargaining agreement affects other issues that come before the Board, such as the budget, that do not involve the terms of the contract. In the present case, the Commission finds that the meeting concerned the budget and the contract issue arose in the context of the budget discussion that was unresolved. Mr. Cecchini stated that he requires the negotiated contract information to prepare the school district budget. Based on the foregoing, the Commission does not find that Mr. Cecchini was required to recuse himself from such a discussion, especially since he was serving as chair of the budget/finance committee at the time.

Furthermore, the comments that Mr. Cecchini made at the meeting in question were innocuous. In response to comments by the Superintendent, he interjected his interpretation of comments that he had heard from staff about the ratification of the contract. Mr. Cecchini's remarks did not appear to be geared in any way toward altering the contract or influencing the pending litigation at PERC. In essence they appear to be throw away comments that did not inject anything substantive into the discussion at all. If Mr. Cecchini had made any additional comments, the Commission is certain that Mr. Brooks would have called them to its attention. On the basis of the record before it, the

Commission cannot find probable cause to credit the allegation that Mr. Cecchini violated N.J.S.A. 18A:12-24(c) of the School Ethics Act.

CONCLUSION

For the foregoing reasons, the Commission finds no probable cause to credit the allegations in the complaint that Mr. Cecchini violated the School Ethics Act by making comments at an executive session meeting prior to the ratification of the contract. Therefore, the Commission dismisses the complaint against him.

Paul C. Garbarini, Chairperson

Resolution Adopting Decision -- C19-99

Whereas, the School Ethics Commission has considered the pleadings filed by the parties and the documents submitted in support thereof; and

Whereas, the Commission finds no probable cause to credit the allegations in the complaint that respondent John Cecchini violated N.J.S.A. 18A:12-24(c) of the School Ethics Act; and

Whereas, the Commission has reviewed and now adopts the draft of this decision; and

Whereas, the decision comports with the Commission's reasoning;

Now Therefore Be It Resolved that the Commission hereby dismisses the complaint alleging that Mr. Cecchini violated the School Ethics Act and adopts this decision as its decision in this matter.

Paul C. Garbarini, Chairperson

I hereby certify that the Resolution
was duly adopted by the School
Ethics Commission at its public meeting
on March 28, 2000.

Lisa James-Beavers
Executive Director

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