

Before the School Ethics Commission
Docket Nos.: C23-25, C43-25 and C44-25
(Consolidated)
Decision on Probable Cause

Jude Brown, Complainant	
v.	SEC Docket No.: C23-25
Robert Campbell, Eastern Camden County Regional Board of Education, Camden County, Respondent	
Robert Paul, Complainant	
v.	SEC Docket No.: C43-25
Robert Campbell and Dennis Deichert, Eastern Camden County Regional Board of Education, Camden County, Respondents	
Jude Brown, Complainant	
v.	SEC Docket No.: C44-25
Elena Chow, Eastern Camden County Regional Board of Education, Camden County, Respondent	

I. Procedural History

The above-captioned consolidated matter arises from three separate but related Complaints filed with the School Ethics Commission (Commission) against Robert Campbell (Respondent Campbell), Dennis Deichert (Respondent Deichert) and Elena Chow (Respondent Chow), members of the Eastern Camden County Regional Board of Education (Board), alleging that Respondent(s) violated the School Ethics Act (Act), *N.J.S.A. 18A:12-21 et seq.*

In the matter docketed as C23-25, filed on March 4, 2025, Jude Brown (Complainant Brown) alleges that Respondent Campbell violated *N.J.S.A.* 18A:12-24.1(a), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(f) of the Code of Ethics for School Board Members (Code). Respondent Campbell filed a Written Statement on March 27, 2025.

In the matter docketed as C43-25, filed on May 7, 2025,¹ Robert Paul (Complainant Paul) alleges that Respondents Campbell and Deichert violated *N.J.S.A.* 18A:12-24(b), as well as *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(i) of the Code. Respondents Campbell and Deichert filed a Written Statement on May 28, 2025.

In the matter docketed as C44-25, filed on April 29, 2025, Complainant Brown alleges that Respondent Chow violated *N.J.S.A.* 18A:12-24.1(a), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d) and *N.J.S.A.* 18A:12-24.1(f) of the Code. Respondent Chow filed a Written Statement on May 28, 2025.

By correspondence dated October 21, 2025, the parties were advised that, pursuant to its authority set forth in *N.J.A.C.* 6A:28-6.6, the Commission determined to consolidate the matters docketed as C23-25, C43-25 and C44-25. Because the same general conduct/action forms the basis for the alleged violations of the Act, the Commission determined that, in the interest of efficiency, it can resolve the three Complaints in one consolidated matter.

The parties were notified by correspondence dated October 21, 2025, that the above-captioned matter would be discussed by the Commission at its meeting on October 28, 2025, in order to make a determination regarding probable cause. Following its discussion on October 28, 2025, the Commission adopted a decision at its meeting on November 25, 2025, finding that there are insufficient facts and circumstances pled in the Complaints and in the Written Statements to lead a reasonable person to believe that the Act was violated as alleged in the Complaints.

II. Summary of the Pleadings

The following information, offered by way of background, is relevant to each Complaint in this consolidated matter. Complainant Brown provides that the law firm of Sahli and Padovani acted as Board counsel for more than 30 years when they were replaced by Comegno Law Group on January 1, 2024. Thereafter, on March 19, 2025, Sahli and Padovani replaced Comegno Law Group as Board counsel.

¹ On April 29, 2025, Complainant Paul filed a deficient Complaint; however, on May 7, 2025, Complainant Paul cured all defects and filed an Amended Complaint that was deemed compliant with the requirements detailed in *N.J.A.C.* 6A:28-6.3.

C23-25

The Complaint

According to Complainant Brown, on November 25, 2024, Respondent Campbell and Board member Deichert (a Respondent in C43-25) held an “unscheduled, impromptu meeting with the Business Administrator [(BA)]” without the knowledge of the Superintendent, the Board President (Complainant Brown), or any other Board members. Complainant Brown asserts that at the meeting, Respondent Campbell requested that a previous legal services request for proposal (RFP) from Sahli and Padovani be presented to the Board for review at its meeting on December 17, 2024.

Complainant Brown maintains in addition to being “unethical,” Respondent Campbell “must have logically had communication with the law firm [] to receive such a proposal.” Complainant asserts Respondent violated *N.J.S.A. 18A:12-24.1(a)*, by proposing changes solely on his own and conducting Board business with an unauthorized party (Sahli and Padovani) while bypassing the policies of the Board that require the Board to be aware of any suggested action. Additionally, Complainant Brown asserts that Respondent Campbell violated *N.J.S.A. 18A:12-24.1(c)* because he made a proposal request that is normally the domain of the District, and he certainly did not review it with the Board President or anyone else. Further, Complainant Brown asserts Respondent Campbell violated *N.J.S.A. 18A:12-24.1(d)* because he chose to take an action to communicate with a third party to request that the third party’s proposal be made when that was the responsibility of the administration and he did not follow policy regarding the RFP process, totally subverting the process. Finally, Complainant Brown alleges Respondent Campbell violated *N.J.S.A. 18A:12-24.1(e)* by taking private action that may have compromised the Board by having communication with an unauthorized third party, and *N.J.S.A. 18A:12-24.1(f)* because he has a “friend” relationship with the third party and his actions were in support of and to benefit his friend.

Written Statement

Respondent Campbell maintains that in October 2023, “without prior notice to the Board,” the Superintendent stated in executive session, “that the solicitor/legal services would be put out for a [RFP] because their services were not meeting the expectations of [the Superintendent] and there was a need for legal expertise to handle Special Education from a law firm that had more resources.” Respondent Campbell further maintains, subsequently, the Superintendent and the BA, as well as an RFP “expert,” developed the RFP, which according to Respondent was “sanctioned” by Complainant Brown in his capacity as Board President. Per Respondent Campbell, the RFP was then published “without review” by the Board, and consequently, it was discovered that “Board Policy [] was violated, by [the Superintendent], [the BA] and [] Complainant [Brown], without fulfilling their duties to the [Board] and without informing [the Board] which may be in violation of the [Act] and [Board] policy and procedure.” Respondent Campbell asserts that it is the Board’s “function and responsibility to select” Board counsel, and the Superintendent and the BA “should have known that they should not be involved in the process . . . and that the President/Complainant [Brown], who apparently was totally aware, should have interceded in the flawed process.”

Respondent Campbell argues that Complainant Brown’s ethics complaint “is a planned vendetta and an act of revenge/retaliation as part of a campaign launched against [him] to disqualify [him] as a voting member of the [Board].” Respondent Campbell further argues Complainant Brown’s action “does not produce probable cause or a valid cause of action.” Respondent Campbell notes that Complainant Brown “falsely mislead the Board” in an effort to discredit Respondent Campbell’s reputation and to humiliate and intimidate him. Respondent Campbell denies the allegations in the Complaint, specifically, denying that he violated any of the named provisions of the Code.

C43-25

The Complaint

According to Complainant Paul, Respondent Campbell sent an email to the Board President on November 26, 2024, which contained a summary of a private meeting that he had with Respondent Deichert and the BA. In his email, Respondent Campbell indicated that a legal services proposal from Sahli and Padovani would be presented to the Board for review at its meeting on December 17. Complainant Paul maintains that on December 10, the Board President responded, indicating that the agenda addition required Board approval and was not automatically authorized; the proposal had not been properly solicited by the Board, and the submission of the proposal may not be appropriate under Board policy. Complainant Paul asserts that the Board President’s response indicates that Respondents Campbell and Deichert “acted outside of the proper procedures” and attempted to “unilaterally introduce a proposal for legal services, bypassing the established Board processes for agenda-setting and procurement.”

With the above in mind, and in Count 1, Complainant Paul contends Respondents Campbell and Deichert violated *N.J.S.A. 18A:12-24.1(c)* and *N.J.S.A. 18A:12-24.1(i)*, because the addition of the legal services proposal to the agenda was improperly handled, Respondents acted outside their role as policy makers by attempting to introduce a legal services proposal without going through the Board established processes, and in doing so, they may have undermined the administrative roles related to procurement and agenda management, and may have interfered with the duties of school personnel.

In Count 2, Complainant Paul maintains the introduction of a non-solicited legal services proposal outside the District’s procurement rules suggests an attempt to improperly direct District contracts and raises concerns about improper influence in violation of *N.J.S.A. 18A:12-24(b)*.

In Count 3, Complainant Paul asserts that the emails indicate that Respondents Campbell and Deichert may have acted without proper authorization in violation of *N.J.S.A. 18A:12-24.1(e)*, because by conducting a private meeting and planning to present a proposal without Board approval, Respondents Campbell and Deichert appear to have taken private action that undermined the collective authority of the Board, and acted independently by initiating or discussing a legal services proposal outside of the official Board process, which could constitute taking “private action” that may compromise the Board.

Written Statement

Respondents Campbell and Deichert initially argue that Complainant Paul has “distorted the facts of this matter and has fabricated the details to mislead the [Commission] through deception.” Respondents Campbell and Deichert state the proposal Complainant Paul references was presented to the Board on either November 25, 2024, or December 17, 2024, was submitted by Sahli and Padovani in November 2023 when the Board advertised for legal services to commence in January 2024, and a majority of the Board has never seen or reviewed the proposal and should be afforded the opportunity to revisit the proposal because the process that was originally used for selecting legal and solicitor services for the Board was “flawed.” Further, Respondents argue the duties of the Board were “usurped” by the Superintendent, the BA, and the former Board President (Brown). Respondents Campbell and Deichert note that Sahli and Padovani had provided exceptional legal and solicitor services to the Board for over 45 years. Respondents Campbell and Deichert further note they, along with the BA, determined that the “old” proposal be placed on the agenda so that the entire Board could review and consider in advance of the meeting, which was not done initially. Respondents Campbell and Deichert maintain that if their request did not follow protocol, the Board President or the Superintendent could have objected and stopped the process.

As to Count 2, Respondents Campbell and Deichert further deny that the request was made to promote favoritism or any other interest. Moreover, Respondents Campbell and Deichert reiterate that the law firm of Sahli and Padovani provided exceptional service and were less expensive than the Comegno Law Group.

Regarding Count 3, Respondents Campbell and Deichert further argue that six other law firms submitted proposals to the Board at the reorganization meeting, reviewed by the executive committee and Sahli and Padovani were awarded the contract.

C44-25

The Complaint

According to Complainant Brown, Respondent Chow has a personal relationship with Ron Sahli of Sahli and Padovani as evidenced by her participation in a “‘Friend’ chat group” with Sahli, Complainant Brown and several other Board members; attending a “Friendsgiving” dinner with Sahli, Complainant Brown and other Board members; meeting for meals with Sahli and other Board members; and going on vacation together.

With the above in mind, Complainant Brown asserts that at a Board meeting on March 19, 2025, Respondent Chow stated that she “purposely and knowingly made the decision not to get any feedback from either the” Superintendent nor the BA regarding the RFP for law firms, and the Board voted to appoint Sahli and Padovani as the Board’s counsel. Complainant Brown further asserts that Respondent Chow did not give a “reason for the action to approve Sahli [and] Padovani . . . even though it was requested by [B]oard members several times.” Additionally, Complainant Brown maintains that Respondent Chow “refused to provide any justification for

the selection of Sahli and Padovani and further altered the RFP that was utilized just over a year ago, without inputs from the [Superintendent] nor the BA.”

Complainant Brown alleges Respondent Chow violated *N.J.S.A. 18A:12-24.1(c)*, because she did not “help to frame policies only after the [B]oard has consulted those who will be affected by them” but rather she “changed the [RFP] (our plan) without consulting those affected by the RFP, namely the [Superintendent], or [the BA], and certainly not other [B]oard members.” Complainant Brown contends that Respondent Chow also violated *N.J.S.A. 18A:12-24.1(d)*, because she “purposely and knowingly” chose not to get the administrators’ input on the RFP process, the applicants, or any other feedback, and has “effectively acted like the [Superintendent].” Further, Complainant Brown notes that the “‘Award of the Contract’ . . . explicitly states that award of contract would include recommendations of the [Superintendent] and [the BA],” and Respondent Chow did not request the recommendations. Complainant Brown asserts that Respondent Chow further violated *N.J.S.A. 18A:12-24.1(f)*, because her actions, including her vote to appoint Sahli of Sahli and Padovani as Board counsel, were “in support of and to benefit a friend,” despite Complainant Brown’s concerns about the friendship between Sahli and Respondent Chow. Finally, Complainant Brown alleges that Respondent Chow violated *N.J.S.A. 18A:12-24.1(a)*, because she “refused to allow [Complainant Brown] to speak on 13 different times during the period of allowable debate and discussion, after motion was made and seconded.” Complainant Brown further asserts that Respondent Chow’s “encroachment of [his] freedom to speak on a topic that was before the [B]oard . . . equates to interference with a ‘legal and ethical procedure.’”

Written Statement

Respondent Chow notes that the RFP process was started “on or about October 2023,” because the Superintendent expressed a need for a law firm that had more resources than Sahli and Padovani because the district was in need of counsel for the “Special Education cases that were coming down the line.” Respondent Chow further notes that Sahli and Padovani “had serviced all cases” and “have always delivered exceptional results” for over 45 years. Despite this, Respondent Chow asserts Complainant Brown, along with the Superintendent and the BA, sanctioned the RFP process without bothering to check with the entire Board and the RFP was published, in violation of Board policy. Respondent Chow claims that she has it on good authority that selecting the solicitor “is the Board’s sole responsibility.”

As to the background information provided by Complainant Brown, Respondent asserts it is “hearsay and fabricates and states misleading information that does not accurately state facts in his presentation of ethics charges against [] Respondent [Chow] in an attempt to improperly foster his ethics charges against Respondent [Chow].”

Regarding a violation of *N.J.S.A. 18A:12-24.1(c)*, Respondent Chow argues Complainant Brown “falsely makes a claim that . . . Respondent [Chow] did not obtain a consensus of the majority of the [Board] which was not required knowing well that the process was in the hands exclusively by the Executive Committee.” Respondent Chow further argues, “[n]owhere does it state that having long standing friendships prohibits a Board [m]ember, such as [] Respondent

[Chow] from promoting a board action to policy making, planning, and appraisal that is in the best interest of the [Board].”

As to a violation of *N.J.S.A.* 18A:12-24.1(d), Respondent Chow maintains the original RFP “was specifically produced by vendors and not for professional contracts.” Therefore, Respondent Chow, along with the executive committee, “developed, administered, managed, oversaw and governed the process for arriving at a recommendation to the [Board] for contracting for legal and Solicitor Services.” Respondent Chow further maintains she was not required to communicate with Complainant Brown and Complainant Brown is now realizing that he, the Superintendent and the BA “overstepped their authority during the administration of the first RFP and did not fulfill their responsibilities and duties to the [Board].”

Regarding a violation of *N.J.S.A.* 18A:12-24.1(f), Respondent Chow maintains that she is one of nine individuals on the text thread, including Complainant Brown, and admits that everyone on the thread are “friends” and they “meet to share family stories and old times”; however, she denies a personal relationship with Sahli.

Finally, as to a violation of *N.J.S.A.* 18A:12-24.1(a), Respondent Chow denies the allegation and notes she had to “gain control over the meeting that was being disrupted by [] Complainant [Brown] who insisted in violating the Roberts Rules of Order where by [(sic)] [] Complainant [Brown] was mounting prohibited personal attacks on board members.”

Public Comments Offered at the Commission’s Meeting on October 28, 2025

At the Commission’s meeting on October 28, 2025, members of the public appeared and offered public comment regarding the above-captioned matter. More detailed information regarding the substance of those public comments can be found in the [minutes](#) from the Commission’s meeting on October 28, 2025.

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.” The Commission notes that, despite the offering of public comment at its meeting on October 28, 2025, the Commission’s review of this matter was limited solely to the parties’ written submissions.

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(s) seek a determination from the Commission that Respondent(s) may have violated Board policies and procedures with respect to the RFP process, the Commission advises that such determinations fall beyond the scope, authority, and jurisdiction of the Commission. Although Complainant(s) 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.

While outside the jurisdiction of the Commission, the Commission reminds the parties that boards of education must follow Public School Contracts Law, *N.J.S.A. 18A:18A-1 et seq.*

Alleged Violations of the Act

Complainant(s) submit that, based on the conduct more fully detailed above, Respondent(s) violated *N.J.S.A. 18A:12-24(b)*, and this provision of the Act states:

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;

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

Complainant(s) further submit that Respondent(s) violated *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(f)* and *N.J.S.A. 18A:12-24.1(i)*. 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.

c. I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.

d. I will carry out my responsibility, not to administer the schools, but, together with my fellow board members, to see that they are well run.

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.

f. I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.

i. I will support and protect school personnel in proper performance of their duties.

Pursuant to *N.J.A.C. 6A:28-6.4(a)*, a violation(s) of *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(f)* and/or *N.J.S.A. 18A:12-24.1(i)* 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(s) failed to enforce all laws, rules and regulations of the State Board of Education, and/or court orders pertaining to schools or that Respondent(s) brought about changes through illegal or unethical procedures.

3. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(c)* shall include evidence that Respondent(s) took board action to effectuate policies and plans without consulting those affected by such policies and plans, or took action that was unrelated to Respondent(s)' duty to (i) develop the general rules and principles that guide the management of the school district or charter school; (ii) formulate the programs and methods to effectuate the goals of the school district or charter school; or (iii) ascertain the value or liability of a policy.

4. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(d)* shall include, but not be limited to, evidence that Respondent(s) gave a direct order to school personnel or became directly involved in activities or functions that are the responsibility of school personnel or the day-to-day administration of the school district or charter school.

5. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(e)* shall include evidence that Respondent(s) made personal promises or took action beyond the scope of their duties such that, by its nature, had the potential to compromise the board.

6. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(f)* shall include evidence that Respondent(s) took action on behalf of, or at the request of, a special interest group or persons organized and voluntarily united in opinion and who adhere to a particular political party or cause; or evidence that Respondent(s) used the schools in order to acquire some benefit for themselves, a member of their immediate family or a friend.

9. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(i)* shall include evidence that Respondent(s) took deliberate action which resulted in undermining, opposing, compromising or harming school personnel in the proper performance of their duties.

C23-25

In C23-25, Complainant Brown contends that Respondent Campbell violated *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)* and *N.J.S.A. 18A:12-24.1(f)* when he bypassed the policy of the Board and scheduled a meeting with the BA, without informing the Superintendent or the Board, to request that the RFP from Sahli and Padovani be read at the next Board meeting. Respondent Campbell maintains that the Superintendent had improperly put out an RFP for legal services, and the Board is responsible for selecting Board counsel, and the Superintendent should not have been involved.

After 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:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)* and/or *N.J.S.A. 18A:12-24.1(f)* were violated. The Commission notes that the allegations in C23-25 appear to be a matter of Board policy and Board governance, over which the Commission does not have jurisdiction. Nevertheless, the Commission finds that Complainant Brown has not produced a copy of a final decision from any court of law or administrative agency of this State demonstrating Respondent Campbell failed to enforce all laws, rules and regulations of the State Board of Education or a court order pertaining to the school as required by *N.J.S.A. 18A:12-24.1(a)*. The Commission further finds that Complainant Brown has not demonstrated how Respondent Campbell took Board action without consulting those affected or unrelated to his duties as required by *N.J.S.A. 18A:12-24.1(c)*, when he requested that an RFP be read at a Board meeting; that those alleged actions are the responsibility of school personnel and not the Board as required by *N.J.S.A. 18A:12-24.1(d)*; that Respondent Campbell made any personal promises or took action outside the scope of his duties that had the potential to compromise the Board in violation of *N.J.S.A. 18A:12-24.1(e)*; or how his actions benefited a friend as required by *N.J.S.A. 18A:12-24.1(f)*.

Accordingly, and pursuant to *N.J.A.C. 6A:28-9.7(b)*, the Commission dismisses the alleged violation(s) of *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(d)*, *N.J.S.A. 18A:12-24.1(e)* and *N.J.S.A. 18A:12-24.1(f)* in C23-25.

C43-25

In C43-25, Complainant Paul asserts that Respondents Campbell and Deichert violated *N.J.S.A. 18A:12-24(b)*, as well as *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(e)* and *N.J.S.A. 18A:12-24.1(i)* when they acted outside of the established process, had a private meeting with the BA, and unilaterally introduced a legal services proposal from Sahli and Padovani to the Board agenda. Respondents Campbell and Deichert contend the proposal was a proposal from a year earlier but was not reviewed by the Board, and the Board should have the opportunity to

revisit the proposal because the process had been usurped by the Superintendent, the BA and the former Board President.

Following its assessment, 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(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(e) and/or *N.J.S.A.* 18A:12-24.1(i) were violated. The Commission notes that the allegations in C43-25 appear to be a matter of Board policy and Board governance, over which the Commission does not have jurisdiction. Nevertheless, the Commission finds that Complainant Paul has not established how, by acting outside of the “established Board process” and introducing a legal services proposal, Respondents Campbell and Deichert used their official positions to secure an unwarranted privilege, advantage or employment for themselves or others in violation of *N.J.S.A.* 18A:12-24(b). The Board as a whole voted to appoint Sahli and Padovani as counsel. Additionally, Complainant Paul has not demonstrated how Respondents Campbell and Deichert took Board action without consulting those affected or unrelated to their duties, as required by *N.J.S.A.* 18A:12-24.1(c), when they had a meeting with the BA and added a legal services proposal to a meeting agenda, where the entire Board would be involved, and would vote, on any determination. Further, it has not been shown pursuant to *N.J.S.A.* 18A:12-24.1(e), that Respondents Campbell and Deichert made a personal promise to Sahli and Padovani, or how a meeting with the BA was action outside the scope of their duties that could compromise the Board. Finally, it is unclear how Respondents Campbell and Deichert took deliberate action to undermine, harm, oppose or compromise school personnel in contravention of *N.J.S.A.* 18A:12-24.1(i), when the Board considers and votes to select Board counsel.

Therefore, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation(s) of *N.J.S.A.* 18A:12-24(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(e) and *N.J.S.A.* 18A:12-24.1(i) in C43-25.

C44-25

In C44-25, Complainant Brown contends that Respondent Chow violated *N.J.S.A.* 18A:12-24.1(a), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d) and *N.J.S.A.* 18A:12-24.1(f) when she did not get feedback from the Superintendent or the BA regarding the RFP for law firms, and voted for Sahli and Padovani to be Board counsel despite her personal friendship with Sahli. Respondent Chow counters it is the Board’s “sole responsibility” to select a solicitor and admits that she and Sahli are friends due to his long-standing career as the Board attorney, but denies a personal relationship with him.

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:12-24.1(a), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d) and/or *N.J.S.A.* 18A:12-24.1(f) were violated. Complainant Brown has not produced a copy of a final decision from any court of law or administrative agency of this State demonstrating Respondent Chow failed to enforce all laws, rules and regulations of the State Board of Education or a court order pertaining to the school as required by *N.J.S.A.* 18A:12-24.1(a). Additionally, it has not been established that Respondent Chow took Board “action” without consulting those affected

when she did not get feedback from the Superintendent regarding the RFP as required by *N.J.S.A.* 18A:12-24.1(c). Ultimately, the Board publicly voted on the legal services contract. It is unclear how Respondent Chow became directly involved in activities that are the responsibility of school personnel in contravention of *N.J.S.A.* 18A:12-24.1(d) as the Board considers and votes to select Board counsel. Finally, while it appears that Respondent Chow, as well as other Board members, including Complainant, and Sahli are friends, it has not been demonstrated that Respondent Chow “used the schools” to provide him with a benefit as required by *N.J.S.A.* 18A:12-24.1(f).

Consequently, and pursuant to *N.J.A.C.* 6A:28-9.7(b), the Commission dismisses the alleged violation(s) of *N.J.S.A.* 18A:12-24.1(a), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(d) and *N.J.S.A.* 18A:12-24.1(f) in C44-25.

IV. Decision

In accordance with *N.J.S.A.* 18A:12-29(b), and for the reasons detailed herein, the Commission hereby notifies Complainant(s) and Respondent(s) that there are insufficient facts and circumstances pled in the Complaints and in the Written Statements to lead a reasonable person to believe that the Act was violated as alleged in the Complaints and, consequently, dismisses the above-captioned consolidated matter. *N.J.A.C.* 6A:28-9.7(b).

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.

Robert W. Bender, Chairperson

Mailing Date: November 25, 2025

***Resolution Adopting Decision
in Connection with C23-25, C43-25 and C44-25
(Consolidated)***

Whereas, at its meeting on October 28, 2025, the School Ethics Commission (Commission) considered the Complaints and the Written Statements submitted in connection with the above-referenced consolidated matter; and

Whereas, at its meeting on October 28, 2025, the Commission discussed finding that the facts and circumstances presented in the Complaints and the Written Statements would not lead a reasonable person to believe that the Act was violated, and therefore, dismissing the above-captioned consolidated matter; and

Whereas, at its meeting on November 25, 2025, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on October 28, 2025; 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.

Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on November 25, 2025.

Brigid C. Martens, Director
School Ethics Commission