

IN THE MATTER OF : NEW JERSEY DEPARTMENT OF EDUCATION  
THE CERTIFICATES OF : STATE BOARD OF EXAMINERS  
BRUCE CERRA : ORDER OF REVOCATION  
\_\_\_\_\_ : DOCKET NO: 0607-149

At its meeting of December 7, 2006, the State Board of Examiners (Board) reviewed information it had received from the South Bergen Jointure Commission (SBJC) regarding Bruce Cerra. SBJC reported that Cerra had resigned from his position as School Business Administrator following allegations that he had violated state bidding laws. SBJC alleged that Cerra had asked a contractor to submit quotes for construction work performed at SBJC's Lyndhurst campus after the work had already been completed and to submit separate bills from different companies for a single job his company had completed so that each individual bill would not exceed the bid threshold. Cerra currently holds a School Business Administrator Certificate of Eligibility, issued in January 1995 and a School Business Administrator certificate, issued in April 1998. Upon review of the above information, at its January 18, 2007 meeting, the Board voted to issue an Order to Show Cause to Cerra as to why his certificates should not be revoked or suspended.

The Board sent Cerra the Order to Show Cause by regular and certified mail on January 25, 2007. The Order provided that Cerra must file an Answer within 30 days. Cerra responded on January 29, 2007.

In that Answer, Cerra denied violating state bidding laws and claimed that he did not know the cost of the work would exceed the bid threshold. (Answer, ¶ 1). He stated that the contractor never submitted any progress billings or cost estimates. (Answer, ¶ 1). Cerra added that he never initiated or executed a purchase order to pay for the services while the work progressed and that when he received the bills he kept them together and submitted them intact as a group to the superintendent. (Answer, ¶¶ 2, 3). He added that he "never did a purchase order before or after receipt of the invoices" and that he was "innocent of this charge." (Answer, ¶ 3). Cerra noted that the school building at issue was acquired in July, needed to be ready by September, and was over 50 years old and parts of the building had not been

used in over two years. (Answer, ¶ 5). Cerra also stated that he resigned from his position due to health issues he had had since 2005. (Answer, ¶ 6).

Since there were material facts in dispute, on February 23, 2007, the Board transmitted the matter to the Office of Administrative Law (OAL) for hearing as a contested case. After several adjournments, Administrative Law Judge (ALJ) Irene Jones heard the matter on April 8 and 9, 2013. The record closed on January 21, 2014, and the ALJ issued an Initial Decision on January 30, 2014. *In the Matter of the Certificates of Bruce Cerra*, Dkt. No. EDE 03599-07 (Initial Decision, January 30, 2014).

ALJ Jones found that, in July 2005, SBJC had leased a building from St. Michael's Church in Lyndhurst to function as a middle/high school beginning in September 2005. (Initial Decision, slip op. at 3). The school required extensive renovations before it could be readied for use. *Ibid.* Although the Superintendent repeatedly asked for copies of bids and specs for the Lyndhurst job beginning in August 2005, she did not receive any invoices and estimates and/or proposals until April 2006. *Id.* at 4-5. All of the estimates were submitted by inter-related companies operating under the same plumbing license. *Id.* at 6. ALJ Jones found that pursuant to *N.J.S.A.* 18A:18A-37, as the purchasing agent for SBJC, Cerra was required to solicit two competitive quotations on the work that needed to be done at the Lyndhurst campus. *Id.* at 8-9. Moreover, since all of the work required a plumbing license, the ALJ found that it should have been bid under a single contract. *Id.* at 9. The total contract amount was \$48,294.85, which required a public bidding process, one that Cerra did not undertake. *Ibid.* The ALJ further found that "the record supports that Cerra attempted to conceal his failure by having [the contractor] submit invoices after the fact." *Ibid.* ALJ Jones also rejected Cerra's argument that the repairs needed at Lyndhurst were emergent, but added that even assuming they were, pursuant to *N.J.S.A.* 18A:18A-7(a), Cerra was required to notify the district in writing of the nature of the emergency and failed to do so. *Ibid.*

After finding that Cerra failed to publicly bid the Lyndhurst repairs, had the contractor submit belated cost estimates and engaged him to perform the plumbing work, and failed to comply with emergency procedures ALJ Jones found that Cerra's "conduct as a whole constitutes unbecoming conduct." *Id.* at 10. In assessing the appropriate penalty the ALJ determined that Cerra's conduct, while

serious, did not warrant the revocation of his certificates. *Id.* at 11. ALJ Jones noted that there was no allegation that this was a common course of conduct for Cerra and added that Cerra claimed he was ill at the time the conduct occurred. *Ibid.* The ALJ opined that the illness could have affected Cerra's judgment and while it did not justify his behavior, it was a mitigating factor. *Ibid.* ALJ Jones therefore concluded that Cerra's actions warranted a one-year suspension of his certificates. *Ibid.* Both parties submitted Exceptions in the case and the Deputy Attorney General (DAG) representing the Board submitted Reply Exceptions as well.

In her Exceptions, the DAG noted that ALJ Jones found as fact "substantially all of the statement of facts submitted by the Board." (DAG Exceptions, p. 13). The DAG further argued that Cerra's failure to obtain quotes or follow proper bidding procedures "could have resulted in severe repercussions for SBJC" including the possible return of State aid for failing to follow public school contracts law. (DAG Exceptions, p. 15). The DAG further argued that Cerra's wrongdoing here went to the heart of his professional responsibilities and, as such, warranted the revocation of his certificates. (DAG Exceptions, pp. 17-20).

In his Exceptions, Cerra argued that he was denied a fair trial because he could not present his witnesses in such a short time from when he was notified of the trial date. (Cerra Exceptions, p. 1). Cerra also maintained that the record did not demonstrate that he concealed the cost of the work or show that he knew the cost of the work until the invoices were submitted in April 2006. (Cerra Exceptions, p. 2). Cerra noted that all of the work was done properly and with quotes and that only one company, CPS, performed work without authorization while Cerra was ill. (Cerra Exceptions, pp. 2-3). Finally, Cerra stated that he was never told by the Superintendent that if the repairs at Lyndhurst were not completed in time, there was an alternate plan to house the students. (Cerra Exceptions, p. 3).

In her reply Exceptions, the DAG argued that Cerra was afforded due process in this matter and that many of the delays in the hearing date were caused by his recalcitrance in responding to discovery and his own requests for adjournments. (DAG Reply Exceptions, pp. 2-6). The DAG also argued that Cerra attached exhibits to his Exceptions that were never presented at hearing and therefore they should

be excluded from the Board's review. (DAG Reply Exceptions, pp. 6-8). The DAG reiterated that Cerra had admitted to his Superintendent and again in his testimony that he did not initiate a bidding process for the repairs at Lyndhurst; that the bids that appeared in April 2006 were all backdated, were from interrelated companies and contained estimates identical to the cost of the work done. (DAG Reply Exceptions, p. 9). Finally, the DAG added that Cerra's flagrant unbecoming conduct warranted the revocation of his certificates. (DAG Reply Exceptions, pp. 10-13).

The Board must now determine whether to adopt, modify or reject the Initial Decision in this matter. At its meeting of May 22, 2014, the Board reviewed the Initial Decision, Exceptions and Reply Exceptions. After full and fair consideration of the Decision, Exceptions and Reply Exceptions, the Board voted to modify the Initial Decision as to the penalty imposed.

As noted above, ALJ Jones found that Cerra had engaged in unbecoming conduct by failing to comply with public school contract laws and then later trying to conceal his malfeasance by having the contractor submit multiple backdated quotes. (Initial Decision, slip op. at 9-10). The Board agrees with the ALJ's conclusion that Cerra's actions constitute conduct unbecoming a teaching staff member warranting sanction. Where the Board differs from the ALJ is in the imposition of the appropriate penalty.

Unfitness to hold a position in a school system may be shown by one incident, if sufficiently flagrant. *Redcay v. State Bd. of Educ.*, 130 N.J.L. 369, 371 (Sup. Ct. 1943), *aff'd*, 131 N.J.L. 326 (E & A 1944). In this instance, Cerra's conduct, taken as a whole, reveals a portrait of an individual who violated the essence of his professional responsibilities and then manipulated the system to conceal his failings. Moreover, to this day, Cerra refuses to accept responsibility for his actions. Such behavior merits the strongest condemnation and the Board believes that the only appropriate response to Cerra's breach is the revocation of his certificates. The Board therefore modifies the Initial Decision as to penalty.

Accordingly, on May 22, 2014, the Board voted to adopt the Initial Decision with modification as to penalty and revoke Cerra's certificates. On this 15th day of July 2014, the Board formally adopted its written decision to adopt the Initial Decision in this matter with modification as to penalty and it is

therefore ORDERED that Bruce Cerra's School Business Administrator Certificate of Eligibility and his School Business Administrator certificate are hereby revoked effective immediately. It is further ORDERED that Cerra return his certificates to the Secretary of the State Board of Examiners, Office of Licensure, P.O. Box 500, Old Bridge, NJ 08625-0500 within 30 days of the mailing date of this decision.

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Robert R. Higgins, Secretary  
State Board of Examiners

Date of Mailing:

Appeals may be made to the Commissioner of Education pursuant to *N.J.S.A.* 18A:6-38.4.

RRH/MZ/th