

# **Niskayuna Central School District**

## **Summary Report on Submissions**

**John W. Rickert**

**Prepared by John Yagielski**

**May 2015**

## Special Board Meeting of November 13, 2014

The purpose of this special meeting was to deal with a situation created by a recent Internet article. The article created two issues.

1. College acceptance rates for our students at 30 popular colleges.
2. Our high school principal is a well-known sports agent and many viewed this as a conflict.

While the first issue could have been covered publicly in a number of ways, the second issue is typically considered a “personnel” item to be addressed in an “executive” session, where the public is excluded.

Since this second issue has been around for many years in the district, it was clear to me that for some, it has not been satisfactorily addressed.

When issues of importance to our school community arise, such as this one, we need to take the time to review them in a very open and transparent manner. We also need to take an orderly and rational approach to dealing with an issue that can become emotional.

The best way to view this special meeting is that we were conducting an executive session to review information on the second item. However, rather than exclude the public, the public was allowed to observe the session. As such, it was appropriate that the public would not participate in the session.

After addressing the issue of college acceptance rates, the second issue related to our high school principal was addressed.

To begin, Hank Sobota, the district’s legal counsel was asked to discuss the key legal considerations related to this situation by addressing the following questions.

- Does this violate any law, district policy or code of ethics?
- Can the district require him to stop doing this?
- Could the district take steps to limit this type of arrangement in the future with all employees? Selected employees? If so, how?

Secondly, we turned to the question - How does John Rickert do it? That is, fulfill all of the requirements of a high school principal position without interference from the responsibilities and activities of a sports agent? John Rickert willingly agreed to address this question in public and to respond to specific follow-up questions posed by the members of the board of education.

At the close of this session, I made the following statement.

“If anyone has questions that you feel were not answered or addressed, or has statements that you wish to make, or, more importantly has any specific information that you believe we need to know, please send it to me marked confidential.”

“I want everyone to feel comfortable and not fear any recrimination. However, please include your name and contact information so that I can contact you if I need a clarification or have questions. Once this is done, I will redact your name.”

“Finally, I will prepare a summary report of submissions to share with the school board at a public board of education meeting no later than January.”

## Key Legal Points

During the November 13, 2014 Special Board Meeting, school attorney, Hank Sobota made the following key legal points relevant to the John Rickert situation.

1. State law **does not bar** a school district employee from having outside employment.
2. The district's Code of Ethics (Board Policy No. 2160), **does not prohibit** the private employment or outside business interests of school district employees.
  - a. However, this policy does include the following statement. *"Private employment: An officer or employee shall not engage in, solicit, negotiate for or promise to accept private interests when that employment or service creates a conflict with or impairs the proper discharge of official duties."*
  - b. The burden of proof of such a conflict falls to the district. In the case of a tenured employee, the District would have to serve the employee with written charges and then prove these charges before an independent, state-appointed arbitrator who would make a decision as to guilt or innocence and the appropriate penalty.
  - c. In this type of case, the district would have to prove that the employee's outside employment created some sort of conflict with, or interfered with the proper discharge of his/her official duties. Potentially, this could mean proving that the employee was working at his/her outside employment during the school day, at times when he/she should have been performing school district duties,  
  
**(Mr. Sobota stated that he was not aware of any time when Mr. Rickert's sports agent business activity had interfered with his duties as high school principal.)**
3. The New York State Public Employment Relations Board ("PERB") has ruled that public employers' regulations on outside employment are mandatory subjects for bargaining. This means that, in order for the District to strengthen Policy 2160's rules on outside employment the District would first have to negotiate for union approval of the change.
  - a. The current collective bargaining agreement with the Niskayuna Administrators Association (NAA) has a three year term – July 1, 2014 through June 30, 2017
  - b. It does not contain any language pertaining to outside employment
  - c. Absent a union's agreement, PERB could order the District to rescind any change made unilaterally, and undo any disciplinary actions.

## Confidential Submissions

By mid-December, I received a dozen written communications related to the November 13<sup>th</sup> board session. Most offered opinions and commented on the unique nature of the session, including that we should have held the meeting at the high school to accommodate the large number of attendees. **However, only four individuals sent me written submissions marked confidential.** These covered the following:

1. Offered personal reactions to the November 13<sup>th</sup> session and provided suggestions drawn from professional experiences in the private sector for dealing with both actual and apparent conflicts of interest.
2. Suggested that the district follow the example of other organizations to require employees to state any conflicts of interest
3. Described an automobile accident that happen on August 19, 2009 and included a copy of the police report. An employee of a local business picked up John Rickert's automobile at his home to take it for servicing. While driving to the garage, he apparently drove through a red light and struck another car. While the writer of the letter was positive that it was John Rickert's automobile, he did not know who the driver was, but assumed that the driver was an employee of Mr. Rickert's sports agent business. This assumption is not correct.
4. A personal and confidential letter summarizing concerns about the acts of John Rickert over the past decade related to his sports agency, together with a carefully prepared set of 19 folders containing news articles and tweets related to events and activities on specific dates and times.

Clearly, this final confidential communication required considerable and careful review by both me, and the district's legal counsel. And frankly, it took considerably more time than I had anticipated when I made the statement to have a summary prepared by no later than January.

## Findings

- A.** JR Sports Enterprises, LLC is an agency representing over 100 professional athletes, entertainers, personalities and performers. The agency employs 17 staff members, partners, and consultants located in nine different states across the country. JR Sports Enterprises also teams with Authentic Athletic, LLC, another agency that was formed by John Rickert and Peter Schaffer. Peter Schaffer serves as the full-time managing partner dealing with the daily operations.
- B.** Many individuals hold the view that it is not possible to fully meet the responsibilities of both a high school principal and a national sports agent. This view is supported by the contents of

“The Official Site of Agent JR Rickert.” Like most business sites, it is written in marketing terms to convince professional athletes and others that they will get the best possible service if they engage JR Rickert as their agent. To many, this website alone is clear “evidence” to support their view.

- C. Our review of the materials included in the confidential submissions, coupled with a careful review of District’s attendance and other records **did not yield clear evidence** of any specific incidents whereby he was conducting sports agency business in clear interference with his responsibilities as the high school principal.

Much of the materials included in these folders were drawn from Internet sources including, social and regular media and news reports which were written in ways that leave an impression that John Rickert was more personally involved in certain events and activities than he really was.

Attachment A was prepared to demonstrate this point. That is, to show how media/press reports related to a new contract for a professional athlete can lead readers to conclude that John Rickert was not in school for the full school day on March 5, 2010, when in fact district records provide evidence that he was in school that day.

- D. Over the past few years, school officials and John Rickert have worked together to address items of concern and John willingly agreed to make the following changes:
- Elimination of his radio show – June 2013
  - Discontinue releasing press releases, social media posts, and statements during the school day – June 2013 (per email from his digital and media Specialist, Scott Giovanini, of the Creative Partners public relations agency in Santa Monica, CA)
  - Carry only a district issued cell phone during the school day and refrain from making/taking non-school purpose calls during the school day – June 2013
  - Allow the district the opportunity to question his attorney related to the business – July 2013
  - Reduction in participation in news articles and television appearances – September 2013
  - Agreed to allow written notation regarding public concern in his evaluation, deemed irrelevant to his performance as principal, without challenge, response or action against the district for doing so – May 2014
  - Complete and cooperative participation in a public executive session, including statements from partners and other employees regarding their role in the business – November 2014
  - Complete disclosure of participation in non-district activities, during non-school hours for February and March of 2010; February and March of 2013 – January 2015

But all of this is not enough. There still are many skeptics. Our principals are important leaders in our school district. We want our students and parents to feel confident that every principal is clearly focused on what is best for our students and our schools. What can we as a district do to avoid even the appearance of a conflict of interest for our school principals?

## **Strengthening Our Code of Ethics**

Over the past two months, we have been talking with the leaders of the Niskayuna Administrators Association, their attorney and ours, about adding language to our collective bargaining agreement that would strengthen and further clarify the practical interpretations of the existing Code of Ethics (Board Policy No. 2160).

To date, an outline has been developed covering the need to disclose the nature of outside additional earning activities directly to the Superintendent, prohibitions related to activities during the time school is in session, and the use of district resources. While these discussions have been positive and productive, more needs to be done to craft contract language that would provide the appropriate level of clarity agreeable to both parties.

Even though this work is not yet finished, John Rickert on his own has voluntarily chosen to comply with the disclosure requirements proposed by the Joint Commission on Public Ethics for all the members of the New York State Senate and Assembly on both outside business relationships and income earnings. His filing to the Office of the Superintendent was received on May 17, 2015.

## Events of March 5, 2010

### **Information Drawn from Internet/Media/Press Reports**

On March 5, 2010, a Friday, Mr. Rickert is reported by Josina Anderson of FOX 31 of Denver to have landed in Cleveland a “couple of hours in advance” of a news conference schedule to begin at 4:45 ET to announce Josh Cribbs’ newly restructured multi-million dollar deal with the Cleveland Browns. Mr. Rickert reportedly spoke to Ms. Anderson that afternoon and is quoted in the article.

A report from Mary Kay Cabot was posted on cleveland.com entitled “Cleveland Browns’ Josh Cribbs signed new three-year deal worth up to \$20 million.” It says that less than an hour after signing his restructured three year deal, Cribbs rushed out of a hastily-called news conference at the Brown’s facility to make the announcement himself at the Cleveland Auto Show.

A report from the Auto Show itself says that the conference took place at 5:00 pm ET and that Mr. Rickert was there and introduced Josh Cribbs to the audience of 2,500 fans.

It appears that Peter Schaffer, Mr. Rickert’s partner, did not attend the signing and the press conference at the Auto Show. Perhaps this shows the extent of involvement that Mr. Rickert had with this particular client.

Per FlightStats.com, the latest direct flight from Albany to Cleveland that could put Mr. Rickert in Cleveland a “couple hours in advance” would have left Albany at 10:12 am ET and landed in Cleveland at 11:45 am ET.

Mr. Rickert is on the job as principal on March 5, 2010, per his attendance sheet.

### **Information Drawn from District Records and an Interview with Mr. Rickert**

On Friday, February 26 at 9:00 pm CT, the framework for a new three-year contract for Josh Cribbs was developed at a meeting between Tom Heckert, General Manager of the Cleveland Browns, Peter Schaffer and John Rickert. The final clauses and wording was to be structured by Peter Schaffer and Matt Thomas (attorney for the Browns).

On Thursday evening, March 4, 2010, Peter Schaffer informed Mr. Rickert that a deal with the Browns had been reached on the final wording of a new contract.

On Friday, March 5, 2010, Mr. Rickert was at school. During the afternoon he conducted a teacher observation and attended a 2:00 pm meeting in the library, then left for the airport.

He took a charter flight and arrived in Cleveland about 5:15 pm and went directly to the Cleveland Browns facility. There he reviewed the final wording of the contract and signed it with Mr. Cribbs. They left the Browns facility and arrived at the I-X Center where he presented Mr. Cribbs with his contract and spoke briefly to the crowd. This was televised live on local television in the Cleveland area.

He took a morning flight back to Albany on Saturday, March 6<sup>th</sup>.