***Before the School Ethics Commission***
***Docket No.: C25-26***
***Decision on Probable Cause***

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**Joseph Adams,**
***Complainant***

**v.**

**Pinchas Shapiro,**
**Hillside Board of Education, Union County,**
***Respondent***

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## I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on February 20, 2026, by Joseph Adams (Complainant), alleging that Pinchas Shapiro (Respondent), a member of the Hillside Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A.* 18A:12-21 *et seq*. More specifically, the Complaint avers that Respondent violated *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), as well as *N.J.S.A.* 18A:12-24.1(a) and *N.J.S.A.* 18A:12-24.1(e) of the Code of Ethics for School Board Members (Code). On April 13, 2026, Respondent filed a Written Statement, which included an allegation that the Complaint is frivolous. On June 17, 2026, Complainant filed a response to the allegation of frivolous filing.

The parties were notified by correspondence dated July 21, 2026, that the above-captioned matter would be discussed by the Commission at its meeting on July 28, 2026, to determine whether probable cause exists and whether the Complaint is frivolous. Following its discussion on July 28, 2026, the Commission adopted a decision at its meeting on August 25, 2026, finding that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint. The Commission also adopted a decision finding the Complaint not frivolous, and denying Respondent's request for sanctions.

## II. Summary of the Pleadings

### A. *The Complaint*

In Count 1, Complainant notes that Respondent is the "Chairman of the Board's Finance Committee." According to Complainant on "or about November–December 2025, Respondent allegedly lobbied for and advocated on behalf of a specific insurance vendor seeking to obtain business from the [Board]," and as such, "Respondent used his position as Board member and Finance Committee Chair to advance that vendor's interests in connection with district business." Complainant asserts Respondent also "provided restricted or non-public information to the vendor that was not available to other potential bidders, thereby affording the vendor an undue competitive advantage." Complainant further asserts Respondent violated *N.J.S.A.* 18A:12-24(b), because by "advocating for and assisting a vendor while serving in his official capacity, Respondent allegedly used his position to secure an unwarranted advantage for that vendor." Complainant also asserts that Respondent violated *N.J.S.A.* 18A:12-24(c), because "[i]f Respondent stood to gain financially, directly or indirectly, through the vendor's success, his participation would constitute a prohibited conflict of interest."

In Count 2, Complainant maintains Respondent "allegedly directed or pressured a Board employee to take action toward contracting with the vendor outside the proper procurement process." Per Complainant, this action was reportedly undertaken without approval of the Superintendent or full Board and was later rescinded. Complainant further maintains Respondent "allegedly invoked his title as Finance Chair to influence or coerce the employee's actions in furtherance of the vendor's interests." Complainant contends Respondent violated *N.J.S.A.* l8A:12-24.1(a) because "[c]ircumventing procurement requirements and established district procedures undermines compliance with public contracting law and fiduciary obligations" and violated *N.J.S.A.* l8A:12-24.1(e) by "allegedly directing unauthorized procurement actions outside established procedures, Respondent compromised Board governance and administrative authority."

In Count 3, Complainant contends Respondent "attempted to have the vendor engaged without issuance of a Request for Proposals (RFP) or Request for Qualifications (RFQ), thereby attempting to circumvent applicable public contracting requirements." Complainant further contends Respondent "may have sought personal or familial financial gain through his advocacy on behalf of the vendor." Complainant asserts Respondent violated *N.J.S.A.* l8A:12-24(a), because his "[a]dvocacy for a vendor in which Respondent may have a financial interest presents a direct statutory concern" and violated *N.J.S.A.* l8A:12-24(b), by "[u]sing the authority of office to advance private business interests constitutes use of official position to secure an unwarranted advantage."

### B. *Written Statement*

In his Written Statement, which includes an allegation of frivolous filing, Respondent argues the Complaint offers general and vague allegations, does not include specifics regarding either dates, times or specific actions that Respondent engaged in and fails to even identify any of the third parties who were purportedly either involved or potentially impacted by Respondent's "ethical breaches." Respondent notes he does not hold "ownership interest in any entity involved in the provision of insurance or insurance brokerage services to the [District]." Respondent further notes his family members are not involved in the provision of insurance or insurance brokerage services to the District and he does not have a "personal interest, one way or another, with respect to the Board's selection of insurers or insurance brokers." Respondent further notes neither he, nor his family "stands to gain any material or other benefit from the Board's award of any insurance contract (other than those benefits that would inure to all of Hillside's citizens from an efficient and ethical operation of the District)."

By way of background, Respondent provides that he has "been on record with the Board and the District's leadership regarding [his] concerns with respect to the continuing award of extremely lucrative contracts to insurance broker RD Parisi and Associates" (RD). According to Respondent, upon information and belief, RD "was selected by the Board several years ago at the urging of Hillside's Democratic Committee Chairman, Anthony Salters." Respondent states it has "been publicly reported that Mr. Salters has exercised influence over the Board's decisions, including the hiring and firing of employees." Moreover, Respondent provides that the Board and Mr. Salters "were sued by the District's former superintendent, Dr. Antoine Gayles[,] and Dr. Gayles' verified complaint attests to Mr. Salters providing him various directions and instructions with respect to the operations of the district." Respondent further states "Mr. Salters has made statements either directly to [Respondent] or to other Board members in [his] presence related to the appointment of a chief school administrator, and has explicitly stated that he [(Mr. Salters)] must approve the Board's hiring of a new superintendent and have direct access to the new superintendent." Turning to Respondent's specific concerns with respect to the appointment of RD, Respondent believes that Mr. Salters "had directed the Board to retain [RD] as its broker of record, to the exclusion of better candidates." Respondent notes based upon the information contained within, the New Jersey Comptroller "is conducting an investigation concerning the employment of Mr. Salters by the Board, and [Respondent] was subpoenaed to provide testimony in connection with that investigation." Respondent provides that Mr. Salters told him that "he was aware of the fact that [Respondent] had provided testimony to the Comptroller, and that he would retaliate for it."

Respondent maintains that the background information was to "provide some context to [his] efforts to have the Board award its health insurance broker contract to a vendor who will best serve the District, and not a vendor urged upon the Board by powerful outside influence." Respondent further maintains, as a result of Mr. Salters' "past conduct in directing the Board's operations and the facts of those contributions and expenditures noted above, [he has] a reasonable concern related to the Board's continued appointment of RD Parisi to this extremely lucrative contract." Respondent believes this Complaint "is an effort to silence [him] or to stop [him] from acting in the best interests of the District, when those actions do not align with what Mr. Salters may see as his own best interests." Respondent notes "after the filing of this complaint, Mr. Hamlin [(Board counsel)] requested that [he] recuse [] from discussions related to the selection of the broker of record." Respondent notes this Complaint is "an effort to stifle [his] efforts to shed public light upon the Board's actions, and [his] actions to further the interest of the people of Hillside, as opposed to the interests of a certain privileged few."

Regarding Count 1, Respondent denies "advocating or 'lobbying' for a specific insurance broker in furtherance of [his] own personal interests, or in an effort to gain some unwarranted advantage or personal benefit." However, he admits to "advocating for the replacement of [RD] by insurance broker Brown and Brown, who was the District's broker of record prior to [RD]." Respondent further denies providing "restricted or non-public information to the vendor that was not available to other potential bidders." Respondent also denies that he stands to gain anything from the success of any vendor to the District. Respondent argues that "nothing regarding the selection of the District's insurance broker would benefit either [him] or [his] family."

As to Count 2, Respondent denies that he "pressured" anyone or that he "direct[ed]" anyone to do anything. Respondent notes his November 18, 2025, email speaks for itself. Further, Respondent maintains that the BA also conducted an "independent inquiry into Brown and Brown" and ultimately concluded the firm could be considered for the broker of record position. Respondent denies that he took any "private action"; denies that the action he took compromised the Board and denies that he "circumvented any procurement process."

Regarding Count 3, Respondent denies that he attempted to have the vendor engaged without an RFP/RFQ. Respondent argues as noted in the November 18 email, he offered another broker (Brown and Brown) to be considered for appointment on the merits of its response to the RFQ submitted the previous year. Respondent further denies that he "sought personal or familial financial gain through his advocacy on behalf of a vendor." Respondent also denies that he has a financial interest related to Brown and Brown or any other vendor doing business with the District and denies that he used the "authority of his office" to advance private business interests or the business interests of his family or any third party that he or his family have an interest in.

Finally, Respondent alleges the Complaint is frivolous because "it is evident from those facts set forth above that this complaint has been filed in an effort to stifle [his] efforts to shed public light upon the Board's actions, and [his] actions to further the interests of the people of Hillside, as opposed to the interests of a certain privileged few."

### C. *Response to the Allegation of Frivolous Filing*

In his response to the allegation of frivolous filing, Complainant argues the request for sanctions should be denied because "Respondent's motion does not establish that the Ethics Complaint was commenced, used, or continued in bad faith, solely for the purpose of harassment, delay, or malicious injury"; it does not "establish that Complainant knew or should have known that the Complaint lacked any reasonable basis in law or fact"; the "sanctions request improperly asks the Commission to convert Respondent's denials and competing narrative into a finding that the Complaint was frivolous"; "Respondent's own written statement and exhibits confirm that Complainant had a reasonable basis to bring this matter before the Commission"; Respondent admits to several key aspects of the Complaint; Respondent "attaches emails showing that he urged District officials and/or Finance Committee members to remove agenda items concerning RD Parisi and replace them with the appointment of a new broker" and "Respondent also expressly identified Brown & Brown as the broker he believed should replace RD Parisi." Complainant argues "[t]his sequence — advocacy, official authorization, and rescission — substantially defeats any contention that the Ethics Complaint was frivolous."

## III. Analysis

This matter is before the Commission for a determination of probable cause pursuant to *N.J.A.C.* 6A:28-9.7. A finding of probable cause is not an adjudication on the merits but, rather, an initial review whereupon the Commission makes a preliminary determination as to whether the matter should proceed to an adjudication on the merits, or whether further review is not warranted. Pursuant to *N.J.A.C.* 6A:28-9.7(a), probable cause "shall be found when the facts and circumstances presented in the complaint and written statement would lead a reasonable person to believe that the Act has been violated."

***Jurisdiction of the Commission***

In reviewing the allegations in this matter, the Commission notes that its authority is limited to enforcing the Act, *N.J.S.A.* 18A:12-21 *et seq.*, a set of minimum ethical standards by which all school officials must abide. In this regard, the Commission has jurisdiction only over matters arising under the Act, and it may not receive, hear, or consider any matter that does not arise under the Act, *N.J.A.C.* 6A:28-1.4(a).

With the jurisdiction of the Commission in mind, to the extent that Complainant seeks a determination from the Commission that Respondent may have violated the Public School Contracts Law (PSCL), *N.J.S.A*. 18A:18A-1 et seq., and/or any Board policies about RFPs or the selection of vendors, the Commission advises that such determinations fall beyond the scope, authority, and jurisdiction of the Commission. Although Complainant may be able to pursue a cause of action(s) in the appropriate tribunal, the Commission is not the appropriate entity to adjudicate those claims. Accordingly, those claims are dismissed.

***Alleged Violations of the Act***

Complainant submits that, based on the conduct more fully detailed above, Respondent violated *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b), and *N.J.S.A.* 18A:12-24(c), and these provisions of the Act state:

> a. No school official or member of his immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest;
>
> b. No school official shall use or attempt to use his official position to secure unwarranted privileges, advantages or employment for himself, members of his immediate family or others;
>
> c. No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has 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;

To credit a violation of *N.J.S.A.* 18A:12-24(a), Complainant must provide sufficient factual evidence that Respondent, or a member of his immediate family, has an interest in a business organization, or engaged in any business, transaction, or professional activity which was in substantial conflict with the proper discharge of his duties in the public interest.

In order to credit a violation of *N.J.S.A.* 18A:12-24(b), Complainant must provide sufficient factual evidence that Respondent used or attempted to use his official position to secure an unwarranted privilege, advantage or employment for himself, members of his immediate family, or "others."

To credit a violation of *N.J.S.A.* 18A:12-24(c), Complainant must provide sufficient factual evidence that Respondent acted in his official capacity in a matter where he, or a member of his immediate family, had a direct or indirect financial involvement that might reasonably be expected to impair his objectivity, or in a matter where he had a personal involvement that created some benefit to him, or to a member of his immediate family.

Complainant further submits that Respondent violated *N.J.S.A.* 18A:12-24.1(a) and *N.J.S.A.* 18A:12-24.1(e), and these provisions of the Code provide:

> a. I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.
>
> e. I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.

Pursuant to *N.J.A.C.* 6A:28-6.4(a), a violation(s) of *N.J.S.A.* 18A:12-24.1(a) and *N.J.S.A.* 18A:12-24.1(e) need to be supported by certain factual evidence, more specifically:

> 1. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(a) shall include a copy of a final decision from any court of law or administrative agency of this State demonstrating that Respondent failed to enforce all laws, rules and regulations of the State Board of Education, and/or court orders pertaining to schools or that Respondent brought about changes through illegal or unethical procedures.
>
> 5. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(e) shall include evidence that Respondent made personal promises or took action beyond the scope of his duties such that, by its nature, had the potential to compromise the board.

Based on its review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), *N.J.S.A.* 18A:12-24.1(a) and *N.J.S.A.* 18A:12-24.1(e) were violated. At the outset, the Commission notes that the Complaint is devoid of any facts that speak to how Respondent has advocated for a specific insurance vendor or how he has a conflict with the vendor. With regard to *N.J.S.A.* 18A:12-24(a), Complainant has not provided any evidence that Respondent, or a member of his immediate family, has an interest in any business organization, or engaged in any business, transaction, or professional activity which was in substantial conflict with the proper discharge of his duties in the public interest. Regarding a violation of *N.J.S.A.* 18A:12-24(b), Complainant has not provided a scintilla of evidence that Respondent used or attempted to use his official position to secure an unwarranted privilege, advantage or employment for himself, members of his immediate family, or "others" when he supported a different insurance broker as part of the RFP/RFQ process. With regard to *N.J.S.A*. 18A:12-24(c), Complainant has not demonstrated how Respondent, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement with Brown and Brown that might reasonably be expected to impair his objectivity or independence of judgment. Despite being required by *N.J.A.C.* 6A:28-6.4(a)(1), the Commission finds that Complainant has not provided a copy of a final decision from any court of law or other administrative agency demonstrating or specifically finding that Respondent violated a specific law, rule, or regulation of the State Board of Education and/or court orders pertaining to schools, or that he brought about changes through illegal or unethical procedures. Without the required final decision(s), a violation of *N.J.S.A.* 18A:12-24.1(a) is not supported. With regard to a potential violation of *N.J.S.A.* 18A:12-24.1(e), Complainant speculates that Respondent directed "unauthorized procurement actions outside established procedures"; however, Complainant does not provide any evidence to this allegation and did not provide any evidence that Respondent made personal promises or took action beyond the scope of his duties such that, by its nature, had the potential to compromise the board.

Consequently, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violations of *N.J.S.A.* 18A:12-24(a), *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24(c), *N.J.S.A.* 18A:12-24.1(a) and *N.J.S.A.* 18A:12-24.1(e).

## IV. Request for Sanctions

At its meeting on July 28, 2026, the Commission considered Respondent's request that the Commission find the Complaint frivolous, and impose sanctions pursuant to *N.J.S.A.* 18A:12-29(e). Despite Respondent's argument, the Commission cannot find evidence that might show that Complainant filed the Complaint in bad faith or solely for the purpose of harassment, delay, or malicious injury. The Commission also does not have information to suggest that Complainant knew or should have known that the Complaint was without any reasonable basis in law or equity, or that it could not be supported by a good faith argument for an extension, modification or reversal of existing law. *N.J.A.C.* 6A:28-1.2. Therefore, at its meeting on August 25, 2026, the Commission adopted a decision finding the Complaint not frivolous, and denying the request for sanctions.

## V. Decision

In accordance with *N.J.S.A.* 18A:12-29(b), and for the reasons detailed herein, the Commission hereby notifies Complainant and Respondent that there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint and, consequently, dismisses the above-captioned matter. *N.J.A.C.* 6A:28-9.7(b). The Commission further advises the parties that, following its review, it voted to find that the Complaint is not frivolous, and to deny Respondent's request for sanctions.

The within decision is a final decision of an administrative agency and, therefore, it is appealable only to the Superior Court-Appellate Division. *See*, *New Jersey Court Rule* 2:2-3(a). Under *New Jersey Court Rule* 2:4-1(b), a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.

________________________________________
Dennis M. Roberts, Chairperson

Mailing Date: August 25, 2026

***Resolution Adopting Decision***
***in Connection with C25-26***

***Whereas***, at its meeting on July 28, 2026, the School Ethics Commission (Commission) considered the Complaint, the Written Statement and the allegation of frivolous filing, and the response to the allegation of frivolous filing submitted in connection with the above-referenced matter; and

***Whereas***, at its meeting on July 28, 2026, the Commission discussed finding that the facts and circumstances presented in the Complaint and the Written Statement would not lead a reasonable person to believe that the Act was violated, and therefore, dismissing the above-captioned matter; and

***Whereas***, at its meeting on July 28, 2026, the Commission discussed finding the Complaint not frivolous, and denying the request for sanctions; and

***Whereas***, at its meeting on August 25, 2026, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on July 28, 2026; and

***Now Therefore Be It Resolved***, that the Commission hereby adopts the decision and directs its staff to notify all parties to this action of its decision herein.

____________________________________
Dennis M. Roberts, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on August 25, 2026.

____________________________________
Brigid C. Martens, Director
School Ethics Commission