



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

JOSEPH RENNA,

Appellant,

v.

COUNTY OF UNION,

Respondent.

INITIAL DECISION

OAL DKT. NO. CSV 3198-03

AGENCY DKT. NO. 2003-2372

BEFORE MARGARET M. HAYDEN, ALJ:

LEGAL ANALYSIS AND CONCLUSION

To a great extent the problems in the production of the newsletter appear to be the result of a lack of communication as well as a lack of clear lines of responsibility. Carroll, who had no experience with a newsletter, felt Renna was ultimately responsible for the project. Yet she chastised him for holding a meeting in her absence. Carroll was the person who reported to Devanney about the newsletter. In several incidents it appears as if there was not an agreement as to who was responsible for specific tasks. No one seemed to think they were responsible for the printers. Carroll stated that the attorneys for the County did not want the County involved in the sale of ads yet Carroll thought Renna was responsible for ad sales. The production schedule lists Carroll as the publisher, writer and editor but Murray thought Renna should have been doing some of the editing.

Nevertheless, where it is necessary to make a credibility determination I **FIND** Renna's testimony to be especially candid, forthright and fully supported by the underlying documentation. Carroll's testimony was less credible in that some of her testimony is contradicted by the underlying documentation and therefore must be given less weight. For example, her denial that the postage money in the Alliance account was to be a cushion in the event of poor sales in light of her email to Devanney makes all her testimony less credible. The incorrect dates on the emails sending articles to Renna also raise suspicion tending to undermine her testimony.

The credible facts do not demonstrate Renna failed to promptly contact and respond to vendors on the project. First, it was agreed that Renna's job was not to determine the vendors on the project. However, as the technical person he talked to the two printers concerning the project. Murray seemed concerned that Renna had not followed Murray's instructions to give SVO the specifications but Stender would not have been inquiring about his bid if he had not put in a quote. On the other hand, Carroll was concerned that Renna never talked to Stender because of the email on May 28. The striking thing about this charge against Renna is that no one called Stender to discuss the specifics of his May 28, 2002, inquiry or his discussion with Renna. The only evidence of a non-response by Renna was the email from Stender saying that he had tried to get in touch with him in the past two weeks. Renna said he had only received one phone call and had asked Carroll to get back to Stender. This email was promptly forwarded to Carroll although she did not feel she was the person to deal with vendors. This problem appears to be failure to have clear lines of responsibility. Here neither Carroll nor Murray remember seeing or approving the printing bids but admit Renna did not have the authority. Murray also agreed that AFL was an excellent printer and had been used in all subsequent Directions printing. Hence I **FIND** that the facts do not support the charge that Renna did not contact and respond to vendors as such a responsibility was not part of his assignment.

Another charge was that Renna's negligence resulted in serious deficiencies due to his alleged failure to "make accurate revenue production." Apparently the County held Renna personally responsible for the ad revenue shortfall although a salesperson had been hired to work for the Alliance, not for the County. A review of the proposal that started this project does not demonstrate that Renna guaranteed that the first edition would be a complete financial success. Rather, Renna enthusiastically proposed a new way of bringing information to the people of the County; he suggested in a "best case scenario" if all ads were sold that the production would break even and in later editions even make a profit. It is hard to believe that a county planning group would take the proposal as a guarantee of income. Moreover, shortly after the proposal was approved, the planning group reduced the price of each ad from \$3,500 to \$2,600, thereby indicating they were more interested in getting the newsletter off the ground than making a profit the first time around. Even if all ads were sold the project would have made around \$23,000 less because of the reduction in price. More particularly, since 14 ads were sold approximately \$14,000 of the loss might be because of this reduction.

Although the County clearly wanted Directions to pay for itself, the Alliance had the money for postage in the event that the first efforts were not completely successful. Despite Carroll's denial, she wrote to Devanney stating that while they were hoping for successful sales, the money in the Alliance mail account was considered to be a cushion in the event that sales were not as successful as hoped. While Devanney responded immediately to her email, he did not express any alarm or disagreement with her statement about a cushion. Interestingly, by May 6, 2002, Devanney knew that only one half the sales had been made but did not decide to stop the newsletter.

Moreover, there seems to be an implication that because the salesperson was Renna's wife, he was responsible for the lack of ad sales. Yet Ann-Marie Kay was the person working with Tina Renna, under contract to the Alliance, to help her with the ad sales. According to Carroll, on advice of its attorneys the County was not involved in the ad sales and would not allow Tina Renna to go to potential sources within the County. For the subsequent newsletters, which were more financially successful, the County used Murray's contacts in the County. Based upon these facts, Renna was not responsible for the shortfall in revenue due to ad sales. Hence, I FIND that the County has not proven that Renna's negligence resulted in the deficiencies in the distribution and production due to failure to make accurate revenue production.

The County also charged Renna with the failure to promptly inform superiors of inadequate revenues and delays when Renna became aware of them. This instance seems to be a problem of both failure of communication as well as a lack of clear-cut lines of command. Carroll was in charge of the project; the production schedule and emails show that Renna informed her of the delays in the project. In fact, Carroll had to know about the delays because she was responsible for providing the delayed material. When Renner sent a copy of the production schedule on May 6, 2002, to Devanney, it certainly stated that the project was seriously behind schedule. Yet Devanney scolded Renna for even sending him the schedule without copying Carroll. It is unclear why Renna was held responsible to go to Devanney as Carroll was in charge of the project and should have informed her superior of the delay of the project.

In several emails Carroll asked Renna how the ad sales were going. In subsequent emails or production updates, Renna gave general responses. However, it is unclear why Renna, the technical person, would be in charge of this aspect of the newsletter. Tina Renna was an employee of the Alliance. There was no reason why Carroll could not pick up the phone and get a report from the Alliance or even Tina Renna. If Carroll needed more specifics than Renna's generalized answers, the first

hand information was available to her. Finally, in early May she spoke to the Alliance and received the information that only one-half the ads had been sold which Renna thought was good. Carroll reported promptly this to Devanney. There was enough time to stop the newsletter if money were the defining issue, which would have prevented any financial loss.

The County also charged that delays caused by Renna's negligence significantly delayed the project completion. I **FIND** that the facts do not show any delay caused by Renna's negligence. Renna had drawn up a very responsible production schedule but that production schedule was not met, mainly due to the fault of Carroll, the publisher, writer and editor. The project was approximately two weeks late and all of the material got to Renna approximately two weeks late. Moreover, the goal of the project had been to get the newsletter to the residents before school was out, which indeed occurred. I **FIND** that Renna did not cause the significant delay in the project.

The County also charged that a pattern and practice of not following the appropriate chain of command by Renna was damaging to the project. The only evidence to this was an email sent to Devanney on May 6 informing him of the new production schedule talking about how production was late and they had to renew production schedule. This one email does not establish a pattern and practice. More importantly, there is no evidence that this minor slip caused any harm to the project. It is interesting that the County charges Renna with not informing his supervisors of the delay and then when Renna does, the County charges he did not follow the appropriate chain of command. I **FIND** that the County did not prove either a pattern or practice by Renna of not following the chain of command or any harm to the project therefrom.

Plainly, there was a lot of miscommunication and misunderstanding in this project. However, the facts, mostly supported by documentation, do not show that the delay was cause of Renna's negligence. The facts show that Renna made a proposal to the County for a very ambitious project. The County put an inexperienced person in charge of the project. When she failed to provide the requisite material according to schedule, inexplicably Renna was blamed for the delay.

Based on the foregoing facts I **CONCLUDE** that the County has not met its burden of proven that the charges of incompetency, inefficiency and failure to perform duties. Therefore, I **CONCLUDE** that the charges must be dismissed.