

**CONFIDENTIAL REPORT OF INVESTIGATION INTO CONDUCT OF
SUPERINTENDENT MCMAHON**

August 17, 2023

I. SCOPE OF ENGAGEMENT

On or about February 13, 2023, after the receipt by the Saugus School Committee's Attorney, Howard Greenspan, Esq., and subsequently as conveyed by Attorney Greenspan to its Chair, Vincent Serino, and Vice Chair, John Hatch, of what appeared to be initially credible complaints conveyed by an employee of the District concerning Superintendent Erin McMahon's conduct in the course of her employment, the Town of Saugus, through its Town Manager and its Town Counsel, John Vasapolli, retained our firm, Arrowood LLP, to conduct a factual investigation as to the allegations and provide legal advice as to applicable current law. Arrowood LLP was retained by the Town Manager at the request of the Saugus School Committee and its counsel because, under the Charter of the Town of Saugus, only the Town Manager has the authority to approve such expenditures. *See Saugus Town Charter, at Art. 2, Sec. 13(i)-(k)* ("town manager shall...award all contracts for all departments of the town...town manager shall have authority to prosecute, defend and compromise all litigation to which the town is a party, and to employ special counsel to assist the town counsel whenever in his judgment it may be necessary."), *see also Art. 2, Sec. 29.*

In particular, the Town engaged Arrowood LLP at the request of School Committee Chair Serino, Vice Chair Hatch, and Attorney Greenspan for the purposes of an investigation to evaluate a variety of concerns brought to its attention through Attorney Greenspan, who received complaints directly from Deputy Superintendent of the School District, Margaret Ferrick, and through Committee Chair Serino and Vice Chair Hatch, who received similar concerns from other employees of the District around the same time, alleging that Superintendent McMahon: (i) engaged in self-dealing or had conflicts of interest in the selection of a certain professional development provider for the School District, (ii) engaged in fraudulent activity in the payment of invoices to a certain professional development provider for the School District, (iii) inappropriately used grant funds, and (iv) had a significant amount of time spent away from the District. The Town's approach was also undertaken in order to avoid any appearance of personal bias or political interest in connection with any conclusions drawn. This report sets forth the results of that investigation.

Because of the financial implications of some of the allegations, Arrowood LLP retained Powers & Sullivan, LLP, to perform forensic accounting functions arising in the course of the investigation. In particular, Powers & Sullivan, LLP was retained to perform an analysis regarding payments made to Relay Graduate School of Education ("Relay") and related consultants, payments made for professional development services, payments made to the Saugus Education Fund by or on behalf of Superintendent McMahon, and Superintendent McMahon's time out of district. Arrowood made the initial request for information on April 11,

2023. Specifically, on April 11, 2023, Arrowood emailed James Powers of Powers & Sullivan, LLP, requesting that Mr. Powers undertake a review of four categories of information related to (i) payments made to or in connection with Relay Graduate School, (ii) payments made in connection with professional development, (iii) payments made to the Saugus Education Fund by or on behalf of Superintendent McMahon, and (iv) out of district days by Superintendent McMahon. Arrowood sent additional emails to Mr. Powers on April 25, 2023, May 4, 2023, May 19, 2023, without response. Arrowood again emailed Mr. Powers on May 23, 2023, and Mr. Powers responded indicating his availability for a telephone call to discuss the issues further, and a call was set for the following day at 1:30PM, but was subsequently moved to 2:30PM at Mr. Powers' request. Mr. Powers and Ms. Sousa spoke on May 24, 2023, and Ms. Sousa provided further information detailing the April 11, 2023 request. Following that call, on May 24, 2023, Ms. Sousa sent Mr. Powers an email again detailing the categories of information Arrowood sought to have reviewed by Powers & Sullivan. The following day, Arrowood provided documents to Powers & Sullivan. On May 30, 2023, June 2, 2023, June 14, 2023, June 19, 2023, June 26, 2023, and July 6, 2023, Arrowood reached out to Mr. Powers without response. We understand that, thereafter, Town Counsel, John Vasapolli, contacted Mr. Powers to ask about the delay, and Mr. Powers indicated on July 7, 2023, that the information would be forthcoming in the near future. Powers & Sullivan ultimately did not deliver the information until Thursday, July 27, 2023. Powers & Sullivan provided analysis of only some of the requested information, which necessitated that Arrowood get additional information from school administrators. This delayed Arrowood's ability to complete the report until Powers & Sullivan's analysis had been completed, and the missing information could be obtained.

During her April 6, 2023, interview and in her April 6, 2023, conflicts of interest disclosure, Superintendent McMahon conveyed that she believed the allegations against her were brought as a result of gender discrimination. This investigation does not include a review of Superintendent McMahon's allegations regarding gender discrimination, which were provided only summarily at the end of her interview in connection with this investigation, but notably the individual who brought forward the complaints about Superintendent McMahon's conduct which precipitated this investigation was within the same protected category.

II. EXECUTIVE SUMMARY

Over approximately 10 weeks, we conducted interviews of nine persons and collected hundreds of documents. Investigators made a number of factual findings and conclusions on the basis of statements of credible interviewees, documentary evidence, and reasonable inferences drawn from both. Based upon the information reported to us in the course of this investigation, set forth in greater detail in the body of the Report below, applying a preponderance of the evidence standard to our review of the applicable record, we found the following facts:

- Superintendent McMahon, who owed duties to the District under both G.L. c. 268A and the Town Charter, had a longstanding relationship with Relay, performed paid

consulting services for Relay, which she did not disclose to the School Committee nor did she submit any conflict of interest disclosure about said consulting until April 6, 2023, approximately 15 minutes before she was scheduled to be interviewed in connection with this investigation and more than a year after her initial consulting services were provided to Relay. She also received gratis professional development training from Relay, which she did not disclose to the School Committee or reference in her conflict of interest disclosure. Superintendent McMahon retained Relay to provide professional development services for the District at a cost of \$84,000, of which \$56,000 was contracted for and paid out after she performed her initial consulting services for Relay, representing tuition costs for four individuals to attend professional development training in New York, New York and Denver, Colorado, and does not include any expenses paid directly to those individuals in connection with their attendance at that program.

- Superintendent McMahon either intentionally or negligently permitted a professional development provider (Excellence Reflex Consulting LLC) to charge the District in excess of amounts actually earned for the services provided to the District.
 - Specifically, on October 29, 2022, Chi Tschang of Excellence Reflex Consulting LLC, presented Superintendent McMahon with an invoice for \$11,361.64, reflecting 25 hours of work at \$300.00 per hour and \$3,861.24 in expenses¹. Superintendent McMahon subsequently submitted an invoice to Pola Andrews, the Executive Director of Finance & Administration for Saugus Public Schools, for payment by the District that reflected consulting work for 38 hours at a total rate of \$11,361.64, without any evidence of expenses and no explanation as to the increased total hours.
 - On November 30, 2022, Mr. Tschang presented Superintendent McMahon with an invoice for \$8,288.97, reflecting 24 hours of work at \$300.00 per hour and \$1,088.97 in expenses. Superintendent McMahon subsequently submitted an invoice to Ms. Andrews for \$8,400.00, reflecting 28 hours of work without any evidence of expenses.
 - On December 31, 2022, Mr. Tschang presented Superintendent McMahon an invoice for \$1,650.00 for five hours of work at \$300.00 per hour, purportedly for work through the month of December 2022. However, he subsequently submitted an invoice on January 4, 2023, for \$2,250.00 for 7.5 hours of work,

¹ Superintendent McMahon testified that she understood that under the terms of the contract with Excellence Reflex Consulting LLC, the District was not obligated to pay for travel costs. McMahon Interview Transcript, Apr. 6, 2023, 69:19-70:8.

still purporting to be for work performed through December 2022. Superintendent McMahon subsequently submitted an invoice to Ms. Andrews for \$2,250.00.

- Superintendent McMahon either intentionally or negligently permitted a professional development provider (Excellence Reflex Consulting LLC) to charge the District for the purchase of alcohol on one occasion from Title I grant funds, and did so in spite of her receipt of an admonition from at least one member of the District’s leadership team that such charges could not be made to the District, through permitting the use of multiple revised invoices from said professional development provider.
- Between July 1, 2022² and January 19, 2023 (the date on which she began administrative leave), Superintendent McMahon was out of district 40.5 days, nearly double the amount of time the previous superintendent spent out of district.

As applied to the above findings of fact, investigators’ research and analysis as to potentially applicable law determined the following:

- Superintendent McMahon likely violated Section 23(b)(3) of Chapter 268A, which prohibits municipal employees from “acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.” Specifically, Superintendent McMahon did not timely disclose her consulting arrangement with Relay to the School Committee, but nevertheless contracted with Relay for an additional \$56,000 in services after she received said undisclosed payments for consulting work from Relay.
- Superintendent McMahon may have violated Section 19 of G. L. c. 268A, which prohibits a municipal employee from “participat[ing] as such an employee in a particular matter in which to his knowledge he . . . [or] a business organization in which he is serving as a[n] . . . employee . . . has a financial interest.”, if it is determined that her consulting relationship with Relay was the “direct, immediate, or reasonably foreseeable” result of her contracting with Relay on behalf of the District.
- Superintendent McMahon may have violated Section 3(b) of G.L. c. 268A, which prohibits municipal employees from “knowingly . . . directly or indirectly, ask[ing],

² Superintendent McMahon’s contract year ran from July 1 to June 30, consistent with the fiscal year for the District.

demand[ing], exact[ing], solicit[ing], seek[ing], accept[ing], receiv[ing] or agree[ing] to receive anything of substantial value: (i) for himself for or because of any official act or act within his official responsibility performed or to be performed by him; or (ii) to influence, or attempt to influence, him in an official act taken.” In order to make such a determination, it would be necessary to secure documents from Relay and others to determine the fair market value of the gratis professional development training and the consulting payments Superintendent McMahon received from Relay.

- Superintendent McMahon’s contracting with Relay after her receipt of money from Relay, and without notifying the School Committee, is likely a violation of the Saugus Town Charter, Art. 2, Section 33, because she failed to immediately “notify the selectmen in writing of the contract [with Relay] and of the nature of [her] interest therein and [to] abstain from doing any official act on behalf of the town in reference thereto.”
- Superintendent McMahon personally instructed that the District pay Mr. Tschang through his company \$24,283.89, nearly 2.5 times the original estimated cost of his services, including an overpayment of \$4,583.89, reflecting the amount paid in excess of the hours reflected as actually worked in his original bills. Superintendent McMahon instructed Mr. Tschang to increase the hours on his invoices on at least one occasion via email. Notably, the amount of overpayment conducted under Superintendent McMahon’s direction is just under the \$5,000 threshold for liability under 18 U.S.C. § 666(a)(1)(A). *See* 18 U.S.C. § 666(a)(1)(A), (b).
- Superintendent McMahon approved the payment of one of Mr. Tschang’s invoices that included reimbursement for costs for alcohol, which would violate applicable federal regulations. *See* 2 CFR §200.423.

Additionally, during the course of the investigation, concerns were raised about Superintendent McMahon as it relates to her management of individuals within the District which are relevant to convey in the context of this investigation. Specifically, multiple witnesses described an atmosphere pervaded by concerns about retaliation from Superintendent McMahon and two separate individuals relayed concerns about inappropriate conduct by Superintendent McMahon that could be perceived as discriminatory.

It should also be noted that investigators lacked subpoena power, and as a result were unable to compel the production of documents or testimony, and therefore could not confirm the full scope of payments made from Relay to Superintendent McMahon, or whether Superintendent McMahon received payments from other sources. To the extent an agency with such power subsequently elects to investigate the matters described herein, it would likely benefit from compelling the production of documents and testimony from Mr. Tschang, Relay and/or Superintendent McMahon.

III. BACKGROUND

Raymond P. Ausrotas, Esq. and Sarah E. A. Sousa, Esq., of Arrowood LLP, first met with John Vasapolli, Esq., Saugus Town Counsel, Scott Crabtree, Esq., Saugus Town Manager, and two individuals from Powers & Sullivan, LLP, James Powers, CPA, and Todd Jurczyk, CPA, to discuss allegations made to Attorney Greenspan by Deputy Superintendent, Margaret Ferrick, about Superintendent Erin McMahon's conduct. Specifically, Deputy Superintendent Ferrick spoke with Attorney Greenspan on January 3, 2023, and alleged that: (1) Superintendent McMahon had a conflict of interest as it related to her consulting relationship with Relay, (2) Superintendent McMahon inappropriately directed District employees to pay a consultant, Chi Tschang of Excellence Reflex Consulting, LLC, even where employees had raised concerns about charges such as those for alcohol (which are not permitted under relevant regulations), (3) Superintendent McMahon inappropriately directed that same consultant to modify his invoices, and (4) Superintendent McMahon had spent a significant amount of time outside of the district, when she should have been available to manage district business. Dr. Ferrick did not provide Attorney Greenspan with a written account of her concerns.

IV. METHODOLOGY

Between February 13 and April 20, 2023, Arrowood LLP interviewed nine current School District employees, including Superintendent McMahon, and current and former, School Committee members, and counsel for the School Committee. Wherever practical, interviews were conducted in person. Some witnesses participated in a second, follow-up interview by telephone. Witnesses were chosen based on the likelihood that they would have material information regarding the allegations against Superintendent McMahon, and the Town afforded Arrowood LLP complete discretion as to which individuals to interview.

Arrowood LLP reviewed documents provided to us by employees of the Town, including Jerry Vigliotta, the IT Technician for the Saugus School District, who was able to provide documents from Superintendent McMahon's email repository and her electronic calendar. Arrowood LLP also reviewed relevant School District policies concerning the School Committee's powers and duties, School Committee and staff communications, fiscal management goals, budget transfer authority, payment procedures, expense reimbursements, fiscal accounting and reporting, staff ethics conflicts of interest, and gifts to the District.

On April 4, 2023, and April 5, 2023, Superintendent McMahon, through counsel, provided certain responsive documents in her possession, custody and control to Arrowood LLP pursuant to requests from Arrowood LLP.³ One additional document was produced at her interview.

³ Superintendent McMahon simultaneously provided the documents to counsel for the School Committee.

Superintendent McMahon was invited to identify additional documents which she believed were favorable to her, but which she may no longer have had access to, and she declined to do so. On April 6, 2023, Sarah Sousa of Arrowood LLP interviewed Superintendent McMahon in the presence of her counsel. At Superintendent McMahon's request, she was permitted to retain a court reporter to transcribe the interview.⁴ Superintendent McMahon's presence at the interview was voluntary, and with the exception of questions concerning the availability of documents which might support her position and her claim of gender discrimination made during the interview for the first time, she did not refuse to answer any questions.

V. FINDINGS

Superintendent McMahon was hired in May 2021. She was confirmed by a vote of the School Committee, which at the time was chaired by Thomas Whittredge⁵. She was one of four finalists, including the individual later selected for the position of Deputy Superintendent Margaret Ferrick. She began her employment on July 1, 2021.

The Allegations

On January 3, 2023, Deputy Superintendent Margaret Ferrick contacted attorney for the School Committee, Howard Greenspan, and specifically raised concerns that Superintendent McMahon had: (1) directed District employees to pay the invoice of a consultant even though there were concerning expenses included like alcohol, (2) directed that consultant to revise the invoice so it would not show such expenses, (3) a conflict of interest with Relay, and (4) spent an excessive amount of time out of district.

By way of background, Dr. Ferrick began working for Saugus public schools on or around May 23, 2022.⁶ Dr. Ferrick was hired by Superintendent McMahon for what would ultimately become the Deputy Superintendent role after the two became familiar with each other while Dr. Ferrick was working at the Center for Optimized Student Support at Boston College's Lynch School of Education. Saugus had not previously had a Deputy Superintendent position.

Dr. Ferrick and Superintendent McMahon appeared to have a close and collaborative working relationship. Dr. Ferrick reported feeling supported by Superintendent McMahon.

⁴ Superintendent McMahon provided a copy of the transcript to counsel for the School Committee on Sunday, April 16, 2023.

⁵ Mr. Whittredge indicated that he had recused himself from the vote approving Superintendent McMahon because he has a family member who works in the District.

⁶ Dr. Ferrick submitted her notice of resignation to Saugus School District on or around April 28, 2023, and made it aware that she had secured a position as a superintendent for schools in Georgetown, Massachusetts. Her resignation tends to bolster the credibility of statements she made to investigators, as it suggests she was unlikely to have the ulterior motive of trying to have Superintendent McMahon removed in an effort to assume the position of Superintendent.

Notwithstanding, Dr. Ferrick reported that shortly after she began her employment, in July 2022, while Superintendent McMahon was out of district, she had been granted access by Superintendent McMahon to Superintendent McMahon's email account in connection with overseeing the District during Superintendent McMahon's absence and became concerned about Superintendent McMahon's relationship with Relay. While Dr. Ferrick had access to Superintendent McMahon's email account, Superintendent McMahon received an email from Relay concerning consulting services she had contracted to perform for Relay, separate from her role as Superintendent. Dr. Ferrick did not report any concerns regarding a potential conflict of interest at that time, but retained a copy of that email.

Then around November 2022, Deputy Superintendent Ferrick became concerned about a Relay-associated consultant, Chi Tschang, of Excellence Reflex Consulting, LLC. Dr. Ferrick reported that Mr. Tschang was "arrogant" and "abrasive". There were concerns raised during a Central Leadership Team meeting that he had charged the District for alcohol purchases, which were not permitted. Thereafter, Susan Terban, the Executive Director of Curriculum, Instruction, and Assessment, brought to Dr. Ferrick's attention that an invoice appeared to have been revised to exclude expenses, but sought the same total reimbursement as the invoice with expenses.

Thereafter, in late December 2022, Ms. Terban and Deputy Superintendent Ferrick met with Pola Andrews, the Executive Director of Finance and Administration, to relay their concerns. Ms. Andrews reported that she asked for documentation to support the allegations at the meeting, and Deputy Superintendent Ferrick indicated that she had documentation, but did not provide it to her. After that meeting, Deputy Superintendent Ferrick went to the attorney for the School Committee, Howard Greenspan, who apparently reported Dr. Ferrick's concerns to the School Committee Chair and Vice Chair.

By this time, there had evidently been somewhat of a breakdown in trust between Superintendent McMahon and Committee Chair Serino. Superintendent McMahon testified that she "worked to not meet with Mr. Serino where I could—alone, because he lies." See *Exhibit A*, Transcript of Interview with Superintendent McMahon at 107:14-16. Consistent with that testimony, Deputy Superintendent Ferrick asserted that on or around January 18, 2023, Superintendent McMahon asked her to be a "witness" to a conversation between her and Committee Chair Serino. According to Deputy Superintendent Ferrick, Committee Chair Serino told Superintendent McMahon there would be a conversation about her at the School Committee and provided information relative to the open meeting law. According to Deputy Superintendent Ferrick, Superintendent McMahon thereafter conveyed to her that she was going to go "voluntarily" on paid administrative leave on the advice of her attorney, and requested that Deputy Superintendent Ferrick stay while she collected relevant documents and emailed certain information to her personal email address.

On January 19, 2023, Superintendent McMahon went on voluntary, paid administrative leave, which status has remained in place throughout the completion of this investigation. It

bears noting that although her attorney was repeatedly instructed not to interfere with the investigation, he appears to have initiated repeated contacts with the press which ostensibly would have influenced potential witnesses' participation in the investigation and may have discouraged some from speaking as candidly as they otherwise might have.

Superintendent McMahon's Relationship With Relay

Of relevance to the investigation, prior to her employment with Saugus School District, Superintendent McMahon had attended Relay's Leverage Leadership Institute, from 2015 to 2016⁷. Prior to that, Superintendent McMahon had also worked with Relay in connection with her employment with Denver, Colorado Public Schools, for which Relay had been retained to perform services. According to Superintendent McMahon, until her employment with Saugus, she had not performed any consulting services for Relay since 2018.

Documents show that on or around July 28, 2021, Superintendent McMahon entered into a Memorandum of Understanding with Relay for two professional development training programs (Leading an Equity Centered Culture, with Routines and Procedures; and Data Driven Instruction each permitting up to 25 participants) at a projected cost of \$16,500 for each program to be performed in August 2021. Documents show that on or around October 1, 2021, the Town paid Relay \$11,500 for the program "Leading an Equity Centered Culture with Routines and Procedures" conducted on August 18, 2021. *See Exhibit C.* Documents show that on or around October 6, 2021, the Town paid \$16,500 to Relay for the Data Driven Instruction program, which occurred on August 25, 2021. *See Exhibit D.*

Thereafter, in February 2022, Superintendent McMahon performed consulting work for Relay. Specifically, on February 3 and 4, 2022, Superintendent McMahon coached a Relay "triathlon", an exercise where participants at Relay's Leverage Leadership Institute practice implementation of Relay's protocols, for which Superintendent McMahon received payment of \$1,000.00. *See Exhibit E,* Superintendent McMahon's April 6, 2023, Conflict of Interest Disclosure.

Emails provided by Superintendent McMahon show that she initially requested that her consulting fee be paid to the Saugus Education Fund, a fund which is used at the discretion of the superintendent. Relay informed Superintendent McMahon that it could not pay her consulting fee directly to the Saugus Education Fund. Though there was no prohibition on Superintendent McMahon donating directly to that fund, there is no record of her personally donating any money to that fund.⁸

⁷ Superintendent McMahon's image is used for advertising purposes by Relay on its website. *See Exhibit B.*

⁸ Around this time, Superintendent McMahon appears to have encouraged personal contacts, Mark McMahon, and Constance Cassion, to donate a combined \$2,200.00 to that fund.

Superintendent McMahon asserted that she notified then-School Committee Chair, Mr. Whittredge, about her consulting arrangement with Relay. Superintendent McMahon could not recall any specific date on which she notified Mr. Whittredge, stating only that they spoke “often” and that she conveyed the information about her consulting with Relay verbally. Mr. Whittredge denied any such conversation, and there is no documentary evidence confirming the conversation took place. The other members of the School Committee who were interviewed did not recall being informed that Superintendent McMahon had engaged in any consulting work with Relay during her employment with Saugus. Because Mr. Whittredge recalled discussing Superintendent McMahon’s other outside employment (specifically, her teaching role at Columbia⁹), investigators credit Mr. Whittredge’s recollection that Superintendent McMahon did not disclose her consulting relationship with Relay. Superintendent McMahon did not submit any conflict-of-interest disclosure prior to performing consulting work for Relay.¹⁰

After her initial consulting relationship with Relay, on April 4, 2022, Superintendent McMahon notified then-Committee Chair Whittredge and Susan Terban, the Executive Director of Curriculum, Instruction, and Assessment, via email that she was interested in having leaders attend a professional development course provided by Relay in the summer of 2022. On May 5, 2022, Superintendent McMahon executed a Memorandum of Understanding with Relay, outlining the District’s intent to pay \$42,000 for two participants to attend Relay’s National Principal Academy Fellowship and one participant to attend Relay’s National Principal Supervisor Academy. On or around June 6, 2022, Relay provided Saugus with an invoice to the School District for \$28,000.00, reflecting the tuition cost for two participants to attend Relay’s National Principals Academy Fellowship. On that same date, June 6, 2022, Relay provided Saugus with an invoice to the School District for \$28,000.00, reflecting the tuition cost for two participants to attend Relay’s National Principals Supervisor Academy. The increased cost reflects the inclusion of Deputy Superintendent Ferrick, who was hired after the initial Memorandum of Understanding was executed. Thus, after her initial consulting work for Relay, Superintendent McMahon contracted on behalf of the District to pay Relay an additional \$56,000.00 for professional development activities.

Thereafter, on or around June 30, 2022, Superintendent McMahon once again contracted with Relay to provide consulting services at a rate of \$500.00. *See Exhibit F.* Superintendent

⁹ Of note, Superintendent McMahon did inform then-School Committee Chair Whittredge of her Columbia teaching obligations in writing. The lack of similar written communications concerning her Relay consulting work further tends to undermine the assertion by Superintendent McMahon that she orally conveyed that she was performing consulting work for Relay, as it was inconsistent with her past practice.

¹⁰ On April 6, 2023, approximately 15 minutes before she was set to be interviewed in connection with this investigation, Superintendent McMahon submitted a conflict of interest disclosure concerning her relationship with Relay. This was the only conflict of interest disclosure Superintendent McMahon submitted during her tenure.

McMahon testified that she reported this consulting arrangement to then-Committee Chair Whittredge. As described above, then Committee Chair Whittredge denied that he was ever informed of any consulting arrangement between Superintendent McMahon and Relay, and for the reasons described above investigators credit then-Committee Chair Whittredge. It is unclear when Superintendent McMahon received the request from Relay to perform consulting services on June 30, 2022. However, Vincent Serino had taken over the position from Mr. Whittredge in May 2022 and Mr. Serino denied that Superintendent McMahon had told him about her consulting relationship with Relay.

Despite emailing Committee Chair Serino on June 30, 2022, regarding planned absences, Superintendent McMahon did not mention that she was performing consulting services with Relay on that date. Moreover, Superintendent McMahon conveyed in that same email that she would be “in class” between the dates July 18-July 29, 2022. Superintendent McMahon made no mention of Relay or any consulting work for Relay in that email. Documents show that on July 28, 2022, Superintendent McMahon performed additional consulting for Relay, for which she was paid \$375.00. See *Exhibit G*. The discrepancy between the contemporaneous email message showing that she did not inform Committee Chair Serino that she was performing work and her testimony tends to undermine Superintendent McMahon’s credibility.

In July 2022, Ms. Terban and Ms. Ferrick attended Relay’s National Principals Supervisor Academy (discussed above) in New York, New York. Ms. Terban was reimbursed \$280.29 by the District in connection with expenses she incurred related to her attendance at the Relay program. Likewise, Ms. Ferrick was reimbursed \$353.24 for expenses she incurred in relation to her attendance at the Relay program. Also in July 2022, Myra Monto, Associate Principal of Saugus’ Middle School, and Rebecca Long, Belmonte STEAM Academy’s Principal, attended Relay’s National Principals Academy Fellowship in New York, New York. Ms. Monto was reimbursed \$347.09 for expenses she incurred in relation to her attendance at the Relay program. Ms. Long was reimbursed \$363.06 for expenses incurred in relation to her attendance at the Relay program, and an additional \$688.20 for expenses incurred for her attendance at a related Relay program in October 2022. The tuition costs for the programs were paid out to Relay on or around September 1, 2022, according to District records.

On or around December 7, 2022, Superintendent McMahon attended a professional development program observing a Relay site in Newark, New Jersey. Superintendent McMahon was able to attend the program gratis and did not pay to participate in the professional development program. She did not include her attendance in the program in her Conflict of Interest Disclosure of April 6, 2023. See *Exhibit E*.

Section 19 of G.L. c. 268A prohibits a municipal employee from “participat[ing] as such an employee in a particular matter in which to his knowledge he . . . [or] a business organization in which he is serving as a . . . employee . . . has a financial interest.” As a superintendent, Superintendent McMahon is a municipal employee within the meaning of G.L. c. 268A, § 1(g);

see *McMann v. State Ethics Com.*, 32 Mass. App. Ct. 421, 427. Participation for purposes of G.L. c. 268A, § 19 is defined as “participat[ion] in an agency action or in a particular matter personally and substantially as a . . . municipal employee, through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise.” G.L. c. 268A, § 1(j). There can be no doubt that Superintendent McMahon participated in matters affecting Relay, an entity for which she served as a consultant. Superintendent McMahon approved contracts with, rendered decisions and made recommendations concerning additional services by Relay, and thereby engaged in a “particular matter” within the meaning of Section 19. G.L. 268A, § 1(k).

“Financial interest” is any economic interest of a particular individual that is not shared with a substantial segment of the population of the municipality. See *Graham v. McGrail*, 370 Mass. 133 (1976). “The financial interest must be direct and immediately or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative, or not sufficiently identifiable do not create conflicts. “This definition has embraced private interests, no matter how small, which are direct, immediate or reasonably foreseeable. See EC-COI-84-98. The interest can be affected in either a positive or negative way. EC-COI-84-96.” In the Matter of Donald G. McPherson, Docket 704 (May 24, 2004), available at <https://www.mass.gov/settlement/in-the-matter-of-donald-g-mcpherson>

Certainly, Superintendent McMahon’s financial interest in her consulting relationship with Relay is not one shared with a substantial segment of the population. However, Section 19 requires that the financial interest of the municipal employee or her employer be in the official act, itself. Although Superintendent McMahon may have personally benefitted by contracting with Relay through continued or additional consulting, that consulting work was not clearly the direct result of the contract or the “official act” and it is therefore unclear whether the relationship between Superintendent McMahon’s financial interest was “direct, immediate, or reasonably foreseeable” sufficient to be a violation of Section 19.

Section 3(b) of G.L. c. 268A prohibits municipal employees from “knowingly . . . directly or indirectly, ask[ing], demand[ing], exact[ing], solicit[ing], seek[ing], accept[ing], receiv[ing] or agree[ing] to receive anything of substantial value: (i) for himself for or because of any official act or act within his official responsibility performed or to be performed by him; or (ii) to influence, or attempt to influence, him in an official act taken.” Superintendent McMahon is a municipal employee. “[A]nything of substantial value” has been interpreted to mean something worth \$50 or more. See *Commonwealth v. Famigletti*, 4 Mass. App. Ct. 584, 587 (1976); Commission Advisory 05-01 (Standards of Conduct), available at: <https://www.mass.gov/advisory/05-01-standards-of-conduct#:~:text=Public%20employees%20must%20avoid%20conduct,of%20any%20party%20or%20person>. “Gifts” are typically defined as “anything of value that is given without something of equivalent fair market value being given in return”. See 930 C.M.R. 5.04. Superintendent

McMahon¹¹ received gratis professional development training, the fair market value of which is unclear, and was paid by Relay well in excess of the \$50 threshold for consulting services prior to executing subsequent contracts with Relay. In order to determine whether the professional development training and consulting services constitute gifts within the meaning of Section 3, it would be necessary to collect documentation from Relay to determine the fair market value of those items. Without that information, it is unclear whether Superintendent McMahon's conduct violated Section 3.

Moreover, Section 23(b)(3) of Chapter 268A prohibits municipal employees from "acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person." *See, e.g., Scaccia v. State Ethics Comm'n*, 431 Mass. 351, 358-59 (2000) (upholding determination of that official's receipt of meal and round of golf violated 23(b)(3) by creating appearance of improper influence, even in the absence of evidence of influence). At a minimum, Superintendent McMahon's acceptance of consulting fees and gratis professional development training from a professional development provider that the District subsequently contracted with in the amount of \$56,000, gives rise to the appearance that Superintendent McMahon was improperly influenced to do business with Relay as a result of her own financial interest. Section 23(b)(3) further provides that it shall not be reasonable to conclude that the municipal employee is subject to improper influence if that employee discloses in a manner which is public in nature the facts which would otherwise lead to such a conclusion. As described above, Superintendent McMahon did not disclose her consulting arrangement to the School Committee for more than a year and did not do so before contracting further with Relay on the District's behalf. Accordingly, she did not make an appropriate public disclosure.

Superintendent McMahon's contracting with Relay after her receipt of money from Relay also appears to be a violation of the Saugus Town Charter, Art. 2, Section 33, which states:

¹¹ Notably, Section 3(b) does not require corrupt intent: a municipal official's request for or receipt of something of substantial value for or because of an official act already performed or to be performed by him is sufficient to give rise to a violation under Section 3(b). *See Commonwealth v. Dutney*, 4 Mass. App. 363, 375 (1976). The State Ethics Commission has followed this ruling. *See In the Matter of the Collector-Treasurer's Office of the City of Boston, et al.*, Commission Disposition Agreement (March 2, 1981). *See also* EC-COI-92-19, available at <https://www.mass.gov/opinion/ec-coi-92-19> ("All that is required to bring Section 3 into play is a nexus between the motivation for the gift and the employee's public duties. If this connection exists, the gift is prohibited.")

Certain Town Officers not to make Contracts with the Town. It shall be unlawful for any selectman, the town manager, any member of the school committee, any trustee of the public library, or any other elective or appointive official, except as otherwise provided by this act or any other provision of law, directly or indirectly to make a contract with the town, or to receive any commission, discount, bonus, gift, contribution or reward from, or any share in the profits of, any person or corporation making or performing such a contract, unless the official concerned, immediately upon learning of the existence of such contract, or that such a contract is proposed, shall notify the selectmen in writing of the contract and of the nature of his interest therein and shall abstain from doing any official act on behalf of the town in reference thereto. In case such interest exists on the part of an officer whose duty it is to make such a contract on behalf of the town, the contract may be made by another officer or voter of the town duly authorized thereto by vote of the selectmen. Violation of any provision of this section shall render the contract in respect to which such violation occurs voidable at the option of the town. Any person violating any provision of this section shall be punished by a fine of not more than one thousand dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment.

Under this provision of the Charter, when the Relay contract was proposed after Superintendent McMahon (an appointed official) had received compensation from Relay, she was obligated to immediately “notify the selectmen in writing of the contract and of the nature of [her] interest therein and [to] abstain from doing any official act on behalf of the town in reference thereto.” Superintendent McMahon failed to make any such disclosure and did not abstain from further dealings with Relay.

**Superintendent McMahon’s Relationship with
Chi Tschang & Excellence Reflex Consulting, LLC**

Superintendent McMahon testified that she met Mr. Tschang at Relay’s Leverage Leadership Institute in 2015, but did not have a personal or social relationship with him outside of that program. Text messages produced by Superintendent McMahon tend to support her testimony that there was no ongoing social relationship between the two when she contacted him concerning professional development services for the District in August 2022.¹²

Mr. Tschang, through his business Excellence Reflex Consulting, LLC, provides professional development services related to the implementation of Relay’s “Weekly Planning Meeting” and “Weekly Data Meeting” protocols. Superintendent McMahon testified that Mr. Tschang was recommended to her by the Head of Relay’s National Principal Supervisor Academy and National Principal Academy Fellowship, Rebecca Hutton. This is supported by testimony from Ms. Terban, who indicated that following her participation in the National Principal Supervisor Academy in July 2022, there had been a discussion with Superintendent McMahon about the

¹² Given that we did not have the ability to subpoena records, investigators relied on the voluntary production of communications between Superintendent McMahon and Mr. Tschang.

need for additional training on Relay's Weekly Planning Meeting protocols in an effort to implement those protocols in accordance with Relay's systems.

Shortly after Superintendent McMahon initially reached out to Mr. Tschang, on August 16, 2022, Mr. Tschang sent Superintendent McMahon a proposal. In the proposal, Mr. Tschang estimated that his services for the District would come in at a projected cost of \$10,000.

Thereafter, on September 8, 2022, Mr. Tschang emailed Superintendent McMahon a Contract for Saugus Public Schools, outlining the planned services he would provide to the District. Specifically, he identified 36 hours of professional development training over the course of four days, at a rate of "\$300 per hour (not including travel costs)" and estimated the cost for the project would be \$9,999. *See Exhibit H*. No explanation was provided for the discrepancy between the projected cost and the actual cost of 36 hours at a rate of \$300.00 per hour (\$10,800). When asked about the difference between the projected cost in Mr. Tschang's contract and the actual cost of 36 hours at a rate of \$300.00 per hour, Superintendent McMahon testified that Mr. Tschang provided the estimated costs of \$9,999 because "that's what we had left in the Title I money." Superintendent McMahon returned the signed contract to Mr. Tschang on September 30, 2022, via email. *See Exhibit H*. Superintendent McMahon testified that she understood that under the terms of the contract with Excellence Reflex Consulting LLC, the District was not obligated to pay for travel costs. *See Exhibit A*, at 70:23-71:24

On September 30, 2022, Mr. Tschang sent Superintendent McMahon an invoice for work performed in September 2022, copying Ms. Andrews, Deputy Superintendent Ferrick and Ms. Terban on the email. *See Exhibit I*. Ms. Andrews reported that in the usual course invoices are typically sent directly to Accounts Payable and that, in her experience, it is not customary for a superintendent to take on the role of receiving invoices directly from a consultant or vendor. In fact, Ms. Andrews indicated that it was District policy for such matters to be handled directly by Accounts Payable (with one exception for requisitions relating to Recovery High School due to the confidential nature of such services). Mr. Tschang's invoice sought payment for 5.5 hours of consulting at \$300.00 per hour (\$1,650.00), and expense reimbursements in the amount of \$622.25, for a total payment of \$2,272.25. Thereafter, on October 14, 2022, Deputy Superintendent Ferrick asked that Mr. Tschang convert his invoice to a "daily rate". Deputy Superintendent Ferrick testified that Superintendent McMahon had asked her to request that Mr. Tschang produce the invoice as a daily rate, but that she did not find the request unusual as many consultants she had worked with in the past charged a daily rate. However, payments to Mr. Tschang's consulting firm, Excellence Reflex Consulting LLC, exceeded the typical daily rate paid to other consultants according to Dr. Ferrick. Superintendent McMahon denied that she had instructed Dr. Ferrick to request that Mr. Tschang produce the invoice as a daily rate. Thereafter, Mr. Tschang provided an invoice reflecting a "Consulting fee: \$2,272.25 daily rate" which was submitted to Ms. Andrews for payment. *See Exhibit J*.

On October 29, 2022, Mr. Tschang sent an email to both Deputy Superintendent Ferrick and Superintendent McMahon attaching an invoice for his work for the month of October. The email contained two excel attachments, one entitled “2-Invoice-Saugus Public-Tschang 10 31 22 Itemized” and the other entitled “2-Invoice-Saugus Public-Tschang 10 31 22”. See *Exhibit K*. The itemized invoice reflecting 25 hours of consulting work at \$300.00 per hour, and listed the days and amount of hours performed on each day, for a total of \$8,600 in consulting fees and \$2,761.24, in itemized expenses with receipts included. Among the receipts attached to the itemized invoice was a receipt for \$58.86 from Santarpio’s Pizza which included \$13.50 in alcohol purchases. The invoice entitled “2-Invoice-Saugus Public-Tschang 10 31 22” simply contained a total reimbursement request for \$11,361.64 and did not include the number of hours Mr. Tschang performed on consulting work. No explanation was provided for the \$0.40 discrepancy between the itemized and other invoice.

At some point thereafter, while reviewing the receipts, Ms. Andrews reported that she spoke with Superintendent McMahon to explain that the District was not permitted to pay for certain expenses, including alcohol. Ms. Andrews reported that Superintendent McMahon said something to the effect of “[h]e can’t charge for that” and that she would talk to Mr. Tschang. This interaction apparently occurred in a meeting of Leadership Team members, and Deputy Superintendent Ferrick also recalled the conversation. Superintendent McMahon said she did not “recall specifically” having a conversation with Ms. Andrews regarding the payment of expenses for alcohol purchases, but that she recalled that Ms. Andrews had generally made her aware of a policy of not reimbursing alcohol purchases. In fact, the prohibition comes from federal regulations, which prohibit Title I grant money from being used for the purchase of alcohol. See 2 CFR §200.423. All of the funding for Mr. Tschang’s services came from Title I grant money.

On November 2, 2022, Mr. Tschang sent an email to Superintendent McMahon attaching a revised version of the October 31, 2022 Invoice. See *Exhibit L*. The revised invoice reflected total consulting work of 38 hours for a purported total amount of \$11,361.64 based on a rate of \$300.00 per hour. The revised invoice did not include any expenses in the invoice itself, but did include copies of receipts in a separate tab of the excel file. No one else was copied on that email. This revised invoice was ultimately submitted to Ms. Andrews for payment, and was paid out to Excellence Reflex Consulting LLC in full. When asked why the number of hours changed from 25 hours on the earlier invoice to 38 hours on the later invoice, Superintendent McMahon testified simply “I don’t know the answer to that.” When asked if she had spoken to Mr. Tschang about the discrepancy, she testified “I don’t recall that.” See *Exhibit A*, 72:1-13.

Around this time, the School Committee became aware of concerns raised by parents and staff that Mr. Tschang had an alleged history of engaging in abusive punishments toward students during his time as Principal of KIPP Academy Fresno, California between 2003 and

2009.¹³ As a result of this and other concerns about the general amount of funds paid to consultants (Committee Chair Serino testified that during his earlier term on the School Committee between 2013-2015, he estimated that the District paid between \$60,000-\$100,000 for professional development services annually, whereas under Superintendent McMahon's direction to District paid \$122,568 in fiscal year 2022 in professional —an increase of \$71,871 from the prior fiscal year—and \$222,546 for fiscal year 2023 through January 31, 2023 only—and increase of \$171,849 over fiscal year 2021, the year prior to Superintendent McMahon's employment. The new vendors secured during Superintendent McMahon's tenure accounted for \$40,316 of additional expenses in fiscal year 2022 and \$183,763 in fiscal year 2023), the Committee briefly stopped signing bills that had payments for Mr. Tschang included.

In an email dated November 28, 2022, Superintendent McMahon represented that "Mr. Tschang will fulfill his contract on 12/14/22 and then will no longer conduct any work in the Saugus Public Schools." See *Exhibit M*. Superintendent McMahon testified that after that email, she conveyed to Committee Chair Serino that she would like to extend the contract at least through January to complete previously scheduled professional development services, and that Committee Chair Serino did not respond to her until Tuesday, January 3, 2023, indicating that the School Committee would not agree to any further services by Mr. Tschang. Committee Chair Serino did not recall any subsequent conversation with Superintendent McMahon in which she conveyed that Mr. Tschang would perform services beyond December 14, 2022.

On November 30, 2022, Mr. Tschang sent an email to Superintendent McMahon (without copying anyone else) attaching an invoice for his November work for the district. See *Exhibit N*. The email included two attachments, one entitled "3-Invoice-Saugus Public-Tschang 11 30 22 Itemized" and the other entitled "3-Invoice-Saugus Public-Tschang 11 30 22 Revised". The itemized invoice displayed consulting fees in the amount of \$7,200.00 reflecting 24 hours of work at a rate of \$300.00 per hour and listed each day and the amount of hours performed on each day for which he was seeking reimbursement. The itemized invoice also included itemized expenses totaling \$1,088.97, and together with the hourly fees for consulting sought total payment for \$8,288.97. The revised invoice did not have any expenses listed, and sought reimbursement for 24 hours of consulting work at \$300.00 per hour for a total amount of \$8,288.97. No explanation was given for the discrepancy between the hourly rate and the total amount charged.

Shortly thereafter, Mr. Tschang attended the Relay professional development program that was offered at Relay's Newark, New Jersey site, which Superintendent McMahon also attended.

¹³Based on email communications, Mr. Tschang apparently denied the allegations, and Superintendent McMahon asserted in email to the School Committee that Mr. Tschang's subsequent employer "confirmed what I believed to be true: that *none of the allegations at KIPP Fresno were confirmed by witnesses or thoroughly investigated.*" (emphasis in original).

On December 20, 2022, Superintendent McMahon sent an email to Mr. Tschang, stating “[t]here was an error in the 11/30/22 bill. You worked 28 hours, not 24, which is \$8,400. Please send me a revised invoice.” See *Exhibit O*. Later that day, Mr. Tschang sent an email with a revised invoice, entitled “3-Invoice-Saugus Public-Tschang 11 30 22 Revised v2”, showing consulting work at 28 hours, seeking reimbursement for \$8,288.97. See *Exhibit O*. Subsequently, a further revised invoice reflecting “Consulting Fee: 28 hours of work” at a rate of \$8,400.00 was submitted to Ms. Andrews and was paid out by the District. See *Exhibit P*.

On January 2, 2023, Mr. Tschang sent an email to Superintendent McMahon and Ms. Andrews. See *Exhibit Q*. The email contained only one attachment, an invoice purporting to be for all of Mr. Tschang’s December work for the District. The invoice sought payment for \$1,650.00, reflecting 5.5 hours of consulting work at a rate of \$300.00 per hour. Thereafter, on January 4, 2023, Mr. Tschang sent an email with a revised invoice for December work showing 7.5 hours of consulting work and seeking total payment of \$2,250. See *Exhibit R*. The following day, Superintendent McMahon sent an email to Mr. Tschang, which stated “Please remove the Receipts? from the bill and return to me.” See *Exhibit S*. Mr. Tschang was paid \$2,250.00 for his December work. Given that the earlier invoice submitted on January 2, 2023, purported to contain all of Mr. Tschang’s December time for the District, it can reasonably be inferred that the revised invoice reflected additional time that Mr. Tschang spent working in January, but which was not approved by the School Committee, and was therefore added to the December invoice.

Mr. Tschang was ultimately paid \$24,283.89 by the District, nearly 2.5 times the original estimated cost. If, as Superintendent McMahon testified, the District’s contract with Mr. Tschang did not permit the payment of expenses, then based on the information detailed above, it appears that the District overpaid Excellence Reflex Consulting LLC by \$4,583.89, reflecting the amount paid in excess of the hours reflected in his original bills and not including any payments made for time spent in January that was not approved by the School Committee. This overpayment also does not account for the substantial difference between the initial projected cost of the services as identified in the contract with Excellence Reflect Consulting LLC and the amount of hours that he purported to perform. Notably, the amount of overpayment conducted under Superintendent McMahon’s direction is just under the \$5,000 threshold for liability under 18 U.S.C. Section 666(a)(1)(A), which punishes an agent of a state, local, or tribal government who “embezzles, steals, obtains by fraud, or otherwise without authority knowingly converts to the use of any person other than the rightful owner or intentionally misapplies, property” valued at \$5,000 or more that is owned by or under the control of the government organization, when that organization “receives, in any one year period, benefits in excess of \$10,000 under a Federal program.” 18 U.S.C. § 666(a)(1)(A), (b).

Aside from the first and final invoice (which was subsequently revised, the revised version of which was only sent to Superintendent McMahon), Mr. Tschang only communicated with Superintendent McMahon concerning his invoices to the District. Based on the pattern of communications and the changes made to ostensibly encompass expenses which would not

otherwise be paid for under the contract, it is reasonable to infer that Superintendent McMahon either: (1) knowingly encouraged Mr. Tschang to modify his invoices such that the invoices had higher hours reported in order to encompass expenses, or (2) negligently failed to inspect or otherwise investigate blatantly fraudulent invoices before approving said invoices for payment by the District. That Superintendent McMahon elected to manage these invoices personally (which was not customary for someone in her role), rather than have Mr. Tschang provide his invoices to Accounts Payable consistent with District policy tends to support an inference that she knowingly encouraged him to modify his invoices. Superintendent McMahon also approved the payment of an invoice which included costs for alcohol, in violation of federal regulations. *See* 2 CFR §200.423.

Absences

Superintendent McMahon's contract year ran from July 1 to June 30 of the following year, consistent with the fiscal year of the District. In the contract year for fiscal year 2022 (July 1, 2021 to June 30, 2022), Superintendent McMahon 13 ½ vacation days that was comprised of 9 full days and 9 half days; these do not include any days she used for professional development. She used 3 ½ sick days during the contract year for fiscal 2022 comprised of 2 full days and 3 half days. Superintendent McMahon used 1 personal day in the Contract year for fiscal 2022. Superintendent McMahon reported the use of 17 full days for professional development activities for the Contract year for fiscal 2022. Between professional development, vacation, personal and sick days combined, Superintendent McMahon spent 35 days out of the District from July 1, 2021 to June 30, 2022.

For fiscal year 2023 (July 1, 2022, to June 30, 2023), Superintendent McMahon used 2 personal days, 11 ½ vacation days (comprised of 9 full days and 5 half days, and not including professional development days), and 4 full days of sick leave, through the first half of fiscal year 2023, when Superintendent McMahon went out on Administrative Leave on January 19, 2023. Superintendent McMahon reported the use of 22 full days and 2 half days for professional development activities for the contract year for fiscal 2023 through January 19, 2023. Between professional development, vacation, personal and sick days combined, Superintendent McMahon spent 40.5 days out of the District from July 1, 2022 to January 19, 2023. By way of comparison, the prior superintendent had 26 out of district days in the 2020-2021 school year, and 20 out of district days in the 2019-2020 school year, reflecting all days out of district for personal, professional, vacation, sick, FMLA and bereavement leave.

Even outside of such absences, multiple individuals reported that Superintendent McMahon was difficult to reach outside of normal business hours. For example, Deputy Superintendent Ferrick described one occasion where the Pre-K/grade 1 school had no electricity in the fall of 2022. The school facilities manager called Deputy Superintendent Ferrick at approximately 5:15AM. Deputy Superintendent Ferrick asserted that despite her attempts to reach Superintendent McMahon, she was unable to reach her and ultimately was required to make the decision to close the school herself. She eventually reached Superintendent McMahon around 8:30AM, after the decision had been made and communicated. Likewise, School Committee Vice Chair, John Hatch, relayed a similar story where he had issues contacting Superintendent

McMahon regarding time sensitive needs related to buses for the girls' soccer team's travel to finals. Mr. Hatch attempted to contact Superintendent McMahon repeatedly, but it was after 4:00PM. She did not return his call until the following day.

Deputy Superintendent Ferrick also reported that she had observed Superintendent McMahon taking board meetings unrelated to her role as superintendent during normal school hours. For example, on October 18, 2022, Superintendent McMahon appears to have attended a meeting from 11:30-1:00PM for Leading Now (which Dr. Ferrick asserted was unrelated to Superintendent McMahon's work for the District), and she did not submit any request for time off and there is no documentary evidence suggesting she notified the School Committee of this engagement. Superintendent McMahon appears to have attended meetings during the school day for that entity on November 4, 2022, November 22, 2022, and December 13, 2022. She did not use time off to attend any of those meetings, and there is no documentary evidence that she notified the School Committee about her work with this organization. This time is not reflected in the above calculations concerning Superintendent McMahon's out of District Days.

Miscellaneous Concerns

During the course of the investigation, additional issues were raised concerning Superintendent McMahon's treatment of subordinates.

Specifically, two separate witnesses reported hearing of an interaction between Superintendent McMahon and ██████████ the Principal of Saugus High School, during which Superintendent McMahon asked ██████████ he had ADHD during a meeting. When questioned about this incident, Mr. Sullivan had a very specific recollection of the incident. According to ██████████, during a meeting with Superintendent McMahon, Jennifer Lefferts, Saugus School's Communications Manager, and ██████████ in Superintendent McMahon's office to discuss issues related to the high school hockey team, Superintendent McMahon turned to Mr. Sullivan and said, "did you say you have ADHD?" Superintendent McMahon further asked him whether it would be "helpful if you had fidget toys?" ██████████ did not make a formal complaint about the comment, but testified that because he was taken aback by the comment, he did complain informally to several other individuals about the incident. Superintendent McMahon denied making any such comment to Mr. Sullivan. However, Mr. Sullivan's contemporaneous complaints to others who recalled his complaints tends to bolster his testimony that the interaction occurred, as does his very clear memory of the incident.

Additionally, ██████████ reported that while she was on intermittent leave pursuant to the Family Medical Leave Act, Superintendent McMahon periodically contacted her and expected an immediate response. Ms. Andrews reported that during these conversations she felt that Superintendent McMahon asked probing questions intended to determine where Ms. ██████████ at the calls made her "uncomfortable" and that the calls occurred in "non-emergency situations" for the District. Superintendent McMahon did not have a specific recollection of contacting ██████████ while ██████████ was utilizing protected leave, but

indicated that she believed that she would only have called her if [REDACTED] had said to call her or otherwise to reach out to her if she needed anything.

There were also concerns raised by multiple witnesses that Superintendent McMahon had engaged in retaliatory conduct or promoted an atmosphere pervaded by concerns of retaliation. For example, Donna Trumpler, a Senior Accounts Payable Clerk, described the work environment under Superintendent McMahon as “really toxic”, “hostile” and said the “dynamic was horrible”. Ms. Trumpler reported that Superintendent McMahon repeatedly threatened to strip the clerks of summer hours, which she described as outside the scope of Superintendent McMahon’s authority. At one point, when discussing the environment, Ms. Terban began crying during the interview, and described working for Superintendent McMahon as “tough”. Ms. Andrews commented that there had been multiple “investigations” initiated by Superintendent McMahon against various staff members based on perceived issues and implied that she believed the removal of her Human Resources duties may have been retaliatory.

CONCLUSION

As described above, the investigation was limited in scope to the allegations of misconduct set forth to the School the Committee’s counsel. During the course of the investigation, fact finding was necessarily limited by the lack of subpoena power, which meant investigators could only obtain documents produced voluntarily. Arrowood LLP has now completed its investigation into the allegations against Superintendent McMahon. The report herein and all referenced exhibits will be delivered in hard copy to Town Counsel, John Vasapolli, Esq., consistent with the engagement of Arrowood LLP. To the extent needed, our firm remains available to engage in any additional questions that may arise.

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Volume: I
Pages: 1-119
Exhibits: None.

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF:
Saugus Public Schools and Erin McMahon

Witness: Erin McMahon

SWORN STATEMENT OF ERIN MCMAHON, a witness called
on behalf of the Town of Saugus, before Julianne Ryan, a
Professional Court Reporter and Notary Public in and for
the Commonwealth of Massachusetts, conducted at 100
Quannapowitt Parkway, Suite 101, Wakefield, Massachusetts
01880, on Thursday, April 6, 2023, commencing at 2:02 p.m.

A P P E A R A N C E S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

SARAH E. A. SOUSA, ESQUIRE

Arrowood, LLP

10 Post Office Square, 7th Floor South

Boston, MA 02109

(617) 849-6219

ssousa@arrowoodllp.com

Counsel for the Town of Saugus

MICHAEL J. LONG, ESQUIRE

Long, DiPietro, and Gonzalez, LLP

175 Derby Street, Unit 17

Hingham, MA 02043

(781) 749-0021

mlong@long-law.com

Counsel for Erin McMahon

I N D E X

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

WITNESS

ERIN MCMAHON

(By Ms. Sousa)

PAGE

5

P R O C E E D I N G S

1

2

3

4

5

THE REPORTER: And we are on the record at 2:02 p.m. Today's date is April the 6th, 2023.

6

7

8

9

10

My name is Julianne Ryan. I'm the Court Reporter assigned to your proceeding today. Beginning with the Noticing Party, will Counsel please introduce themselves and state who they represent?

11

12

13

MS. SOUSA: My name is Sarah Sousa. I represent the Town of Saugus.

14

15

16

17

18

19

20

21

22

MR. LONG: And my name is Michael Long. I represent Erin McMahon.

THE REPORTER: And please wait to leave after the proceeding, as I'll be confirming spellings and copy orders. Will the witness please raise their right hand to be sworn? Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth?

23

MS. MCMAHON: I do.

24

THE REPORTER: Thank you.

1

2

ERIN MCMAHON, first being duly sworn by

3

the Notary Public, was examined and testified as

4

follows:

5

6

EXAMINATION

7

8

BY MS. SOUSA:

9

Q And as I just mentioned, I've been retained

10

by the Town of Saugus to conduct an

11

investigation into certain matters that

12

were raised in relation to your employment.

13

A Um-hmm.

14

Q I'd just like to remind you, as I have with

15

all the other witnesses, that there are

16

strong prohibitions against retaliation for

17

anyone's participation in this

18

investigation. I'm going to just explain

19

some sort of rules that we abide by,

20

because of the Court Reporter. We don't

21

talk over each other. We wait until the

22

other person has finished their answer or

23

their question. And to the extent that you

24

don't understand a question that I posed,

1 you could just ask me to repeat it or
2 rephrase it. And I'm happy to do that.
3 All right. Let's get started. Can you
4 state your name and address for the record,
5 please?

6 A Sure, my name is Erin McMahon. I live at
7 11 Togan Way, T-O-G-A-N, Way. And that's
8 in Marblehead. And that's 01945.

9 Q Can you go through your educational
10 history, starting at college?

11 A Sure; I graduated from Yale in 1995 with a
12 Bachelor's of Art in History. I earned an
13 MBA from Cornell in Finance in 2003. I
14 earned a Master's of Science in Education
15 from Pace, 2006. I completed the Leverage
16 Leadership Institute at the Relay Graduate
17 School of Education in 2016. And I'm
18 pursuing a Doctorate at Boston College at
19 the Lynch School of Education with an
20 anticipated completion of May 2024.

21 Q How are you currently employed?

22 A I'm currently the Superintendent of Saugus
23 Public Schools in Saugus, Massachusetts.

24 Q What was your start date?

1 A July 1st, 2021.

2 Q What brought you to Saugus?

3 A Saugus was a District in turnaround.

4 They're in the bottom 10 perc -- they were
5 in the bottom 10 percent of the State. And

6 it looked like a -- by the description of
7 the job description and by the description
8 of the -- what the Committee was asking,
9 you know, it's -- of its next

10 Superintendent, that I would be a good fit.

11 Q And you said were. Is Saugus no longer in
12 the bottom 10 percent?

13 A No, we moved. The middle school jumped up
14 9 percent in, in one year from 13 percent
15 to 22 percent. And the high school rose
16 from the 7th percentile to the
17 23rd percentile.

18 Q And what's your general employment history?

19 A Could you clarify what, what you mean?

20 Q Since you graduated college, where have you
21 been employed?

22 A Oh, I served in Teach for America in
23 Washington, D.C. Followed by that, I was
24 a, a Management Consultant with

1 Ernst & Young. After Business School, I
2 worked for City Year. And then, went to
3 New York City to work for the New York City
4 Department of Education. I was there from
5 2004 to 2012. From 2000 -- July of 2012 to
6 December of 2017, I worked for Denver
7 Public Schools. January 1st, 2018 --
8 actually, it was December 1st. It was
9 around -- it was December or January. So
10 2018 to 2020, I worked for KIPP, which is a
11 national network of charter schools. I,
12 then, started work for the Commissioner as
13 Senior Advisor to the Commissioner of
14 Education in, in Massachusetts.

15 Q In 2020?

16 A Um-hmm; and then I was appointed
17 Superintendent by Saugus in July of 2021.

18 Q Tell me what the process was for you to
19 become Superintendent.

20 A The typical process for Superintendents:
21 Application; interview; background check;
22 and then Committee decision.

23 Q And who was involved in hiring you?

24 A At that time, the Chair was Tom Whittridge.

1 The Vice Chair was Ryan Fisher. The three
2 School Committee Members were Dennis Gould,
3 Arthur Grabowski, and John Hatch.

4 Q Tell me what your job duties are.

5 A I'm the Chief Executive Officer of the
6 Saugus Public Schools.

7 Q All right. Give me a little more detail
8 about that.

9 A I'm responsible for -- let's see. Let me
10 think about that.

11 MR. LONG: Do you have job
12 description, Sarah?

13 MS. SOUSA: I'm sure I could get
14 one. I don't know that I have one with me.

15 A I think they're typically what a
16 Superintendent is responsible for:
17 instructional leadership; operational
18 leadership; and then communication with the
19 School Committee, and then, you know, Town
20 then -- you know, Town Community Groups and
21 Employees.

22 BY MS. SOUSA:

23 Q And what do you mean by operate --
24 instructional leadership? Really

1 curriculum-based, or is that something
2 different?

3 A That's a good question. Saugus is in the
4 bottom 10 percent of the State. The
5 School Committee's goal was to go from the
6 bottom 10 percent of the State to the top
7 10 percent. So my job was to steward the
8 four school communities from the bottom
9 10 percent to the top 10 percent.

10 Q To whom do you report?

11 A I report to the School Committee.

12 Q What does that look like?

13 A That means there is a Chair of the School
14 Committee, there is Vice Chair, and there's
15 three Members. What does that look like?
16 Based on my Contract, that means I attend
17 all School Committee meetings and I
18 communicate with the School Committee, as
19 needed.

20 Q Are there any communications, like
21 one-on-one meetings, things like that, that
22 happen on a regular basis, but aren't
23 necessarily a formal School Committee
24 meeting?

1 A Um-hmm; it really depends on the Members.

2 Q Okay.

3 MR. LONG: Can you do us all a
4 favor and use words instead of um-hmm?

5 THE WITNESS: Sure.

6 MR. LONG: Thank you.

7 THE WITNESS: Yes. I could do
8 that.

9 A So there's regular meetings. There's, for
10 example, the -- Tom Whittridge, as the
11 Chair of the School Committee, he's the --
12 he -- as in his role as the Chair, I met
13 with him several times a week, because he
14 regularly came through the Belmonte
15 STEAM Academy, which is -- our office is
16 attached to that. So regularly met with
17 him; he's the Town Facilities Manager. So,
18 he was regularly in there. And his
19 daughter was a special needs student.
20 Likewise, the current Chair comes by
21 frequently, not scheduled. And we have
22 scheduled meetings every, every first and
23 third Thursday, between the Chair and the
24 Vice Chair. And then, once a month, I have

1 a scheduled one-on-one with -- well, it was
2 not one-on-one. You know, a, a meeting
3 with the School Committee Members.

4 Q And that's separate from the formal
5 School Committee meetings?

6 A Correct; Open Meeting Law dictates that you
7 can't gather in groups of more than two.

8 Q Sorry; so who's present at the one monthly
9 meeting? Sorry, if it can't be more than
10 two people --

11 A More than two School Committee Members.

12 Q Okay. So it's just two School Committee
13 Members at the once monthly meetings?

14 A Correct.

15 Q Okay.

16 A Yes.

17 Q And is that rotating? Is it specific
18 Members?

19 A Oh, I, I -- it's typically on a set --

20 Q Okay.

21 A -- Agenda.

22 Q Okay. Who are your immediate direct
23 reports?

24 A Um-hmm, yes.

1 Q She really appreciates that, chiefly.

2 A Okay. Dr. Margo Ferrick, he's the
3 Deputy Superintendent. Mrs. Pola Andrews,
4 who is the Executive Director of Finance
5 and Administration. Tom D'Amario, who's my
6 Assistant.

7 Q Can you spell that for me, please?

8 A D, apostrophe, A-M-A-R-I-O.

9 Q And is it like an Administrative Assistant?

10 A I mean that's his -- that's essentially his
11 role.

12 Q Okay. And just those three individuals
13 report to you directly?

14 A No.

15 Q Okay.

16 A The four; the, the three School Building
17 Principals: Brendan Sullivan;
18 Rebecca Long; Mike Mondello. And then, the
19 Associate Principal, who is Myra Monto.
20 And while she also reports to the Principal
21 of the middle school/high school, I'm
22 responsible for her Performance Review and
23 her development. Did I mention
24 Jennifer Lefferts, the part-time

1 Communications Manager?

2 Q Not yet.

3 A Okay.

4 Q You said Communications Manager?

5 A Um-hmm, part-time.

6 Q Okay. So what are the job duties for
7 Dr. Margo Ferrick?

8 A I would have to look at her job
9 description. I'll -- I can give you
10 generalities.

11 Q Yeah, give me the general responsibilities.

12 A She manages Susan Terban, who's the
13 Executive Director of Curriculum and
14 Instruction. She manages Dawn Trainor,
15 who's the Executive Director of Pupil
16 Personnel Services. She manages Adrian. I
17 don't remember Adrian's last name right
18 now. The HR Manager; she manages Amber.
19 What's Amber's last name? She changed it.
20 Oh, for the purpose of this conversation,
21 her name is Amber Ramos. But I know it
22 changed. Who is responsible for building
23 our Family Support Center, and who's
24 also --

1 Q So, did you say building or billing?

2 A Building.

3 Q Building.

4 A Yeah, she's creating, so essentially a
5 Family Liaison while, while also a support
6 administratively to Dr. Ferrick. And so,
7 through that, she was responsible for
8 special education, social and emotional
9 learning, support of curriculum and
10 instruction, Grants management, generally.

11 Q And what are Ms. Andrews' job
12 responsibilities?

13 A Mrs. Andrews is responsible for finance and
14 operations.

15 Q I understand that she initially had some
16 sort of Human Resources role. Is that
17 right?

18 A She -- yes, before -- well, she was the
19 point person for Human Resources. The, the
20 previous Superintendent outsources human
21 resources to a private company. And then,
22 we hired Adrian, who initially reported to
23 Mrs. Andrews. But unfortunately,
24 Mrs. Andrews was out frequently because of

1 medical and family medical. So we moved
2 the HR function under Dr. Ferrick. More as
3 a support of HR.

4 Q And I also understand she now has some
5 additional responsibilities for
6 transportation. Is that right?

7 A Yes.

8 Q Why is that?

9 A Because she's responsible for finance and
10 operations.

11 Q Who had the transportation responsibility
12 prior to Ms. Andrews?

13 A I don't know.

14 Q I also understand that you created the role
15 of Deputy Superintendent for Dr. Ferrick.
16 Is that right?

17 A I wouldn't say that's actually true.

18 Q Why not?

19 A Because the role was being played by the
20 Executive Director of Curriculum and
21 Instruction, Brendan Sullivan. He
22 functioned as a Deputy Superintendent. But
23 he did not have that title.

24 Q Is he still employed with the Town of

1 Saugus?

2 A Um-hmm, he was made the High School
3 Principal by the previous Superintendent.

4 Q So was he simultaneously occupying both
5 roles?

6 A No, I believe in the week before I came on
7 as Superintendent, the previous
8 Superintendent decided to move him into the
9 role of Principal.

10 Q And when was Dr. Ferrick hired?

11 A I'm not exactly sure of her date of hire,
12 but sometime in the spring of 2021.

13 Q Was anyone operating in that position or --
14 like functionally operating that position
15 in the interim between when Mr. Sullivan
16 left it and when Dr. Ferrick assumed that
17 role?

18 A No, I had the -- I put the
19 Assistant Executive Director of Curriculum
20 and Instruction. I promoted her to
21 Interim Executive Director of Curriculum
22 and Instruction, but had her actually do
23 the role of curriculum and instruction.

24 Q That's Ms. Terban, is it?

- 1 A Yes, Ms. Terban.
- 2 Q Okay. How do you determine how much money
3 to allocate to professional development?
- 4 A That's a wide question. Could you be a
5 little bit more specific?
- 6 Q Well, let's go back a step. How do you
7 determine what's necessary, in terms of
8 professional development?
- 9 A Do I have about five hours on that? You
10 look at, you look at the needs of the
11 School District based on student data, the
12 Educator workforce, School Leadership. You
13 look at what professional development
14 they've received in the past. You, then,
15 look at what they need to know how to do.
16 And then, you say, based on that -- based
17 on what they need to be able to do and what
18 they're able to do, what development might
19 they need.
- 20 Q And what? Do you have a list of what
21 priorities you identified for the Saugus
22 School District?
- 23 A I, I don't have a list. The -- I mean --
24 yeah, I don't have a list. The best

1 example of that list is really the
2 2019 DESE Report, which outlined very
3 specifically what the District needed.

4 Q And I understand one of those things was
5 the focus on -- and I'm paraphrasing,
6 because I can't remember the exact phrase
7 used in that Report. But consistent use of
8 data metrics across the system, the
9 District. Is that right?

10 A So if you're asking, like, what was a
11 primary need from the 2019 --

12 Q Right.

13 A -- DESE Report? There was multiple
14 indicators that would fall under data.

15 Q What do you mean by that?

16 A So, for example, in a School System that's
17 effective, you use Interim Assessments.
18 That's called an evidence-based practice.
19 You use Interim Assessments to monitor
20 student progress. So that's an example of
21 data.

22 Q What is your process for selecting
23 Professional Development Providers for the
24 District?

- 1 A Can you be more specific?
- 2 Q How do you choose where to spend Saugus'
3 money and what Providers to go with?
- 4 A Okay. That went even wider.
- 5 Q Sorry; I mean, I sort of need a big-picture
6 understanding of, like, I guess, how you
7 budget these things, right, because you
8 started out with a finite budget, right?
- 9 A Um-hmm.
- 10 Q So how do you decide, like, of the -- and
11 I'm making up a number, because I don't
12 know Saugus' actual budget.
- 13 A Um-hmm.
- 14 Q But of the \$2.5 million or whatever it is
15 that X is going to go towards professional
16 development for Principals, or X is going
17 to go toward professional development for
18 Teachers.
- 19 A Um-hmm.
- 20 Q So I'm just trying to --
- 21 A Yes.
- 22 Q -- sort of understand the bigger picture of
23 how that process works. Who's involved in
24 it? I'm sure it's not just you, alone.

1 But I just -- I need to sort of understand
2 that background.

3 A I see, thank you. That starts with
4 planning; so the School Committee sets the
5 goals for the District. So, for example,
6 one goal is that every student read by
7 age 8. In order to read by age 8, a
8 student needs to be exposed to -- or need
9 to be explicitly be taught phonics. So,
10 how -- you know, how to make -- how to
11 translate sound into language. Needs to be
12 taught through direct reading instruction;
13 needs to have access to instructional
14 materials that are on grade level. So
15 those are components of early literacy. In
16 order to read by age 8, a student must have
17 access to those. In order for a student to
18 have access to those, a Teacher needs to be
19 trained on how to teach phonics, on how to
20 teach to, you know, read explicitly, on how
21 to teach phonological awareness. So, two
22 things from professional development that
23 come out of that are how, how to teach a
24 curriculum and then how to teach phonics.

1 So those are two examples of training that
2 all Teachers who are -- teach early
3 literacy need to be exposed to. So then, a
4 School Committee goal is that all students
5 read by age 8. Then, that drives the
6 professional development Teachers, that
7 they are taught how to teach the reading.
8 And then, they're taught how to use the
9 curriculum. And that requires that we buy
10 a curriculum. And so, professional
11 development comes from working backwards
12 from the School Committee's goal for the
13 School District.

14 Q So, using that example, how do you
15 determine how, like, to budget? Like, what
16 do you determine the budget is, for, for
17 example, literacy --

18 A Um-hmm.

19 Q -- professional development?

20 A So that would be -- that is part of
21 strategic planning that is done with all of
22 the Principals, potentially Teacher
23 Leaders, potentially Instructional Coaches,
24 the Executive Director of Curriculum and

1 Instruction, the Executive Director of
2 Pupil Personnel, the Executive Director of
3 Finance, myself, the Deputy. So, it's
4 probably, in all, it's -- you know, it's
5 many people.

6 MR. LONG: Can I ask a clarifying
7 question, Sarah? Do you mean once the
8 School Committee has established a line
9 item in a budget, or --

10 MS. SOUSA: Well, let me -- I
11 don't -- so I'm not familiar with the
12 budgeting process that Saugus --

13 A Um-hmm.

14 MS. SOUSA: -- employs.

15 BY MS. SOUSA:

16 Q So, I mean, maybe if it's helpful for you
17 to explain that for me.

18 A Okay. That's a really wide question.

19 Q Well, once you have a budget, then, how do
20 you allocate, because my vague
21 understanding -- and you can correct me if
22 this isn't correct -- is that you submit a
23 budget that's based on proposed
24 professional development, including

1 whatever we've just discussed, the literacy
2 goal that was previously set.

3 A Um-hmm.

4 Q And then, the School Committee modifies it,
5 accepts portions of it --

6 A Um-hmm.

7 Q -- and returns it to you. Is that right?

8 A Um-hmm.

9 Q Okay. So --

10 A Yes.

11 MR. LONG: Yes.

12 A Yeah, generally yes. Not -- that's not a
13 -- those are not -- that's not the --
14 necessarily the whole process.

15 BY MS. SOUSA:

16 Q I'm sure there's like a lot of smaller
17 pieces that are involved --

18 A There are.

19 Q -- in that.

20 A But directionally it goes from the
21 School Committee to our Team.

22 Q But after you've proposed something or is
23 that not true?

24 A So the, the budget is actually set the

1 previous year. And that -- what that does
2 is that gives you the number of positions,
3 like number of -- like the human capital.
4 And then, the remaining piece of the local
5 education budget, and then part of the
6 operating budget will then be the, the
7 Grants that are specifically designated,
8 based on their function.

9 Q So your first year, were you operating on a
10 budget that had been set by the prior
11 Superintendent?

12 A Um-hmm.

13 Q And how much ability do you have to modify
14 what things were being spent on, under that
15 budget?

16 A That's a good question. I -- so how much,
17 like, could you just give me a clear --
18 could you clarify for me what you're
19 meaning?

20 Q Yeah, so, I mean, I assume that the prior
21 Superintendent would have identified
22 different priorities for, for example,
23 professional development --

24 A Um-hmm.

1 Q -- that you -- and you may have a separate
2 set of priorities. Are you able to
3 reallocate funds? And to what degree are
4 you able to reallocate funds?

5 A Um-hmm; I don't know the full process of
6 how the, the -- that budgeting works. My
7 -- that tends -- that was done by my
8 Executive Director of Curriculum and
9 Instruction. She was responsible for the
10 Grants management. And then, Mrs. Andrews
11 was, was responsible for the overall. But,
12 wait, ask me again.

13 Q Sorry.

14 MS. SOUSA: Can you repeat the
15 question and just reinsert --

16 THE REPORTER: Yes.

17 MS. SOUSA: -- it into the
18 record?

19 (Question played back.)

20 A Oh, oh. Okay. So, I think what you're
21 asking me is, in my first year, when the
22 budget was not mine, how did I allocate
23 funding?

24 BY MS. SOUSA:

1 Q Yes.

2 A Okay. So, I mean, I don't remember
3 completely. It's a lot of -- so, I, I --
4 what I do remember, for example, is the
5 previous Superintendent had a Contract as
6 he was leaving. He set up a Contract. It
7 was something between \$25,000 and \$40,000
8 with Ribas and Associates. Their main job
9 was to train the School Principals on how
10 to conduct Teacher observations. Their
11 principle Consultants, that's, I believe,
12 what she did. She did coaching and
13 training. And so, when I came in, I
14 inherited that Contract.

15 MR. LONG: Can you explain what
16 the purpose of the observations was in case
17 Attorney Sousa doesn't know about the
18 Evaluation System?

19 THE WITNESS: Oh, sure. So the
20 Massachusetts Department of Education uses
21 a Classroom Teacher Rubric.

22 And each Teacher is required to
23 be observed based on their classification
24 of Developing Teacher or

1 Professional Status Teacher.

2 And so, for example, the previous
3 Superintendent essentially outsourced that
4 function of training the Principals to this
5 Consultant.

6 And that's -- and work -- and
7 that person worked with the School Leaders
8 to do observe -- to teach them how to do
9 observations.

10 The process that she followed is
11 an outdated one. It does not -- it did not
12 serve the kids and the Teachers of Saugus.

13 So, I allowed that Contract to be
14 complete. But I trained. I -- the Staff
15 -- or I trained the School Leaders on how
16 to observe, using the Massachusetts
17 Department of Education framework for
18 effective teaching.

19 If the budget had an -- if the --
20 if -- yeah, that's -- and so, for example,
21 in the next year, we didn't renew that
22 Contract, which then allowed us to use
23 those monies based on different goals,
24 which were the goals of the

1 School Committee.

2 BY MS. SOUSA:

3 Q So, my question was more about -- and maybe
4 I need to step back even further about my
5 -- explaining my understanding of the
6 budget, is that, generally, when you create
7 a budget, it's pinned to certain line
8 items, right?

9 A Um-hmm.

10 Q You have X amount of money --

11 A Um-hmm.

12 Q -- to spend on purchasing curriculum,
13 right?

14 A Um-hmm.

15 Q X amount of money to spend on whatever it
16 is, afterschool programs. How much freedom
17 do you have to change, say, I guess, line
18 items when you became Superintendent?

19 A Oh, thank you. We are -- oh, I don't know
20 what the term is. I think it's -- I don't
21 know what the term is -- I think it's a, a
22 line item budget, which means that any
23 changes in the budget needed to be approved
24 by the School, the School Committee, if

1 they've changed categories. So, if, for
2 example, you and Mike retired, and, as a
3 result, we hired two other Teachers who
4 were less expensive than you and Mike, we
5 might be able to take that \$15,000 and use
6 it for another need, like snowplowing, if
7 the -- that, in that -- that needed to be
8 -- that would need to be approved, because
9 it was a change --

10 Q Okay.

11 A -- in sort of type.

12 Q I see. That's very helpful. Okay. Tell
13 me about the -- I don't want to butcher it.
14 The Leverage Leadership Institute that you
15 attended.

16 A Um-hmm, yeah. Leverage Leadership
17 Institute is designed -- it is part of the
18 Relay Graduate School of Education. The
19 Relay Graduate School of Education is a
20 national accredited Graduate School, a
21 nonprofit, that trains Teachers and
22 School Administrators in the methodology of
23 the leverage leadership, which is a book by
24 Paul Bambrick-Santoyo. Paul recognized

1 that he wanted to be able to expand
2 professional development to
3 School Districts and schools across the
4 country, but that the two Academies -- the
5 National Principal Academy Fellowship and
6 the newly forming National Principal
7 Supervisor Academy -- was just one way to
8 get at Principals and
9 Principal Supervisors. But Leverage
10 Leadership Institute was then designed to
11 train people who were already accomplished
12 Educators, who had student results that
13 were in the top 10 percent of their State
14 or District. And who had demonstrated
15 proficiency, expertise, in the Leverage
16 Leadership levers.

17 Q I'm sorry. What was the last phrase, the
18 Leverage Leadership --

19 A The levers.

20 Q The levers?

21 A Yes.

22 Q Okay.

23 A We're seven levers.

24 Q How long is the course?

1 A It's one -- I believe it was one
2 schoolyear.

3 MR. LONG: Can you explain to me
4 what the levers are and what their purpose
5 was?

6 THE WITNESS: So lever would be
7 data-driven instruction. Lever would be
8 observations and feedback.

9 Another lever is student culture.
10 Another lever is Staff culture. I don't
11 ever remember the other three, because
12 those were really the ones I was -- those
13 are the top.

14 BY MS. SOUSA:

15 Q What professional development did Relay
16 provide for the District, since you've
17 become Superintendent?

18 A Um-hmm; Relay -- August of 2021, Relay did
19 two sessions: one on data-driven
20 instruction; and the second on student
21 culture, equity-based culture.

22 Q Why did you select Relay Graduate School to
23 provide that professional development?

24 A Um-hmm; the DESE Report indicated that the

1 Saugus Public Schools did not have any
2 systems for data-driven instruction. And
3 it spoke to disparities, be -- between the
4 -- how the elementary schools functioned
5 and the middle school/high school
6 functioned, in terms of expectations for
7 students.

8 Q I'm sorry. Can you explain to me what
9 data-driven instruction is, using layman's
10 terms as much as possible?

11 A Sure. Data-driven instruction means that
12 you assess what students know, based on
13 standards -- Massachusetts standards, based
14 on the grade level that they're in, to
15 determine what they need to know in any
16 given school year. So, you assess. You
17 teach, based on -- you plan your, your plan
18 your teaching based on what kids need to
19 know, versus not what they already know,
20 because some kids are advanced. Some kids
21 are behind. And then, you plan
22 instruction. And then, you assess whether
23 they learned it.

24 Q And so, the assessment is the data,

1 theoretically, or --

2 A Yes.

3 Q And was there a standardized test across
4 Massachusetts, or does Saugus have a
5 specific test that it employs?

6 A Every Massachusetts Public School -- or I
7 believe, every Massachusetts Public School
8 takes the Massachusetts -- takes the MCAS.

9 Q MCAS.

10 A Yeah.

11 Q So why did you identify Relay as a Provider
12 of this professional development, as
13 opposed to another Provider?

14 A Um-hmm; I've worked with Relay in previous
15 Districts. And that was a particular area
16 of expertise. I was not familiar with
17 other Providers that had the same specific
18 expertise.

19 Q What other Districts did you work with
20 Relay in?

21 A I worked for the Denver Public Schools.
22 And I worked for the Knowledge is Power
23 Program.

24 Q That's the KIPP that you referenced

1 earlier?

2 A Um-hmm, the national network of, of over
3 about 200 schools. Denver had 191.

4 Q And did you consider any other Entities to
5 provide those professional development
6 services?

7 A I, I don't recall.

8 Q And so, other than the two sessions that
9 were provided in 2021, did Relay provide
10 any off the record professional development
11 that you're aware of during your tenure at
12 Saugus?

13 A Four, four School Lead -- four
14 School Administrators attended the
15 leadership development programs provided by
16 Relay. Or they are attending.

17 Q Is that that Leadership Leverage Institute,
18 or is that separate?

19 A That's separate. National Principal
20 Academy Fellowship, the two Principals.

21 Q Okay.

22 A National Principal Supervisor Academy, the
23 two Central Leaders who work with
24 Principals.

1 Q Do you know how much the District paid to
2 Relay for the 2021/2022 schoolyear? We
3 will do it by schoolyears.

4 A I would have to look at that. I don't
5 know.

6 Q Do you know how much the District paid to
7 Relay in the 2022 to 2023 schoolyear?

8 A I believe the -- I believe the, the tuition
9 for the Academies was \$14,000 per person.
10 So it would be 14 times that number.

11 Q How does the amount of money paid to Relay
12 compare to other Professional Development
13 Providers, paid for by the District?

14 A Could you be more specific?

15 Q I can rephrase it. But I don't know if I
16 can be more specific. So, I think we're
17 doing quick math and it's not my strong
18 suit. But something like \$56,000 for the
19 four --

20 A Um-hmm.

21 Q -- Administrators to -- or two Principals
22 and two Central Leadership Members to go to
23 that Academy. How does that amount of
24 money compare to any other individual

1 Provider that was paid for -- sorry. How
2 does that amount of money compare to any
3 other payments made to one single Entity
4 that provided professional development
5 services?

6 A Oh, that's a good question. I, I wouldn't
7 know what the comparables are. I'll give
8 you an example. I considered the Lynch --
9 the, the Lynch Principal Academy, I think
10 it's called. I forget what it's called. I
11 had a call with their Director last summer.
12 And that one was \$25,000 per person. So,
13 that's the comparable that I'm familiar
14 with.

15 Q Have you ever performed any work for Relay
16 Graduate School?

17 A I have. I was a Instructional Support
18 Person for their intersession as part of
19 their Academies.

20 Q What do you -- so what does that mean?
21 What's Instructional Support Person?

22 A I don't know, broadly, because I'll just
23 tell you --

24 Q What does it mean, in terms of Relay and

1 what you did?

2 A Oh, I flipped the slides.

3 Q Were you paid for that work?

4 A I was paid for that work.

5 Q How much?

6 A That was \$500 per session.

7 Q How many sessions did you attend?

8 MR. LONG: Can we get a timeframe
9 on this, please?

10 MS. SOUSA: During her tenure at
11 Saugus.

12 A Oh, so I did that role twice. I did that
13 in February of 2022. And then, in the
14 summer of 2022, I served as a Coach during
15 their Academy Triathlons.

16 BY MS. SOUSA:

17 Q And is that different than the
18 Instructional Support Person?

19 A Yes.

20 Q And what did you do as a Coach for their --
21 did you say Triathlon?

22 A Um-hmm. A Triathlon is where a person
23 going through the Academy practices using
24 the tools. So, they're -- it's their first

1 try at it. And they practice, for example,
2 a weekly data meeting, where they look at
3 student work, do an analysis of that
4 student work, and then practice. They
5 roleplay leading the week data meeting.
6 And it's usually at least two Participants,
7 so that there can be a roleplay. So -- and
8 I provide -- as a Coach -- I provide
9 feedback on their use of the tool.

10 Q And was that also paid at that \$500-a-day
11 rate?

12 A No, I would have to go back and look at
13 what that was. That broke down. It was
14 less than \$500. It was -- yeah, I don't, I
15 don't recall the -- I want to say it was in
16 the 300 range. But I don't ex -- I don't
17 remember.

18 Q And how many times did you do that?

19 A I think I did that for four or five hours,
20 between June and July of 2022.

21 Q That's a total of four to five hours
22 between however many days?

23 A Correct. They do what's called a Wave.
24 And so, I just did. They needed people to

1 fill in the Waves. And I, I know. It's
2 got this whole Triathlon, like --

3 Q Every sphere has their own lingo.

4 A Yes.

5 Q So --

6 A And so, they were, they were missing. They
7 were short of people. And so, I'm, I'm a
8 dinosaur in the field, because I was the
9 second cohort of the Letters Lead --
10 Leverage Leadership Institute. There's --
11 I think they're on nine or ten now. So I,
12 I, I was called deeply off the bench.

13 Q Did you use vacation days for those to
14 perform those services?

15 A I need to walk back through that. So when
16 I did instructional support in February, I
17 planned to use vacation days for the 3rd
18 and the 4th. I recall having a
19 conversation with the HR Clerk about hours,
20 not days, because the MUNIS system, you can
21 do it by hours. And I don't call, but I
22 believe I was -- I ended up getting sick
23 with what I thought was COVID. I was the
24 COVID Czar for the District. Yeah, so, I

1 believe I got sick with COVID. I can't
2 tell you whether I went back to the
3 HR Clerk or not to tell her that I had --
4 was sick. I do remember trying to get
5 someone to take my place, because I was
6 sick. And the next day, I believe we had a
7 snow day, February, because there was a
8 major storm -- snowstorm in the northeast.
9 And then, in June, I believe I used
10 vacation. I don't recall. I would have to
11 go back and look at my Attendance Record.
12 And then, in July, I don't believe I did,
13 because it was out of schooltime.

14 Q This is probably not particularly helpful
15 to you with refreshing your memory because
16 it's only for the 2022/2023 schoolyear.

17 A Um-hmm.

18 Q But do you know if one of those July dates
19 was one of the dates you performed the
20 Relay services?

21 A I mean, July 28th, I would have done.

22 MR. LONG: Can we get something
23 on the record about what these notations
24 mean for Reason? Like, I don't know what

1 professional day.

2 I, I -- there's a bunch of
3 professional days here. I don't know what
4 that all means.

5 MS. SOUSA: Yeah.

6 BY MS. SOUSA:

7 Q I mean, feel free to look over this
8 document as much as you'd like. And if you
9 have any explanation of it, be happy to --
10 I think you should also confirm that
11 everything in it is accurate, when you do
12 take a look at it.

13 MR. LONG: So, just so the
14 record's clear, Sarah, you understand that
15 she's been locked out of her access.

16 MS. SOUSA: Right, I understand
17 that.

18 MR. LONG: Number 1; number 2, so
19 has not seen this record. You're free --
20 obviously free to examine on it. But --

21 MS. SOUSA: Yeah, and I
22 understand that this is a printout from
23 March 10th, 2023. It reflects the -- her
24 paid administrative leave from January of

1 2023 through that date, through the
2 beginning of March.

3 MR. LONG: Actually, the entry
4 for the paid leave begins a day before it
5 actually happened.

6 (Asides)

7 A I mean, this is confusing to me, because I
8 have a full day, professional day on the
9 28th. And then, it shows professional and
10 personal. So I don't know what it is.

11 BY MS. SOUSA:

12 Q So you've never seen a record like this
13 before?

14 A No, this is very odd. I mean, I -- let me
15 say it differently. I have seen a record
16 like this in the past. But I don't recall
17 it. This, this seems to be oddly done.

18 Q Are there any other dates that you think
19 are inaccurately reported?

20 A I don't know. I'd have to go back and look
21 at my calendar. The Clerk periodically got
22 things wrong. So, I, I would go back to
23 correct her. But I don't, I don't recall.

24 Q Was that Adrian or was that someone else?

1 A That's Linda Belmonte is the HR Clerk. So,
2 it seems like she's -- I don't know. Her
3 coding sometimes is -- I don't know.

4 MR. LONG: Do you mind if I ask a
5 question?

6 MS. SOUSA: Sure, go ahead.

7 MR. LONG: Thank you. So, in
8 your Doctoral Program at Boston College --

9 THE WITNESS: Uh-huh.

10 MR. LONG: -- can you explain
11 what the commitment of time is for the
12 summer?

13 THE WITNESS: It's two weeks from
14 -- it's two weeks.

15 MR. LONG: And is that reflected
16 on this document? It hasn't been given an
17 exhibit number yet, but it's the Staff
18 Attendance History dated March 10, 2023.

19 THE WITNESS: Yeah, Mike. I'd
20 have to go back and look at the actual days
21 on the calendar.

22 So I don't know if this lines up
23 correctly. Two, three. Because then it
24 seems odd, because it starts.

1 It was 12, 13. I don't know
2 where 14 would go. Oh, that's M-A-S-S.
3 That's what that is.

4 So, seven, oh, professional. And
5 school, one, two, three, four, five. Two.
6 Yeah, these are off. I don't know, because
7 it's -- I don't -- I -- one, two, three.
8 Oh, she just double-counted. She did that
9 wrong. Didn't have one on the 14th.

10 One, two, three, four. Yeah, so
11 that would be somewhere between the 18th
12 and the 29th would have been my two weeks
13 of professional development.

14 BY MS. SOUSA:

15 Q In August of 2022?

16 A No.

17 Q Oh, July.

18 A In July.

19 Q So two weeks of professional development at
20 BC?

21 A Um-hmm.

22 MR. LONG: And when you say
23 professional development, you mean your
24 Doctoral Program, correct?

1 THE WITNESS: Yes.

2 MR. LONG: Okay.

3 THE WITNESS: My Doctoral
4 Program.

5 BY MS. SOUSA:

6 Q Sorry, you say the 18th to --

7 A The 20 --

8 Q -- the 28th, roughly?

9 A The 29th; it's two, two weeks. So I don't
10 know why that's marked that way.

11 Q So do you still think the Relay work was on
12 the 28th?

13 A I believe it was. But it was also in the
14 afternoon. So would have been sort of out
15 of District time.

16 Q Did you provide anybody on the
17 School Committee with notice about the work
18 you were performing for Relay?

19 A Um-hmm.

20 Q Who? You have to say -- sorry, need a --

21 A Yes.

22 Q -- verbal answer.

23 A Yes, I had conversations with
24 Tom Whittridge, who is the Chair of the

1 School Committee.

2 Q When did he stop being the Chair of the
3 School Committee?

4 A You know, his wife died. I think she died
5 on Thanksgiving.

6 Q Of 2022?

7 A No, of 2021. So, sometime in May of 2022,
8 but I don't recall.

9 Q And do you recall when you had your
10 conversation with him?

11 A We talked often.

12 Q So it was just verbal notice?

13 A Um-hmm.

14 Q Sorry, I need you to verbalize it.

15 A Yes.

16 Q Have you done --

17 A That was --

18 Q Sorry.

19 A No, that's it. Go ahead.

20 Q Have you done any other consulting work,
21 other than Relay, during your tenure at
22 Saugus?

23 A During my tenure in Saugus, during the
24 '21/'22 schoolyear, I coached

1 Patrick Jones.

2 Q What did you do for that work?

3 A I coached him.

4 Q And who's Patrick Jones?

5 A He was a client of mine before I started at
6 Saugus.

7 Q And how much money? Were you paid for that
8 work?

9 A I was.

10 Q How much?

11 A I believe I was paid \$3500.

12 Q Okay. Is that the Promise Prep Invoice
13 that was produced --

14 MR. LONG: Could we go --

15 BY MS. SOUSA:

16 Q -- yesterday?

17 MR. LONG: -- off the record for
18 a minute, Sarah?

19 MS. SOUSA: Sure.

20 (Off the record at 3:17 p.m.)

21 (On the record at 3:24 p.m.)

22 MS. SOUSA: You just let me know
23 when you're ready.

24 THE REPORTER: Back on the

1 record, 3:24.

2 MS. SOUSA: When we went off the
3 record, I received a 1099 to
4 Superintendent McMahon from the Mind Trust
5 for \$3500, which I understand represents
6 the payment made for the coaching by
7 Patrick Jones.

8 BY MS. SOUSA:

9 Q Is that right?

10 A Yes.

11 Q And when did this -- and I might be
12 repeating what we said before the break.
13 But when did you check Patrick Jones?

14 A During the 2021/2022 school year.

15 Q Do you know approximately what months or
16 dates?

17 A Once a month on the weekend.

18 Q Did you provide --

19 A Typic -- typically on the weekends.
20 Sometimes it would be in the evening.
21 Sometimes it could be early morning. He
22 was also in a Doctoral Program. So, I
23 worked around his schedule, too.

24 Q Did you provide notice to the

- 1 Committee Chair about that work?
- 2 A I did.
- 3 Q And that was Tom Whittridge at the time?
- 4 A Correct.
- 5 Q And was that written notice or verbal
- 6 notice?
- 7 A Verbal.
- 8 Q All right. I understand Saugus hired a
- 9 Consultant need Chi Tschang. Is that
- 10 right?
- 11 A Yes.
- 12 Q How do you know Mr. Tschang?
- 13 A I met Mr. Tschang in the Leverage
- 14 Leadership Institute in 2015.
- 15 Q And what work did he perform for Saugus?
- 16 A He provided coachings (phonetic) to, to the
- 17 two Principal Managers who were going
- 18 through the National Principal Supervisor
- 19 Academy, so Margo Ferrick and Susan Terban.
- 20 And then, he provided training on weekly
- 21 data meetings and weekly planning meetings
- 22 to Data Team Leaders, Data Team
- 23 Specialists, School Principals,
- 24 Instructional Coaches.

- 1 Q Why did you select Mr. Tschang to perform
2 that professional development?
- 3 A Mr. Tschang was recommended to me by the,
4 the Head of the National Principal
5 Supervisor Academy and the National
6 Principal Academy Fellowship. She was the
7 Head of the Leadership Development
8 Programs. Mr. Tschang was a Co-Author of
9 the weekly planning meeting protocols and
10 was considered a -- one of the top
11 Graduates of the Leverage Leadership
12 Institute.
- 13 Q We've used this a few times now. But what
14 is a weekly data meeting? And then, what
15 is a weekly planning meeting?
- 16 A This is where we have five hours again.
17 So, if you have the files we've submitted
18 to you, I can show you.
- 19 Q I should. Do you know which one it is?
- 20 A It would be called the Saugus Instructional
21 Rainbow Guide.
- 22 Q Do you know what tab that was, by chance?
- 23 A I don't.
- 24 Q What was it? Sorry, it's the --

1 MR. LONG: It's 1.5.

2 THE WITNESS: Mike, if you could
3 handle it to me, I'll --

4 MR. LONG: Oh, it's --

5 THE WITNESS: -- pull it out --

6 MR. LONG: -- over here.

7 THE WITNESS: -- for

8 Attorney Sousa.

9 (Asides)

10 A So if you go to the middle of 1.5, I can
11 start showing you. Would it be helpful if
12 I used this for you?

13 BY MS. SOUSA:

14 Q Well, 1.5 is -- how many pages is it, just
15 so I know like what -- where the ref -- I
16 just have one -- I'm right on 1.6 But --

17 A So, if you go into 1.5 and then you go
18 into, like, right behind Section 2 of 1.5.
19 It looks like this.

20 Q One second, this is --

21 A It starts with this.

22 Q -- weekly.

23 A I can come around and show you, if that's
24 most helpful.

1 Q Sorry, what does it say on the top again?

2 A It says Weekly Data Meeting Process
3 2022/2023. What precedes it are all the
4 Principal Action Steps. If you've hit
5 Principal Action Steps, you know you're on
6 the right direction.

7 Q Okay. (Mumbling to self). I don't -- I
8 may not have it with me.

9 A Okay. I'll -- I can --

10 Q In the interest of expediency, I think
11 maybe I'll just look at your copy.

12 A Okay. I'll come around. Is that okay --

13 Q Yeah.

14 A -- to come around?

15 Q That's okay.

16 A Okay. I'm -- I, I -- it might actually be
17 easier if we do it over here.

18 Q Sure.

19 A Because the wheelchair --

20 MR. LONG: Can you hear them
21 okay?

22 THE REPORTER: You just speak up
23 a little bit.

24 THE WITNESS: Okay.

1 A So this is what the Coaches created. This
2 is the process.

3 BY MS. SOUSA:

4 Q And the Coaches being --

5 A We have five Instructional --
6 District Instructional Coaches. And so,
7 this is the process that they set up.

8 THE REPORTER: I'm sorry. Do you
9 mind just speaking up a little bit more?

10 THE WITNESS: I, I am softspoken.

11 A For organizing and executing the process,
12 because there's a, there's a process. And
13 then, there's a process to implement the
14 process. Okay. So, this tells people what
15 to do. This tells the Data Team Leader and
16 the Data Team Specialist how they sort the
17 assignments. They determine the gap in
18 student understanding based on the
19 standard. They create what's called a
20 Know-Show Chart, what students need to know
21 and be able to do. And then, there's a
22 process for during the meeting. And then,
23 there's a process that they do after the
24 meeting. So the Coaches developed this

1 because protocol, itself, is very dense.
2 And they were trying to help people
3 understand, because the Coaches were
4 trained for a full year on the process.
5 Before this year, we were having every
6 grade and every subject were on the
7 Data Team. So we had anywhere between 36
8 and 36 Data Teams.

9 BY MS. SOUSA:

10 Q Okay.

11 A And so, this data -- this meet -- this is
12 the actual protocol of a weekly data
13 meeting, where you lead a Team of Teachers
14 to analyze student work. And while it's
15 called weekly, it's often so dense that you
16 actually break it down so that it's -- what
17 we did is we shifted from doing it weekly
18 to doing it every other week, because what
19 we realized -- sorry. So during -- let me,
20 let me -- I, I don't want to go too deep.
21 Will you keep me at the right level?

22 Q (No audible reply).

23 A But you prepare the student work. You
24 identify students' critical mass of error.

1 You script your protocol. You put the
2 Know-Show Chart for what a student needs to
3 know and be able to do. You put that up.
4 And then, you lead a Team of Teachers and
5 you start with, Sarah, last week, we
6 planned to reteach Standard RL1.1. And we
7 went from 65 percent of kids proficient to
8 80 side -- 85-percent proficient. Nice
9 job; what did you do to achieve this goal?
10 Right; so then we say, today, I want to
11 dive into RL1.2, which is ask-and-answer
12 questions. And the following assessment
13 items where they struggle, and then we
14 would lead them through then looking at
15 this -- the -- at the Teachers' thought was
16 the example of how the work should be. And
17 then, we look at the gap between the
18 student work and the Teacher work. And
19 then, we -- it's -- look at overall what
20 was the critical mass of error. And then,
21 we discuss the conceptual understanding.
22 What did they not know? And the procedural
23 understanding: what did they maybe not
24 show yet on their paper? And then, we plan

1 for reteaching for eight to ten minutes in
2 the next class. Some Teachers get up and
3 practice that teaching. And we use one of
4 a handful of different structures of
5 reteaching. This provides feedback on
6 that. This is what a Coach provides
7 feedback on. These are the reteaching
8 structures. So, I --

9 Q And --

10 A Did I answer the question?

11 Q Okay. Yeah, yeah. Okay. And that's --

12 MR. LONG: So could we just have
13 the record reflect that the witness is --
14 was, was examining document behind Tab 1.5
15 which was produced in response to a Request
16 for Documents from Attorney Sousa's office?

17 BY MS. SOUSA:

18 Q Did you have a personal relationship with
19 Mr. Tschang before you hired him?

20 A I knew Mr. Tschang. Wait, let me -- could
21 -- would you clarify that question for me?

22 Q I understand that you went to the
23 Leadership Institute together. Did you
24 have any sort of social relationship with

1 him outside of that?

2 A I did not.

3 Q Were you aware at the time that you hired
4 him of the allegations made at his -- by
5 his prior -- or at his prior employment?

6 A I was not.

7 MR. LONG: Can we clarify for the
8 record what the so-called allegations are?

9 MS. SOUSA: I think there were
10 allegations of misconduct related to
11 students.

12 BY MS. SOUSA:

13 Q If you want to testify if you know now, I
14 mean, you're welcome to. But --

15 MR. LONG: Is this in reference
16 to the allegations from Kip Fresno from
17 2010?

18 MS. SOUSA: Yes.

19 THE WITNESS: Actually, I believe
20 it was earlier than that. But -- yes.

21 MR. LONG: Or was it 2006?

22 THE WITNESS: I don't remember.
23 I don't recall.

24 MS. SOUSA: Okay.

1 BY MS. SOUSA:

2 Q Did you have any input in the Proposal that
3 he provided to you, or the Contract that he
4 provided to you?

5 A I discussed with him what, what I saw were
6 the deficiencies with the two
7 Principal Managers, where they needed
8 support.

9 Q Okay. I'm going to hand you an email
10 that's dated September 30th, 2022,
11 2:45 p.m. It's from you to Mr. Tschang
12 copying Ms. Andrews, Ms. -- Dr. Ferrick,
13 and Ms. Terban. The subject is One of Two
14 Emails. The relevant portion is the
15 attachment, which has the signed Contract.

16 A Um-hmm.

17 Q How did you determine how many hours was
18 necessary for Mr. Tschang?

19 A I don't remember the specifics. But what I
20 would say generally is the -- let me think
21 about that. What -- so Dr. Ferrick got
22 COVID the week of July 11th to the 15th,
23 which is when they were in training in New
24 York. And so, she didn't complete the

1 Triathlon at the end of that. Ms. Terban
2 also struggled with that assignment. And
3 so, I believe the first part was to support
4 both of them in completing the Triathlon,
5 because they were required to do that in
6 support of their participation in the
7 National Principal Supervisor Academy.

8 Q So that relates to the six hours identified
9 on 09/15?

10 A Um-hmm.

11 Q Okay. Just yes or --

12 A That -- yes, that would be -- that was the
13 -- yes, they were, they were struggling.
14 Dr. Ferrick has a social work background.
15 And Ms. Terban just hasn't received
16 professional development in this capacity.
17 And then the ongoing work was an, was an
18 estimate of working with, I believe, our
19 Leadership Team, our broader Team, because
20 it requires a vertical alignment. So this
21 is a system.

22 Q Do you know why he estimated the project to
23 be 99 -- \$9,999?

24 A I believe that's what we had left in

1 Title I money.

2 Q Were you concerned at all that the
3 estimated cost that's listed in the -- that
4 bottom bullet point was not consistent with
5 the estimated hours in the proposal?

6 A It, it was an estimate. So it wasn't that
7 I -- I was told by my Team how much money
8 we had. And I worked within those
9 parameters, generally.

10 Q So did you tell Mr. Tschang that you had
11 \$999,000 available and is that what --
12 yeah, did you tell Mr. Tschang that you had
13 nine -- or the District had
14 \$999,000 available?

15 A No, I believe he actually gave me a
16 proposal for \$10,000. And I believe what I
17 said to him was, I don't think we have \$10
18 -- \$10,000. This work would be around
19 \$10,000 as an estimate. However, we had, I
20 believe, if I recall correctly -- and
21 again, this is just on my memory. I
22 believe we had \$9,999. So it was an
23 estimate, which is typical.

24 Q What did Mantra Education -- what

1 professional development work did

2 Mantra Education provide?

3 A Man --

4 Q Sorry, this is just a listing.

5 A Sure; Mantra Education provided -- that was
6 the professional development organization
7 that provided PD on the weekly data meeting
8 dur -- and strategic planning during the
9 '21/'22 schoolyear.

10 Q So how did that work differ from what
11 Mr. Tschang was provided?

12 A That was done by primarily Jesse Corburn
13 (phonetic), who was also an Alumni of the
14 Leverage Leadership Institute. He, he
15 worked with the five Instructional Coaches
16 and our four School Leaders, and I believe
17 Mrs. Terban, and I believe Mrs. Trainor on
18 learning the basics of data-driven
19 instruction. So, learning how to do --
20 it's a sequence. So, first you do interim
21 analysis, which is every six weeks. And
22 you do that to create a skeleton. And
23 then, he moved on to train those people in
24 the basics of the weekly data meeting.

1 Q So, Mr. Tschang's professional development
2 was more advanced offerings for the weekly
3 and planning data meetings, or --

4 A He --

5 Q -- weekly data -- weekly planning?

6 A There's weekly data and then there's weekly
7 planning.

8 Q Okay.

9 A Weekly planning was developed in the last
10 three or four years because it was
11 recognized that you couldn't do data
12 analysis of student work if a Teacher
13 hadn't planned for the lesson, because you
14 couldn't measure what hadn't been planned
15 for. So, Mr. Tschang was a Co-Author of
16 that weekly planning meeting protocol. And
17 he went through the Leverage Leadership
18 Institute twice, and was seen as just a --
19 among the most precise and, and best at the
20 weekly data meeting and the weekly planning
21 meeting. When Margo and Susan came back
22 from their summer training, they told me
23 that, that our protocols were out -- very
24 outdated and that we needed, we needed to

1 step up.

2 Q And at that point, did you -- and that's
3 when you reached out to woman who's the
4 Head of the National Principals --

5 A Yes.

6 Q Okay. National Principals Supervisors
7 Academy?

8 A Um-hmm, I didn't reach out onto her -- to
9 her until after I came back from vacation,
10 or until like -- or sometime during August.
11 I -- and somewhere in that timeframe.

12 MR. LONG: What's that person's
13 name?

14 THE WITNESS: Her name is
15 Rebecca Hutton.

16 MS. SOUSA: Okay.

17 BY MS. SOUSA:

18 Q When Mr. Tschang submitted his initial
19 invoice, did you ask him to submit both
20 itemized invoices and non-itemized
21 invoices?

22 A No.

23 Q Do you know why he did that?

24 A No.

- 1 Q Do you ever ask him to submit anything as a
2 daily rate?
- 3 A I did not.
- 4 Q Did someone else?
- 5 A I believe so. But I -- I'd have -- I don't
6 -- I'm not -- I don't recollect.
- 7 Q And just for the sake of clarity, you
8 didn't instruct anyone to ask him to submit
9 things as a daily rate?
- 10 A No. I believe daily rates are require -- I
11 -- actually, I'm not going to speak
12 out-of-turn what I don't know. So --
- 13 Q Okay. Who primarily handled communications
14 with Mr. Tschang about invoices?
- 15 A I primarily handled -- well, that's not
16 true. I would have to look at our
17 communication. It probably -- I believe
18 Margo and I both communicated with
19 Mr. Tschang. So I, I can't speak to who
20 primarily did it.
- 21 Q And once he submitted an invoice, what was
22 the process for getting that paid?
- 23 A I forwarded that to Mrs. Andrews.
- 24 Q Did you inspect them in any way?

1 A I generally, I generally inspected all of
2 our consulting -- or all of our Vendor
3 invoices as part of, you know, routine
4 procedures. For example, the Attorney
5 would submit his, his hours for the month.
6 And I'd go through and check that. And I
7 noticed all the phone calls from the
8 School Committee Chair who liked to call
9 him a lot.

10 Q Is that the current School Committee Chair
11 or the prior School Committee Chair?

12 A The current School Committee Chair.

13 MR. LONG: So your -- what is
14 your answer to the question, that, that you
15 don't have a recollection of inspecting
16 his, but that your general practice is that
17 you looked at them all? Or, or --

18 THE WITNESS: I --

19 MR. LONG: -- did you recall
20 inspecting his?

21 THE WITNESS: No, my general
22 practice is that I looked at --

23 MR. LONG: Okay.

24 THE WITNESS: -- all of --

1 MR. LONG: Okay.

2 BY MS. SOUSA:

3 Q Did anyone raise any concerns about any
4 specific invoices that he submitted?

5 A I can't recall that.

6 Q Do you recall anyone raising any concerns
7 that he had submitted documentation seeking
8 reimbursement for alcohol?

9 A You know, I don't recall specifically. But
10 I know that Pola and it -- had a Policy of
11 not reimbursing for alcohol -- or that we
12 didn't have a Pol -- we had a Policy for
13 not reimbursing.

14 Q But you don't recall any specific
15 conversations, as they related to
16 Mr. Tschang?

17 A I don't recall that. I do recall, I think
18 he had a beer on one of his. But I don't
19 recall. I mean, I don't, I don't recall
20 specifically.

21 Q Do you know if he was ultimately
22 reimbursed, or if you ever spoke to him
23 about that?

24 A I don't recall that.

1 Q Do you know if you forwarded the email that
2 contained the receipt that the alcohol to
3 Pola Andrews for payment?

4 A You know, I don't recall.

5 Q Did Pola Andrews have any direct
6 communication with Mr. Tschang with respect
7 to his invoices?

8 A I wouldn't know that.

9 Q Okay. So these are sort of hard to read,
10 because of the size. But this is
11 October 29th, 2022 email from Mr. Tschang
12 to Dr. Ferrick copying you. It was
13 addressed, "Hi, Margo and Erin", attaching
14 his October consulting work invoice. It
15 indicates that he has both a itemized
16 version and a non-itemized version. In the
17 itemized version, it shows 25 hours of
18 work. It's the third page. The fourth
19 page in, it's -- looks like -- it says,
20 Excellence Reflex Consulting, Invoice
21 Number 2 -- or Invoice Number 2, Excellence
22 Reflex Consulting, October 31st, 2022.

23 A Um-hmm, so what is your question?

24 Q So my question is it shows 25 hours of

1 work, right? On the bottom, it lists
2 consulting fees and then has dates for the
3 hours that he performed?

4 A Um-hmm, I see that.

5 Q Do you know if that's an accurate
6 accounting of the hours that he performed
7 professional development?

8 A I would have to look back at the
9 Professional Development Agendas to know
10 that.

11 Q Who has access to those now and where are
12 those maintained?

13 A Those are maintained. The -- I think those
14 actually were provided. Those would also
15 be, I mean, the -- typically, the calendars
16 don't always accurate -- you know, don't
17 always add up. But I, I don't know the
18 answer to that.

19 Q Okay. And did you look at these receipts
20 when you received them? On the -- they're
21 the same, I think -- on the fifth, the
22 final page, and the third page.

23 A I don't recall looking at them, because I
24 believe we actually did not pay for travel.

1 So, I, I don't -- actually I -- let me not
2 say what I believe. I don't know the
3 answer to that. So --

4 Q Why did you think that you didn't pay for
5 travel?

6 A Because I believe I'd have to look back at
7 his Contract; yeah, I guess not including
8 travel costs. So --

9 MR. LONG: So, can you just be
10 clear as to what document you're referring
11 to?

12 THE WITNESS: So I'm referring to
13 the Excellence Reflex Consulting Contract.
14 And --

15 MR. LONG: Is there a date on it?

16 THE WITNESS: September 8th.

17 MS. SOUSA: But I think it was
18 signed on the 30th, given the email
19 transmission on the front of that packet.

20 BY MS. SOUSA:

21 Q It's -- the Contract, itself, is dated
22 September 8th. But it was returned to
23 Mr. Tschang on September 30th?

24 A Um-hmm.

1 Q And this is a second email. This one is
2 dated November 2nd, 2022. It's only to
3 you. It's an October invoice. It's the
4 same amount as the prior invoice we were
5 just looking at, but it says 38 hours of
6 consulting --

7 A Um-hmm.

8 Q -- work. Do you know why that number
9 changed from 25 to 38?

10 A I don't know the answer to that.

11 Q Do you know if he was ultimately paid for
12 38 hours of work?

13 A I don't.

14 MR. LONG: Sarah, I'm sorry for
15 interrupting. Can we just keep the
16 documents straight? I, I -- so, the -- I
17 think you were -- were you referencing that
18 the second time?

19 MS. SOUSA: The second one, the
20 November 2nd, 2022 email. Yes.

21 BY MS. SOUSA:

22 Q Do you know if you ever asked -- or do you
23 recall if you ever asked Mr. Tschang about
24 the change in the number of hours?

1 A I don't recall that.

2 Q And so, sorry. I just want to go back a
3 second, because I understand that you and
4 Dr. Ferrick split responsibilities to some
5 degree with respect to receiving the
6 invoices from Mr. Tschang. How does it get
7 from one of you two to Doc -- Mrs. Andrews?

8 A Generally one of us forwards it to her.

9 Q Okay. And then, without anything else,
10 it's just the straight invoice. There's
11 nothing else attached to it, or --

12 A No, it's generally we -- when I get an
13 invoice from a Vendor, I, I forward it to
14 Mrs. Andrews.

15 Q Okay.

16 A Typically.

17 Q And in this instance, do you know if that
18 happened with respect to Mr. Tschang?

19 A I, I don't recall. It was many months ago.

20 Q I'm handing you an email from you to
21 Pola Andrews dated December 20th, 2022 with
22 earlier emails in the chain. But the
23 subject is Forward: Error in 11/30
24 Billing. And in the first email, on the

1 bottom-most email on the first page, you
2 indicated to Mr. Tschang that there was an
3 error in his bill where he worked 28 hours,
4 not 24?

5 A Um-hmm.

6 Q Do you know on which dates he worked those
7 additional hours?

8 A I don't recall.

9 Q This is the earlier version of the bill.
10 Does it refresh your recollection, looking
11 at the consulting fee which indicates the
12 24 hours? Here, this is the earlier
13 version of it. Does that refresh your
14 recollection as to what dates he performed
15 the additional eight hours of work?

16 A Actually, no. I would have to go back
17 through my calendar and look. I don't,
18 don't know the answer.

19 Q How would you identify it on the calendar?

20 A It may be that the -- I mean, typically
21 Consultants would do work onsite. They
22 would do work offsite. Might have been
23 preparation work that they did; I don't
24 know.

1 Q So -- but if you were going to identify it
2 on a calendar, how would you do that?

3 A That could be, for example, if a, a -- if
4 we went long in one of our PD days, if he
5 did additional work beyond the hours
6 planned, if he worked with me afterhours.
7 If he did additional work with Margo or
8 Susan, I mean, I don't, I don't -- I --
9 those are all ways. I just can't speak
10 specifically to it.

11 Q So would that work be listed on your
12 calendar or a shared calendar?

13 A No, it would likely be on the days that we
14 had done the work.

15 Q What do you mean by that?

16 A So, I imagine you have a calendar. And
17 some days you work all your expected
18 appointments. And some days those are
19 canceled. Or sometimes you have evening
20 meetings that are added that may or may not
21 be on the calendar. You might do
22 additional work. I -- that the -- I would
23 look at the work over time and say, you
24 know, I'm familiar with you doing this

1 work. You know, I generally and routinely
2 looked at all of the Consultants' work.

3 Q And I understand that you and Dr. Ferrick
4 both received the invoices. Did you both
5 have shared responsibility for approving
6 invoices?

7 A We, we didn't share responsibility for, for
8 approving Consultants' invoices.

9 Q Do you know how much Mr. Tschang was
10 ultimately paid for that November 30th
11 invoice?

12 A I do not.

13 Q I'm going to hand you two documents, both
14 of which purport to be December 31st, 2022
15 invoices. The first one was sent on
16 January 2nd, 2022. The other one is --
17 does not have an email attached to it. And
18 I just want to know if you know why the
19 hours were increased from 5.5 in the one
20 attached to the January 2nd email, as
21 compared to the invoice that was -- I'll
22 represent to you -- ultimately submitted to
23 the Town of Saugus?

24 A I don't know the answer to that. He might

1 have -- he likely did additional work.

2 So --

3 Q Was that after --

4 MR. LONG: Are these extra
5 copies?

6 MS. SOUSA: Yeah, you can have
7 them, actually.

8 BY MS. SOUSA:

9 Q Do you know if that was after January 2nd,
10 2023, the date of the email?

11 A It looks like the email came in
12 January 2nd.

13 Q What is it dated?

14 A It looks like the invoice was for December
15 work. So, I don't know the answer.

16 Q Okay. Do you know the last date that
17 Mr. Chi -- or Mr. Tschang performed any
18 services for Saugus?

19 A He did preparation work the first week of
20 January, because we were planning to meet
21 on that Wednesday, I believe. But
22 Mr. Serino, the School Committee Chair,
23 told me not to continue the work.

24 Q This is an email from you to Vincent Serino

- 1 and Ryan Fisher on November 28th, 2022 --
- 2 A Um-hmm.
- 3 Q -- with the subject, Follow-Up to Question
- 4 on PD Provider?
- 5 A Um-hmm.
- 6 Q And the fourth -- then the -- or --
- 7 A Um-hmm.
- 8 Q -- one through four numbered bullets,
- 9 essentially, and it indicate -- and the
- 10 fourth one says, Mr. Tschang will fulfill
- 11 his Contract on 12/14/22 and then will no
- 12 longer conduct any work in the Saugus
- 13 Public Schools?
- 14 A Um-hmm.
- 15 Q Is that correct?
- 16 A That was correct as written, but the things
- 17 changed after that.
- 18 Q Did you update the School Committee that he
- 19 would -- that Mr. Tschang was providing
- 20 services after that date?
- 21 A I spoke with the Chair and discussed the
- 22 fact that Mr. Tschang's services were
- 23 really unique, and asked him if we might
- 24 continue that work. And in my

1 recollection, he said that he would think
2 about it over the Christmas break, because
3 we had something previously scheduled in
4 January with the Principal Managers. And
5 he took me aside on -- it must have -- I
6 think Monday. My recollection is I think
7 the Monday was a holiday. So I think he
8 just -- I think he stopped by some time on
9 that Tuesday and said, stop, stop.

10 MR. LONG: Would this have been
11 the Tuesday after --

12 THE WITNESS: The end --

13 MR. LONG: -- Christmas/New
14 Year's?

15 MS. SOUSA: After the, the New
16 Year's break, it sounded like.

17 THE WITNESS: Yeah.

18 MR. LONG: Okay.

19 THE WITNESS: It would -- yes.

20 BY MS. SOUSA:

21 Q At least that's how I understood it, right,
22 after --

23 A Um-hmm.

24 Q -- the New Year's break?

- 1 A Yeah, I mean, I think --
- 2 Q Or Christmas and New Year's?
- 3 A -- Christmas -- I mean, I, I think they --
- 4 the break was -- actually, I'm not going to
- 5 try to recollect what the break was. I
- 6 don't remember.
- 7 Q I know we looked at the Attendance Chart
- 8 earlier. I just want to go through it in a
- 9 little more depth and ask, to the best of
- 10 your ability, if you can recall what each
- 11 entry was for. And I understand that some
- 12 of them you've noted are not accurately
- 13 reflected.
- 14 A Do you have a calendar?
- 15 Q Only on my phone, and I don't know if
- 16 that's helpful to you.
- 17 A Okay. Um-hmm.
- 18 Q Okay. So, just go through each of the
- 19 entries and let me know if you can recall
- 20 what each of them was.
- 21 A I don't recall what the first was. I don't
- 22 recall being sick. But I guess I was sick.
- 23 The 11th, 12th, and 13th were the, the
- 24 Superintendents' Conference in, in

1 Falmouth, the Summer Institute. I don't
2 recall take -- taking vacation on the 15th.
3 But I -- it looks like I took vacation. I
4 mean, I've -- I'm -- I have to say it's
5 hard to recall.

6 Q Right, just to the best of your ability.
7 It's not a test.

8 A I, I, I -- so what? What is your question?
9 What would you like me to --

10 Q I want to know, generally, if you can
11 identify what these are. And then, to the
12 extent that you can recall, whether or not
13 you notified anyone and who that you were
14 taking these days, or going out of
15 District, if you were, in fact, out of
16 District.

17 THE WITNESS: Mike, would you
18 open that for me?

19 MR. LONG: Sorry?

20 THE WITNESS: Would you open that
21 for me?

22 MR. LONG: Yeah, sure.

23 A So, in the summer, we follow summer hours.

24 BY MS. SOUSA:

1 Q Is that a half-day on Friday?

2 A Um-hmm.

3 Q Yes?

4 A So, I guess what I did in -- on the 15th
5 was I let other people go. And I took the
6 half-day --

7 Q Okay.

8 A -- for the summer hours. And then, I
9 believe somewhere between the 18th and the
10 29th -- no, 18th to the 29th were the
11 course dates for the Boston College
12 Professional School Administrator Program.

13 Q Oh, I think you -- you've previously said
14 that you discussed that with
15 Mr. Whittridge?

16 A I believe I discussed that with
17 Mr. Whittridge and likely Mr. Serino, but
18 I, I can't recall.

19 Q Okay.

20 MR. LONG: June 30th, 2022, she
21 and Serino are discussing summer scheduled
22 vacation, school. It's in the
23 supplemental --

24 MS. SOUSA: Um-hmm.

1 MR. LONG: -- packet we sent you
2 the other day.

3 BY MS. SOUSA:

4 Q Did you respond to that email?

5 A (No audible reply).

6 Q You don't have the access to it. Yeah, I
7 understand.

8 MR. LONG: I think we gave you
9 the response --

10 MS. SOUSA: Okay.

11 MR. LONG: -- in the supplemental
12 packet, I think.

13 MS. SOUSA: Oh.

14 MR. LONG: I think it's probably
15 Item 14.

16 MS. SOUSA: Okay. I'll --

17 MR. LONG: She, she says, I
18 expect to take vacation between August 1
19 and 15. Any needs the District can be
20 directed to -- I'll be in class but
21 available to the District and working, as I
22 did last year, between July 18 and July 29.

23 MS. SOUSA: Okay.

24 BY MS. SOUSA:

1 Q So, that's the 1st to the 15th is vacation,
2 right?

3 MR. LONG: That's what this email
4 says. I don't know how --

5 MS. SOUSA: Well, that's what
6 it's --

7 MR. LONG: I don't know how it
8 went there.

9 MS. SOUSA: -- listed as. Yeah.

10 A I think I planned on vacation. But I did
11 work during that, because I was trying to
12 get some work done before I came back.
13 So, I was actually working on that Saugus
14 Rainbow Guide. So that's what I think I
15 did during that time. But that's what I
16 recall.

17 BY MS. SOUSA:

18 Q And then, the other dates after that?

19 THE WITNESS: Mike, would you
20 open that again? No, after that --

21 MR. LONG: You could tell I don't
22 like to use my phone. It shuts off too
23 quickly.

24 THE WITNESS: Yeah.

- 1 A Well, the 25th, I took a personal day.
2 Looks like I was sick on the 29th. I don't
3 know what L means, though. Sometimes Linda
4 would get this incorrect. So I don't
5 know --
- 6 BY MS. SOUSA:
- 7 Q Was there a --
- 8 A -- if this is --
- 9 Q -- process for resolving errors with Linda?
- 10 A Linda made many errors. So, I would
11 generally review things to see if she did
12 them correctly. But I didn't always. But
13 I don't know what L is. That's one of the
14 reasons we hired Adrian.
- 15 Q Does Linda report to Adrian?
- 16 A She does. 09/09, professional.
- 17 THE WITNESS: Mike?
- 18 MR. LONG: Code is 0521.
- 19 THE WITNESS: Okay, thank you.
- 20 Okay.
- 21 A So, 09/09, I don't know what that was.
- 22 BY MS. SOUSA:
- 23 Q Okay.
- 24 A And then, 09/19 through 09/23 was the

1 Pahara Aspen Fellowship. I would have to
2 go back and look at my BC calendar. But
3 based on the timing, I think 09/09 was BC.
4 I think the two Fridays in October were BC.

5 Q That's in addition to the time, the two
6 weeks in the summer?

7 A Right, it's a, it's a two weeks in the
8 summer. And then, it's typically one
9 Friday a month. Like, one's Friday and
10 Saturday. But it's one Friday a month.
11 And -- yeah. But I think -- in October --
12 I think there's two sessions. Yeah, let's
13 see. 12/02; I think 12/02 was BC. I
14 think. I don't recall. 12/07 was a
15 professional development day in Newark with
16 other Relay, at a Relay site. Looks like I
17 took vacation, and I telecommuted. Got a
18 sick, sick two days in January. And then
19 -- although I don't recall being sick. But
20 maybe those -- oh, I think I had -- that
21 might have been when I had teeth done. So
22 I --

23 Q Okay.

24 A -- took some time.

1 Q The Newark development -- professional
2 development within -- with Relay --

3 A Um-hmm.

4 Q -- was that separate from the other Relay
5 stuff that we talked about earlier?

6 A Yes, there, there isn't professional
7 development with -- for Relay on my level.

8 Q Okay.

9 A So, like the Instructional Supports, the
10 Triathlon coaching, there's a chance to
11 visit a Relay School, are ways that I get
12 professional development without the Saugus
13 Public Schools having to pay for me to go
14 through a program. So, for example, I
15 could have gone through the National
16 Principal Supervisors Academy. Then, the
17 District pays \$14,000. Or I seek ways to
18 get professional development and keep my
19 skills.

20 Q So this was at no cost to the Saugus School
21 District?

22 A Only travel costs.

23 Q Did you pay any money out-of-pocket to
24 attend?

- 1 A No, I got to join the -- something that was
2 already going on.
- 3 Q Okay. Are you familiar with the
4 requirements of the Family Medical Leave
5 Act?
- 6 A I'm -- I mean, generally but not
7 specifically.
- 8 Q Do you understand that you're not permitted
9 to require an Employee to work while
10 they're on Family Medical Leave?
- 11 A In my experience, I've never compelled a --
12 an Employee to work on -- while they were
13 on Family Medical Leave.
- 14 Q So you don't have recollection of
15 contacting Ms. Andrews while she was on
16 Medical Leave?
- 17 A If I contact -- she was on intermittent
18 leave. So if I contacted her, it would be
19 because she said, call me, or reach out to
20 me if you need anything.
- 21 Q Do you recall any incident in which you may
22 have suggested a subordinate had ADHD
23 during a meeting?
- 24 A No, I don't.

- 1 Q This was from the Saugus -- I believe it
2 was the Saugus Facebook accounts. Do you
3 know who Justin Lazano is?
- 4 A I don't know who Justin Lazano is.
- 5 Q Do you know if there are any Teachers in
6 Saugus that are named Justin Lazano?
- 7 A I mean, the name sounds familiar. It
8 sounds like -- it's not -- it sounds like
9 one, but it could be an amalgamation of
10 names. So, I don't, I don't recall.
- 11 Q Okay. Have you had any contact with any
12 Saugus School Employees since your leave
13 began?
- 14 A I had one. I spoke to Jennifer Lefferts
15 once.
- 16 Q And that's the part-time
17 Communications Director?
- 18 A Um-hmm.
- 19 Q What did you speak about?
- 20 A She was -- actually, I'm not entirely sure
21 what we spoke about. But I know that I
22 spoke with her.
- 23 Q Was it work-related?
- 24 A I don't recall.

1 Q Do you recall how long the conversation
2 lasted?

3 A I do not.

4 Q And was it in-person or on the phone?

5 A She lives in Fitchburg, so I would imagine
6 it was on the phone.

7 Q Are there any documents that you don't have
8 access to but that you can identify that
9 you think would be helpful for us to look
10 at in this case -- or in this
11 investigation?

12 MR. LONG: I'm, I'm going to
13 object only in the sense -- and I'm not --
14 as you can see, have not been disruptive
15 here.

16 How could she possibly know of
17 the thousands of documents that the Saugus
18 Public Schools retained, whether any of
19 them that she doesn't have in front of her?

20 MS. SOUSA: Well, helpful to
21 whatever she -- you know, helpful to her,
22 even. She doesn't have -- she -- I'm
23 giving her an opportunity to say things
24 that might be helpful to her, and to

1 identify documents that she doesn't
2 necessarily have access to, which I
3 understand she doesn't have access to her
4 email. So, I'm --

5 MR. LONG: I --

6 MS. SOUSA: -- giving her an
7 opportunity to identify those documents.

8 MR. LONG: -- I understand that.
9 But I, I would not want us to --

10 MS. SOUSA: I'm not going to --

11 MR. LONG: -- put --

12 MS. SOUSA: She's not going to be
13 bound by this, if that's your concern, that
14 -- like I'm not --

15 MR. LONG: Well --

16 MS. SOUSA: -- going to concern
17 -- be --

18 MR. LONG: -- my concern is that
19 you are shifting the burden of proof to my
20 Client by asking --

21 MS. SOUSA: I've looked at a lot
22 of documents.

23 MR. LONG: We both have.

24 MS. SOUSA: I, I don't think

1 that -- if, if there are no documents that
2 you think are helpful that you want us to
3 look for, then that's fine. But I'm giving
4 her an opportunity to identify documents
5 that she might not necessarily have access
6 to right now.

7 MR. LONG: And I won't repeat it.
8 I think I will treat my comments as an
9 objection, please.

10 I -- how can she possibly know
11 what's out there? We've been locked out
12 since the middle of January. And you want
13 her to speculate on whether there is a
14 document that --

15 MS. SOUSA: I'm --

16 MR. LONG: -- might be helpful.

17 MS. SOUSA: I asked if there were
18 specific documents that she can recall.

19 MR. LONG: Do you know if there's
20 any documents that might be helpful to you?

21 BY MS. SOUSA:

22 Q That you think we should look at?

23 A I, I think, I think my Attorney provided
24 documents that --

1 Q So those are all the documents that you
2 think that might be helpful to you?

3 A I would imagine that there's probably
4 email. But I, I, I don't know.

5 Q All right. I don't have any other
6 questions. But I want to make sure you
7 have an opportunity to say anything that
8 you feel is important for you to say here.
9 So, if there's anything else that you think
10 is relevant for me to know, give you an
11 opportunity to say that.

12 A I mean, all the work I've done is to
13 benefit the students of the Saugus Public
14 Schools. I have, I have followed my
15 Contract as, as it was written. And
16 believe that I followed the Guidelines; I
17 would just say I've been working diligently
18 on behalf of the Saugus Public Schools to
19 fulfill the goals of the School Committee.
20 And did more in Saugus in one year; in
21 18 months, I raised over \$1 million for the
22 Town of Saugus. I've -- yeah, I think my,
23 my performance stands as is.

24 MR. LONG: So let me add a couple

1 of things.

2 THE WITNESS: Please.

3 MR. LONG: When you found out
4 that you would be compensated by Relay for
5 the work in February, what did you --

6 THE WITNESS: Oh.

7 MR. LONG: -- do about that
8 compensation?

9 THE WITNESS: I tried to donate
10 it to the --

11 MR. LONG: Who did you try to
12 donate it to?

13 THE WITNESS: To the Teachers of
14 Saugus so that they could have lunch at
15 professional development.

16 MR. LONG: Do they not have lunch
17 at professional development?

18 THE WITNESS: No, the Bylaws of
19 the Town of Saugus don't allow for Teachers
20 to be fed.

21 MR. LONG: And how did you
22 communicate this problem to Relay?

23 THE WITNESS: I emailed them and
24 asked them if they could please pay the

1 Saugus Education Fund directly rather than
2 pay me.

3 MR. LONG: And what did they tell
4 you?

5 THE WITNESS: That they could
6 only pay a person, they couldn't pay an
7 Entity.

8 MR. LONG: Okay. So what did you
9 do?

10 THE WITNESS: I, then, asked my
11 family and friends if they could please
12 donate to the Saugus Education Fund, so
13 that Teachers could have breakfast and
14 lunch at their professional development
15 sessions.

16 MR. LONG: And do you know how
17 much money that involved, in terms of
18 contributions from family and friends?

19 THE WITNESS: It exceeded, it
20 exceeded \$2,000.

21 MR. LONG: Okay. And was anybody
22 in the School Committee aware of that
23 arrangement?

24 THE WITNESS: I believe

1 Mr. Serino personally thanked me for, for
2 that donation. My father donated dinner to
3 the Union, so the Union -- we could do
4 interest-based bargaining. But there's no
5 way to pay for dinner.

6 So my father paid for that dinner
7 for the Union and the School Committee.

8 But --

9 BY MS. SOUSA:

10 Q Did you end up donating the money from
11 Relay that you received?

12 A I gave it to family and friends who, then,
13 donated to the Town of Saugus.

14 Q Do you have any documentation that you gave
15 it to family and friends?

16 A Yeah, I might have a Venmo with Connie. I
17 -- you know, I don't recall. I don't know
18 how I did that, actually. I know for my
19 dad exam -- for example, I didn't -- I paid
20 for that. I paid for the meal and I just
21 didn't get reimbursed. And I didn't charge
22 my dad.

23 MR. LONG: The, the paper trail
24 on the emails to Relay requesting that they

1 make that donation are in the supplemental
2 disclosure.

3 And they are, I believe --
4 Mr. Serino's thank you is Supplemental 1.9.
5 And --

6 MS. SOUSA: And what's the date
7 of those?

8 MR. LONG: -- Mr. Serino's thank
9 you is February 11th, 2022. I'll just show
10 it to you quickly.

11 BY MS. SOUSA:

12 Q Is there any similar email that you can
13 recall from the summer of 2022 Relay
14 engagements?

15 A I, I think it was for all. I mean, I don't
16 -- I -- you know, I don't recall. I think
17 they just donated once. I wasn't paid for
18 those until year, because I never did the
19 paperwork.

20 Q This year being 2023?

21 A Yeah; the money wasn't -- the money was
22 nominal. And it wasn't, it wasn't why I
23 did the work. And it wasn't important to
24 me. I imagine you try to get refreshers in

1 your practice. And I -- that's what I was
2 trying to do.

3 MR. LONG: Okay. Let me see if I
4 can find that Relay note.

5 (Asides)

6 MR. LONG: Give me just a sec.
7 Could we go off the record for a second,
8 please?

9 (Off the record at 4:37 p.m.)

10 (On the record at 4:37 p.m.)

11 THE REPORTER: So, we're back on
12 the record at 4:37.

13 MR. LONG: So the, the
14 Superintendent's request is to
15 Melissa Hipolito at Relay. And it simply
16 says:

17 "Hi, Melissa. When you send the
18 payment for the two sessions,
19 would you make them payable to
20 the Saugus Education Fund?"

21 MS. SOUSA: And that's dated --
22 the date is cut off.

23 BY MS. SOUSA:

24 Q Was this sent to your personal email

1 address or your Saugus email address, if
2 you know?

3 A I don't know. I, I -- no. Oh, I think
4 this was my -- I, I believe this is my work
5 address, because when they, when they asked
6 us, I've switched it over to my work
7 address, so that I could --

8 Q Does it have the dates on that?

9 MR. LONG: And that's the Relay
10 response saying we'd love to, but we
11 can't --

12 MS. SOUSA: All right.

13 MR. LONG: -- so to speak.

14 MS. SOUSA: So this is from
15 January 31st, 2022 is the response. And
16 the original email looks like it's
17 January 25th, 2022.

18 So you can check me on that,
19 because my -- it's a little blurry on the
20 bottom. It's on the very bottom.

21 MR. LONG: It says January 25th,
22 2022 at 6:19 a.m. The reason the quality
23 of these is poor is because we didn't have
24 access to them. So we had to photoshoot

1 each --

2 MS. SOUSA: Understood.

3 MR. LONG: -- screen. And that,
4 again, is behind Tab 1.3 on the
5 supplemental response that you received on
6 April 3rd. And I think you've seen
7 Mr. Serino's thank you for the fundraising.

8 MS. SOUSA: Um-hmm.

9 MR. LONG: Okay. Do you have
10 anything else you want to add?

11 BY MS. SOUSA:

12 Q I mean, do you have any reason to think
13 someone would have targeted you? Do you
14 know of any person who has animus against
15 you?

16 A Can I consult with my Attorney --

17 Q Sure.

18 A -- to ask?

19 Q That's fine. I mean, I don't --

20 THE REPORTER: Did you want to go
21 off the --

22 MS. SOUSA: Yeah, we could --

23 THE REPORTER: -- record?

24 MS. SOUSA: -- go off the record

1 just --

2 (Off the record at 4:40 p.m.)

3 (On the record at 4:45 p.m.)

4 THE REPORTER: Back on the record
5 at 4:45.

6 A I believe I'm the subject of gender
7 discrimination.

8 BY MS. SOUSA:

9 Q Why do you say that?

10 A I'm the first female Superintendent in the
11 last 150 years in Saugus. Four
12 Superintendents who are all male were
13 turned over in the last decade. None of
14 them, to my knowledge, was investigated.
15 I'm the first Superintendent since
16 Richard Langlois left, in 2013, to advocate
17 for a budget with the Town of Saugus. Last
18 spring, when I went to Town Meeting, the
19 Town Manager took me aside and said, we
20 will take care of things. And then, the
21 Moderator skipped over the schools and did
22 not allow me to speak on the floor about
23 the town budget.

24 Q Who's the Moderator?

1 A I don't know his name. And they moved
2 around the vote, so that they were not
3 going to vote on the budget -- on our part
4 of the budget until the next session. So I
5 left about 10:45 p.m. And then, they
6 decided to vote on it between 10:50 and
7 11:00 A -- and 11:00 p.m. The schools were
8 then allocated \$3.1 million through the
9 Governor's budget, which was anticipated.
10 And I had shared this with the
11 School Committee. And the Town Manager
12 decided to put it -- he wrote his own
13 Warrant without consultation with me as the
14 Superintendent of Schools and created a
15 Supplemental Student Reserve Fund which
16 required approval of the Town Finance
17 Committee. But he would not convene the
18 Town Finance Committee, despite repeated
19 attempts to do so. I tried to meet with
20 the Town Manager in this meeting that had
21 been scheduled for five to six months. And
22 when I showed up for the meeting on
23 December 15th, he canceled -- or his
24 Secretary told us he canceled. I, then,

1 tried no fewer than 10 times through my
2 Assistant and directly to reschedule that
3 meeting with the Town Manager. And he
4 refused to meet with me. I was the first
5 Superintendent on record that he refused to
6 meet with. On January 6th, there was a
7 Dedication of the Courtyard at our middle
8 school/high school that I was notified
9 about, I believe, the Wednesday before, but
10 I already had plans. I believe it was the
11 Feast of the Epiphany and we were taking
12 down our tree. So --

13 Q I follow that practice, also.

14 A -- pardon me?

15 Q I follow that practice of waiting until the
16 epiphany also.

17 A Right; so, I believe it was -- you know, I
18 told my family. And I stayed home. And we
19 -- rather than going to the Dedication of
20 the Courtyard; prior to that, to that
21 Dedication, the School Committee Chair, if
22 you go back into the Meeting Notes with the
23 -- with me and the School Committee Chair,
24 and the Vice Chair, and Deputy

1 Superintendent, the School Committee Chair
2 was going to go on Saugus TV with me to
3 talk about the budget process. After that
4 gathering on the 6th, where several Members
5 of the School Committee, including the
6 Chair and the Vice Chair, were present, and
7 the Town Manager, the School Committee
8 Chair then canceled his appearance on
9 Saugus TV because he told me he was going
10 to be out-of-town. So I called him that
11 day. And he said, oh, actually I ended up
12 being in town. I just had to go out of the
13 State in the morning. Yes, I'll reschedule
14 with you. And my goal was to have a --
15 because I had been very publicly
16 communicating that we are in with the --
17 and if you look at my emails to the
18 School Committee, that we were anticipated
19 to receive double the foundation budget,
20 which means our baseline was 6.3 million.
21 We were, we were anticipated to receive at
22 least 9.6 million, if not almost
23 \$12 million in increased State aid because
24 the formula for State aid, which is c. 70,

1 which is how this schools are funded was
2 increased because of our increase in
3 low-income students, ours increase in
4 second-language learners, mental-health
5 insurance premiums, and low-income
6 students. So for all -- and the special
7 education tuition increased statewide. So
8 for those five factors, our foundation
9 budget went from 6.3 million in 2022 to
10 almost 12 million for this coming
11 schoolyear. And so, I presented a budget
12 on January 9th. Remember the -- like the
13 Thursday after the -- like the, the Feast
14 -- or the 11th. I don't know what the, the
15 -- it must have been -- I can't remember
16 which day exactly. I don't recall. I'd
17 have to get Mike's calendar and we're not
18 going to do that again. But I presented a
19 budget. The School Committee Chair in that
20 meeting said, I don't even think you -- I
21 don't think you've been aggressive enough.
22 I've presented a budget of 2.5 million,
23 accounting for, in my letter to the
24 community, that would be paid for by -- in

1 the increase in State aid, and would lead
2 -- leave almost 3.4 -- like would leave at
3 least 600,000 if not up to 3 million for
4 the Town, because the money goes directly
5 to the Town. And then, it's allocated back
6 to the schools. And in that meeting, the
7 Chair said, I think you've been too
8 conservative. You need to add a Teacher on
9 every grade level. And you needed to --
10 you need to -- you needed to include
11 another bus, which would have grossed up to
12 700 -- somewhere between 800 and
13 \$1 million -- \$800,000 and \$1 million. So
14 the Town -- so as of the budget I presented
15 on publicly, and then that following week,
16 the School Committee Chair who calls the
17 Town Manager Crab and says he's his -- one
18 of his best friends, then cancels again,
19 says he can't do the Saugus TV episode on
20 the budget. I used to do monthly -- and I
21 had tried to have the Town Manager go on
22 Saugus TV in December with me. But he, he
23 had his Secretary call my Assistant and
24 say, no, he could not do it. And then,

1 magically -- I'm sorry. I'm incredulous.
2 So I presented a budget of 2.5 million with
3 the State-allocated funds. And then, oh,
4 there was a, a -- like the next week -- so
5 the School Committee was on the Thursday
6 night. There was a week that passed. The
7 School Committee Chair again canceled for
8 Saugus TV with a new excuse.

9 Q This is the third time, the third
10 cancelation, or the second?

11 A Second --

12 Q Okay.

13 A -- cancelation with a new excuse, and then
14 tells me to email the Chair of the
15 Selectboard and ask him, and told me to --
16 and I remember. He came by frequently. He
17 would, he would check on bills all the
18 time. It -- and, and he -- and he -- I
19 should probably say that separately,
20 because he was all over us all the time,
21 all the time. He wouldn't sign bills.
22 He --

23 MR. LONG: This is the Chair of
24 the School --

1 THE WITNESS: Yes.

2 MR. LONG: -- Committee?

3 A And every bill, everything went through
4 three signatures of the School Committee
5 and multiple signatures of my Team. So, he
6 -- so he cancels. And then, I come back
7 and I'm doing instructional walkthroughs
8 with the State on Tuesday, the 17th. And
9 he call -- he calls me and he says it's an
10 emergency. And so, I assumed that someone
11 had passed away. And he said he was coming
12 over to the schools. And so, I met in my
13 office. And I -- as my Attorney knows, I
14 would not -- I worked to not meet with
15 Mr. Serino where I could -- alone, because
16 he lies. He would say one thing and then
17 he would turn around and lie in the next
18 meeting. So I tried to always have a
19 witness present. And so, when I would --
20 when he would call, I would put him on
21 speaker and I would say, and Tom is here
22 with us. And Margo is here with us. I
23 tried to always have someone in there. And
24 sometimes, occasionally, he would catch me

1 alone. But it was always by surprise. If
2 I had the chance to speak with him, I would
3 try to do it with another person present,
4 because I didn't trust him. And so, then,
5 he delivers this letter and I say, what?
6 What are you talking about? That he said
7 that there was a complaint made to me --
8 plain -- a, a complaint made to me by a
9 community member. And he hands me the
10 letter and I read it. And he goes, he
11 goes, sorry about this. I liked you
12 personally, past tense. I liked you
13 personally.

14 MR. LONG: So let me, let me just
15 jump in here for a second, Erin. So --

16 THE WITNESS: Yeah; and that line
17 has --

18 MR. LONG: -- your, your --

19 THE WITNESS: -- stuck with me.

20 MR. LONG: -- your issue here is
21 that you don't -- you believe that this
22 action was taken as a result of your
23 gender.

24 THE WITNESS: I do.

1 MR. LONG: That that's one issue
2 sort of overriding.

3 THE WITNESS: They, they wouldn't
4 talk to me. Remember, I hired a male
5 Assistant because the men would not talk to
6 me.

7 And the Town Manager wouldn't
8 even look at me. He would talk over me.
9 Like, the ground rules that the Attorney
10 did in the beginning, you know, we won't
11 talk over each other, he talked over me all
12 the time.

13 I would bring an Agenda in and he
14 would just talk. He wouldn't even, like,
15 let me get through the Agenda.

16 MR. LONG: And at some point, did
17 they ask you to step away from the meeting
18 table?

19 THE WITNESS: Oh, right. That
20 was a fun one. So I come in, in August,
21 right after vacation.

22 And the Chair has moved my name
23 plate to the side table. And I was like,
24 what, what are you doing? Well, you're not

1 going to sit up here anymore. Why?

2 Because we can't hear you.

3 And so, I actually did a survey
4 of the North Shore Superintendents and said
5 they -- and gave the data to Vinny, after
6 several times talking to him about it.

7 And, and so I did a survey with
8 the North Shore Superintendents. It's in
9 my email. And they said that 11 out of 12
10 of them sat next to the Chair, who was
11 often the Mayor.

12 And so, I brought this to Vinny.
13 And he goes, I don't care. And he got so
14 angry. And he blew up. And he would
15 regularly yell, yell, like scream at --

16 MR. LONG: So I don't want to go
17 too far down that road. But --

18 THE WITNESS: Okay.

19 MR. LONG: -- there are a couple
20 of other issues that --

21 BY MS. SOUSA:

22 Q Do you --

23 MS. SOUSA: Sorry, just I have
24 one question.

1 BY MS. SOUSA:

2 Q Do you know where the prior Superintendent
3 sat in relation to the School Committee,
4 when they were at meetings?

5 A I believe he sat at a, at a, at a different
6 table, but that's because it was in a
7 different room. The School Committee room
8 was -- I -- when I was with Tom Whittridge
9 for the '21/'22 schoolyear, I sat right --
10 I sat to the right of the Chair. I sat
11 between the Chair and the Vice Chair. That
12 was because I often worked with
13 Mr. Whittridge. If he had a question, we
14 would work together during the meeting and
15 I would answer anything. And -- but
16 Mr. Serino didn't like me being next to
17 him. So he moved me over. And then, I
18 tried to fight it. And then, John Hatch,
19 the Vice Chair, just said let him win this
20 one. And I --

21 MR. LONG: So, a couple of other
22 points. The sourcing of the complaints has
23 changed.

24 THE WITNESS: Oh, yeah.

1 MR. LONG: It was originally
2 reported to us that it was from a community
3 member. Subsequently we were told it was
4 from, I believe, a Staff Member.

5 THE WITNESS: Yes.

6 MR. LONG: And then, we were told
7 at a meeting that it was complaints made to
8 Council. So we don't know what the origins
9 of your work are.

10 We -- so we asked and we said,
11 because the Contract requires that they
12 bring to us promptly questions, concerns,
13 and criticisms, so that they can be
14 resolved in a fair manner. And they
15 refused to provide that information.

16 MS. SOUSA: They being the
17 School Committee?

18 MR. LONG: School Committee; so
19 we, then, made a Public Records Request.
20 And the Supervisor of Public Records agreed
21 that the material that we were requesting
22 should be disclosed.

23 They issued an Order. The Order
24 was responded to with further obfuscation

1 and refusal to provide the documents.

2 So yesterday, we just got a
3 second Order from the Supervisor of Public
4 Records Office ordering them to disclose
5 the information.

6 So there is a, a -- more than a
7 shadow of bad faith here. And that's,
8 that's not to be resolved by you. I
9 understand that. But you need to know
10 that.

11 MS. SOUSA: Right, it's --

12 MR. LONG: And the third piece is
13 a little closer to home for you folks, and
14 that's that we don't think you're an
15 independent Investigator.

16 Our understanding is that, that
17 the, the firm, Arrowood, LLP, has worked
18 for the Town of Saugus before in a legal
19 capacity in at least one case involving a
20 Civil Service matter, perhaps others.

21 I've asked as a pub -- matter of
22 public records to get copies of the bills.
23 Those have not been provided yet.

24 So we don't believe that this is

1 an independent investigation. And I'll
2 just leave it at that.

3 A Not saying anything about you, just saying
4 that, that this -- and also that the Town,
5 the Town engaged the firm, not the
6 School Committee, which is --

7 MR. LONG: Correct.

8 A -- very strange.

9 MR. LONG: Right; I mean, I don't
10 believe the Town has any legal authority to
11 compel Superintendent McMahon's presence
12 here today.

13 But we certainly understand the
14 political realities. And by the way, it's
15 the political realities that are driving
16 this. And I'll save my lecture for
17 somebody else.

18 BY MS. SOUSA:

19 Q Did anyone make any gender-based comments
20 to you?

21 MR. LONG: This is not an
22 opportunity for discovery on that score. I
23 think you asked us to make some general
24 comments about it. We have.

1 We're looking at other options in
2 that. And I'll leave it at that.

3 MS. SOUSA: Okay. It may impact
4 a credibility determination, just so you're
5 aware.

6 MR. LONG: Sure.

7 THE WITNESS: I -- can I say one
8 thing?

9 MR. LONG: No.

10 THE WITNESS: Okay.

11 MS. SOUSA: All right. I have
12 nothing further.

13 MR. LONG: Okay.

14 THE WITNESS: Mike, can I please
15 say it?

16 MR. LONG: Sure, go ahead.

17 A Over and over they've said to me you're the
18 first female Superintendent. You're the
19 first female Superintendent. I've received
20 -- I, I heard that over and over especially
21 in my first year. And then, from the
22 Town Manager, well, you're the first female
23 Superintendent. And all the other
24 Superintendents (snapping noise). And

1 that's what he would do. He would say you
2 and then he would say the other
3 Superintendents. And his inference was
4 that they were male, that I couldn't --
5 that I didn't understand, for example,
6 Proposition 2 1/2, because I was a woman.
7 And I have an MBA in Finance from Cornell.
8 I clearly know. I may not know all the
9 Policies of Massachusetts, because I'm new
10 to Massachusetts. Yes; and I don't know
11 the fine points of everything. That's
12 correct. But I -- I'll stop there.

13 BY MS. SOUSA:

14 Q Okay.

15 MR. LONG: Okay. Thank you.

16 (Whereupon, the examination under oath
17 was concluded at 5:04 p.m.)

18

19

20

21

22

23

24

S I G N A T U R E P A G E

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I, ERIN MCMAHON, do hereby certify that I have read the foregoing transcript of my testimony, and further certify that said transcript is a true, accurate, and complete record of said testimony.

Erin McMahon

C E R T I F I C A T E

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF PLYMOUTH, SS

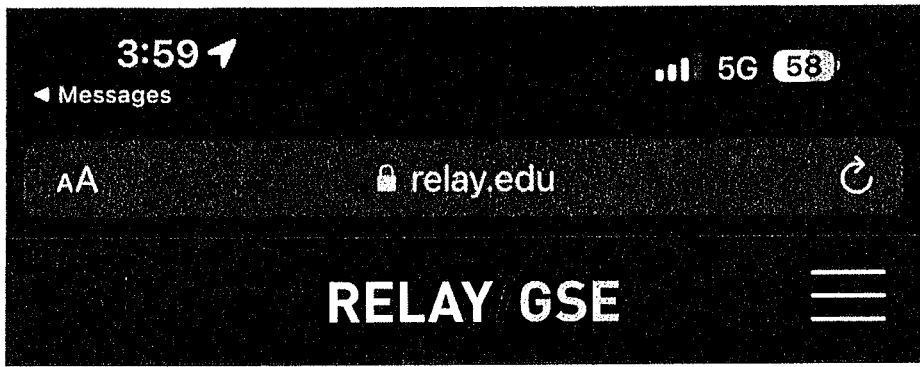
I, Julianne Ryan, a Professional Court Reporter and Notary Public in and for the Commonwealth of Massachusetts, do hereby certify that the foregoing audio-visual examination under oath of ERIN MCMAHON was taken before me on April 6, 2023. The said witness was duly sworn before the commencement of her testimony; that the said testimony was taken audiographically by myself and then transcribed under my direction. To the best of my knowledge, the within transcript is a complete, true, and accurate record of said examination under oath.

I am not connected by blood or marriage with any of the said parties, nor interested directly or indirectly in the matter in controversy.

In witness whereof, I have hereunto set my hand this 12th day of April, 2023.

Julianne Ryan
COURT REPORTER
MY COMMISSION EXPIRES:
OCTOBER 12, 2029

EXHIBIT B



Leadership Programs



Communities of leaders working together to hone their vision and skills in instruction, culture, and strategy, to benefit all students.

Lead. Inspire.

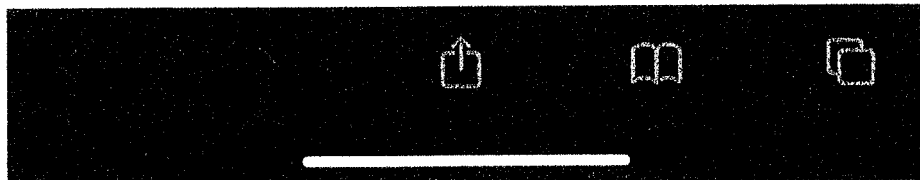


EXHIBIT C

RELAY/GSE

GRADUATE SCHOOL of EDUCATION

25 Broadway 3rd Floor

New York, NY 10004

212-228-1888

Bill To:
Saugus Public Schools
Kerri Surette
ksurette@saugus.k12.ma.us

Invoice Number: 36000571
Invoice Date: 09/20/2021
Due Date: 10/20/2021

No.	Program	Participants	Total Tuition
1	<i>LLI Workshop: Leading an Equity Centered Culture w/ Routines and Procedures on August 18, 2021</i>	1	\$11500.00

Total Due from Saugus Public Schools \$11500.00

Payment via wire or ACH is preferred.
Please include the invoice number in the
payment memo.

Account: 877208710
Routing: 021000021
Bank: JPMorgan Chase

Alternatively, checks may be made payable to:
Remittance address:

Relay Graduate School of Education
Attn: Finance Department
25 Broadway 3rd Floor
New York, NY 10004



Inv# 36000571 \$11500.00
RELAY GRADUATE SCHOOL OF EDUCATION
10/01/2021 # Pages 1 FP1 DOC242\$5605
PO# 22000621



Saugus Public Schools

22000621

Grant Payment Form

Grant Name: FY22 - ESSER II

Project #/Fund Code: 113

Payment to be Made from: 22517181 / 530001
(Budget Number)

Amount of Payment: \$ 11,500.00

Payment to: Relay GSE (V# 302780)

Please fill out the appropriate section either Expense or Payroll and check the categories that explain this expenditure.

EXPENSE (attach requisition form)

Description: LLI Workshop on Aug. 18
Invoice # 36000571

Signatures Required		
Finance Office:	<u>John G. Anderson</u>	Date: <u>10-1-21</u>
Person Completing Form:	<u>Kerrin Gierette</u>	Date: <u>09/21/21</u>
Grant Administrator:	<u>St. Urban</u>	Date: <u>09/21/21</u>
Superintendent:	<u>GSE</u>	Date: <u>7/27/21</u>

PAYROLL (attach time sheet)

Position: _____

Signatures Required		
Finance Office:	_____	Date: _____
Grant Administrator:	_____	Date: _____
Principal:	_____	Date: _____
Superintendent:	_____	Date: _____

Submit Grant Payment Form and a Requisition to the Business Manager's Office



EXHIBIT D

EXHIBIT A
Session Pricing for SAUGUS PUBLIC SCHOOLS

Date	Duration	Session Title	Location (City, State)	Cost
August 18, 2021	8 hours	Leading an Equity Centered Culture, w/Routines and Procedures	Saugus, MA	\$16,500 for up to 25 participants
August 26, 2021	8 hours	Data Driven Instruction	Saugus, MA	\$16,500 for up to 25 participants
Total				\$33,000

Relay will provide an invoice for services on the following schedule:

- Partner will be invoiced 30 days after each session is complete.

Partner shall pay all undisputed fees within 30 business days after receipt of Relay's invoice. If Partner disputes any of Relay's invoiced fees, Partner shall advise Relay in writing within 14 days of receipt of Relay's invoice, and it shall have no obligation to pay further fees while dispute is pending. Any dispute over fees that is not raised within the 14 day period will be considered waived.



Inv# 821 \$16500.00
 RELAY GRADUATE SCHOOL OF EDUCATION
 10/06/2021 # Pages 1 FP1 DOC244S367
 PO# 22000678

SAUGUS PUBLIC SCHOOLS - MOU AUGUST 2021

EXHIBIT B
Session Description

Leading an Equity Centered Culture

- Leading equitable schools requires educators to intentionally work to meet the needs of all students, or “the new mainstream” as Django Paris calls it. It asks us to ensure that students characterized by multilingualism, multiculturalism, and variability in learning needs have their needs met across all systems in a school. In this session, leaders will examine inclusive practices and culturally responsive leadership in order to build a common understanding, common language, and a lens through which they can examine how they are supporting students in their schools. They will engage in a cycle of learning, discussion, and personal reflection over the course of this session, leading them to a vision setting activity as their final task.
- The best school leaders are intentional when it comes to creating a strong school culture. A culture of excellence ensures that students are building the habits of mind and heart that enable instruction and love of learning to happen. This session will help leaders build a culture that fosters safety and engagement through the use of consistent routines and procedures. In this session leaders will build upon their vision for an equitable school culture by identifying how they want that vision to manifest in daily routines and procedures. Leaders will begin planning out at least one whole school, classroom, or staff routine that they will plan to rollout with their staff.

Data Informed Instruction

- This session provides an overview of the foundational components of a strong Data-Informed Instructional (DII) program. It explores the key criteria for effective Interim Assessments, systems to support analysis and action-planning based on Interim Assessment data, and the characteristics (and supporting actions) of an equity-centered Data-Informed Culture.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") serves to formalize collaboration by and between SAUGUS PUBLIC SCHOOLS ("Partner") and RELAY GRADUATE SCHOOL OF EDUCATION ("Relay"), effective July 28, 2021 (the "Effective Date") through August 27, 2021 (the "Termination Date").

1. PROGRAM GOALS.

- a) This collaboration (the "Program") is between two organizations working to achieve the mutually beneficial goal of strengthening student academic outcomes by providing effective professional development workshops aligned with Partner professional development priorities.

2. CONTENT AND DELIVERY

- a) The Program will occur according to the schedule in Exhibit A. Session Descriptions are delineated in Exhibit B.
- b) Pricing is delineated in Exhibit A. Relay will invoice Partner for Services at a frequency specified in Exhibit A.
- c) The number of Partner attendees at the sessions is estimated to be under 25. Attendance shall not exceed 25.
- d) The Program does not lead to graduate-level credit or any licensure or certification.
- e) Relay customizations in the Sessions will be minimal, limited to the removal of non-applicable components.

3. SUPPORT

- a) Partner will provide the following in support of the sessions:
 - (1) Adequate session space, including audio visual equipment as appropriate for the size of the room.
 - (2) A contact person as a liaison with Relay
 - (3) Communication with session participants.
 - (4) Printed materials for session participants. Relay project manager will provide digital copies of materials to Partner and connect Partner contact person with a third party vendor for printing, if requested. Relay project manager will ensure the third party vendor has all necessary documents in order to create the printed materials. Partner is responsible for all costs associated with these print materials, to be paid directly to the third party vendor.

4. TERM AND TERMINATION.

- a) This MOU shall commence as of the Effective Date and will continue in effect until the Termination Date, except that either Party may terminate the MOU at any time on thirty (30) days prior written notice to the other Party with or without cause. If either Party terminates MOU under this provision, payments remain due for services performed.
- b) Either Party may terminate this MOU, effective immediately upon written notice to the other Party, if the other Party materially breaches this MOU, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other Party does not cure such breach within ten business days after receipt of written notice of such breach.

5. INTELLECTUAL PROPERTY RIGHTS.

SAUGUS PUBLIC SCHOOLS - MOU AUGUST 2021

- a) Partner understands and acknowledges that Relay creates its own intellectual property (IP)—including but not limited to curricula, instructional materials, multimedia, technologies, software, videos, trademarks, trade names, and logos—and licenses others' IP in order to deliver its educational programs. Partner agrees that Relay (and/or its licensors) retain all right, title, and interest in and to the IP that Relay provides to Partner and its participants in Relay's programs. Relay makes this IP available to Partner and its participants through a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license solely for Partner participants' personal, noncommercial, educational use. Partner agrees that neither it nor its participants shall distribute, make derivative works from, or otherwise make available Relay's or its licensors' IP for any other purpose. Partner understands and acknowledges that Relay may revoke this limited license at Relay's sole discretion. Other than as expressly set forth here, no license or other rights in Relay's or its licensors' IP are granted to Partner or its participants, and all such rights are hereby expressly reserved.

6. GENERAL PROVISIONS

- a) This MOU shall be governed by the laws of the State of New York, without regard to conflicts of law rules, with venue taking place in the exclusive jurisdiction of the state or federal courts located in New York, NY.
- b) If any term or provision of this MOU is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction.
- c) This MOU shall constitute the entire agreement between the Parties and no variance or modification thereof shall be valid and enforceable except by a supplemental written instrument executed by both of the Parties.
- d) This MOU shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- e) Partner and Relay agree to indemnify, defend, and hold harmless each other and their respective officers, directors, and employees from any claims, losses, liabilities, damages, or expenses which are incurred by reason of the negligence or breach of this MOU by the indemnifying Party.
- f) The Parties acknowledge that, during the term of this MOU, they will disclose certain Confidential Information to each other. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the work governed by this MOU. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. This provision survives termination of the MOU.
- g) All notice or demand required or permitted to be given under this MOU shall be in writing and delivered to an appropriate representative of the other Party.

IN WITNESS WHEREOF, the parties by their duly authorized officer hereto intending to be bound have executed this Agreement as of the Effective Date.

RELAY GRADUATE SCHOOL OF EDUCATION

SAUGUS PUBLIC SCHOOLS

By: _____

By: _____

Name: Mayme Hostetter

Name: _____

Title: President, Relay GSE

Title: _____

Date: _____

Date: _____

SAUGUS PUBLIC SCHOOLS - MOU AUGUST 2021



Saugus Public Schools

22000678

Grant Payment Form

Grant Name: FY19 - Title IV

Project #/Fund Code: 309-2155

Payment to be Made from: 91557181 / 530001
(Budget Number)

Amount of Payment: 9934.36

Payment to: Relay GSE (V# 302780)

**Please fill out the appropriate section either Expense or Payroll and check the categories that explain this expenditure:*

EXPENSE (attach requisition form)

Description: PD - Data Driven Instruction -
Aug. 26, 2021

Signatures Required

Finance Office: Pole C. Andrews Date: _____

Person Completing Form: Kerrin Thibette Date: 09/30/21

Grant Administrator: [Signature] Date: 09/30/21

Superintendent: [Signature] Date: 10/1/21

PAYROLL (attach time sheet)

Position: _____

Signatures Required

Finance Office: _____ Date: _____

Grant Administrator: _____ Date: _____

Principal: _____ Date: _____

Superintendent: _____ Date: _____

Submit Grant Payment Form and a Requisition to the Business Manager's Office

2200791



Saugus Public Schools

Grant Payment Form

Grant Name: FY22 - ESSER II

Project #/Fund Code: 113

Payment to be Made from: 22517181 / 530001
(Budget Number)

Amount of Payment: 6565.64

Payment to: Relay GSE (V# 302780)

**Please fill out the appropriate section either Expense or Payroll and check the categories that explain this expenditure:*

EXPENSE (attach requisition form)

Description: PD - Data Driven Instruction -
Aug. 20, 2021

Signatures Required

Finance Office: [Signature] Date: _____

Person Completing Form: [Signature] Date: 09/30/21

Grant Administrator: [Signature] Date: 09/30/21

Superintendent: [Signature] Date: 10/4/21

PAYROLL (attach time sheet)

Position: _____

Signatures Required

Finance Office: _____ Date: _____

Grant Administrator: _____ Date: _____

Principal: _____ Date: _____

Superintendent: _____ Date: _____

Submit Grant Payment Form and a Requisition to the Business Manager's Office

EXHIBIT E

Disclosure pursuant to M.G.L. c.268—Erin McMahon, Superintendent of Schools, Saugus MA

INTRODUCTION

While I believe I have adhered to all requirements of the law and no disclosure is necessary, nonetheless, I have come to understand there to be some concerns about services Relay Graduate School of Education (“Relay”) provided to Saugus Public Schools and whether I had a consulting relationship with Relay when I began my work in Saugus in July, 2021 or thereafter. I therefore make the following disclosure.

I did not have a consulting or work agreement with Relay at the time I began work in Saugus, on July 1, 2021. I did not bring Relay to Saugus with the expectation that they would offer me employment, a consulting relationship in the future, or any benefit of substantial value.

By way of context, I have been compelled to take administrative leave while the Town of Saugus/Saugus Public Schools conducts an investigation into alleged complaints about my work as Superintendent. Those complaints have not been shared with me in the format required under my contract following repeated requests, and the School Committee has not engaged with me on any such issues as my contract requires. I have commenced arbitration to address this deficiency.

I regret to say that I believe the current investigation is motivated in large part by my gender. While there are many reasons I have come to this conclusion, including that I acted at all times in the best interests of the District and transparently, I will mention only one objective fact here: Saugus has replaced four prior Superintendents in the past 10 years, but it has never commenced such an investigation into any of the prior Superintendents, all male.

Nonetheless, in response to questions about services provided to the Saugus Public Schools by Relay Graduate School of Education and whether I had a consulting relationship with Relay when I began my work in Saugus in July of 2021, or thereafter, I make the following disclosure pursuant to M.G. L. c. 268A, section 19 and section 23(b)(3):

BACKGROUND ON RELAY, PURSUIT OF MY DOCTORAL DEGREE, and CONSULTING ACTIVITIES

The circumstances surrounding the District contracting with Relay for its provision of professional development programming for District staff in August, 2021, and my extremely limited consulting relationship with Relay in February and June/July, 2022, which has ceased, is as follows.

The Massachusetts Department of Elementary and Secondary Education assessed the performance of the Saugus Public Schools in a comprehensive, 88-page report in 2019. DESE identified (and I am quoting from the report below in bullet points) the deficiencies in the educational program in Saugus, particularly the absence of data-based decision-making for curriculum and instruction, at the time as:

- District and school improvement plans are incomplete, unfocused, uneven in quality, and in some cases, nonexistent. There is limited evidence of strategic planning to drive improvement and assessment of progress toward the realization of outcomes,

- The school committee, central office, and school leaders have not established a culture of collaboration that focuses on improving teaching and learning and is infused with a sense of urgency.
- In observed classrooms, the quality of instruction was inconsistent districtwide,
- The district does not have a high-quality, standards-aligned, documented curriculum; a regular curriculum review and revision process; and a sufficient number of people empowered to exercise curriculum leadership,
- The district's data collection and analysis system is incomplete and inconsistent.
- The district does not use data systematically to improve teaching, learning, and decision-making, and to inform key stakeholders.
- The district's educator evaluation system does not ensure that educators receive high-quality feedback that helps them to improve their practice,
- The district's professional development program is not informed by student and educator data, aligned with district and educator goals, and focused on student outcomes.
- The district does not have a proactive tiered system of targeted academic and other support to meet the needs of all students, based upon data-driven decision-making and progress monitoring.
- The district has not established a positive behavioral system with an ongoing data-monitoring process to evaluate progress,
- Many principals, teachers, and students expressed concern and frustration with the history of allocation of financial resources, which they stated has led to an inadequate deployment of staff, both at the leadership level and in key school-based roles, and insufficient provision of learning materials, textbooks, and supplies,
- The district's budget documents for fiscal year 2019 and fiscal year 2020 do not include key information that connects improvement planning and student performance to the allocation of resources, nor do they include all available resources, such as grants and revolving accounts. In addition, the district and the town do not have an up-to-date and signed written agreement on municipal expenditures in support of the district.
- The district and the town do not have a comprehensive plan to improve and maintain its buildings and to ensure the effective use of buildings and operational systems. Staffing of facilities is incomplete.

When I was hired as Superintendent in July 2021, I was aware of the DESE findings because the Committee required each applicant to review the DESE report. The Committee instructed applicants to be familiar with the report and to be prepared to answer questions related to it in the

interview process. I immediately began to assess the needs of students, parents, teachers, administrators and local political leaders in developing a course of action to raise student performance from the bottom tenth of the state to the top tenth. As part of the planning for district wide improvement I considered the then absence of meaningful data collection and analysis—without which we could not identify a baseline and plan for improvement. The Saugus School Committee agreed that one of my goals was to create and implement a plan for District-wide improvement.

Relay Graduate School of Education (hereinafter “Relay GSE” or “Relay”) is a nationally recognized and accredited school of education that trains teachers, school leaders, and principals on the core elements of a concept developed by Relay known as Leverage Leadership. Leveraged Leadership is focused on improving student performance and teachers’ instructional practices through data collection and analysis. These steps lead to curriculum planning, a review of existing instructional practices, and development of potential options for improving instruction. School districts across the country rely on the Relay program to create evidence-based, data-driven instructional practices.

Based on my previous work in the Denver Colorado Public Schools (2012-2017), my work as Chief Academic Officer for KIPP (a nationwide organization for charter schools) (2018-2020) and my work at the Massachusetts DESE before I came to Saugus (2020-2021), I knew about Relay’s innovative programs. Because the Relay methodology is highly effective, over the course of several years in several different school systems and organizations across the country, I have recommended that dozens, if not hundreds, of school administrators enroll in Relay training programs.

For example, in 2014-2015, while I was an Instructional Superintendent with Denver Public Schools, Denver Public Schools formally partnered with Relay. At that time, I participated in the Relay training along with more than 20 other Instructional Superintendents in the newly forming National Principals Supervisor Academy. It was a job requirement to implement the Relay data/evidence practices in the Denver system. This was my first contact with Relay.

The training I participated in through Relay was intended to permit expansion of the reach of their PD program to more districts on a national level. I successfully used the practices I learned through Relay (weekly data meetings, observation, and student culture) in my region or cluster of schools within the Denver school system. Utilization of Relay by my region resulted in student growth of 5%, the highest growth among the elementary regions, from 2014-2016.

After the success in Denver, I was encouraged by my supervisor to apply for the Leverage Leadership Institute (“LLI”) for 2015-2016. LLI was a training program designed for leaders of schools performing in the top 10% of their district or state and to allow them to expand access to the methodology developed by Relay to other school leaders. In the following year, 2016-2017, and due to the results obtained with the Relay program, as the Associate Chief of Academics for Denver Public Schools, I was responsible for managing the Relay GSE relationship and continuing to expand the professional development programming within Denver Public Schools.

Since leaving Denver Public Schools, I have relied on my expertise in the Relay PD programs to bring that methodology, or to recommend it, throughout my career in large part due to the incredible, first-hand results I saw in Denver. At the KIPP Foundation, which operates a nationwide network of charter schools I relied on my experience with coaching PD sessions that Relay sponsored (known as triathlons) to lead Relay's PD programs at KIPP. When I returned to Massachusetts in 2020, I recommended Relay programs to districts from time to time, although I had no decision-making authority in terms of whether a district chose to work with Relay. I was pleased when Holyoke chose to engage Relay as part of its turnaround strategy with DESE to train all principals, although I was not part of that district's decision to do so.

While at DESE I applied for entrance into the doctoral program through a joint Mass DESE/Lynch School of Education program at Boston College. When I was selected for the Superintendency in Saugus in the late Spring of 2021, as part of the contract negotiation process with the Saugus School Committee, I disclosed that I would be participating in the BC program. The BC program in which I was enrolled meets mostly on weekends and for a multi-day in-person session in the summer. I also told the Committee that I had a limited teaching commitment at Columbia University in New York as an adjunct faculty member, which I wanted to complete. These were the only outside consulting commitments I anticipated when I entered into my contract, and the Committee was open to my pursuit of these outside commitments.

As of the Summer of 2021, I had not consulted for Relay since 2018.

The contract I signed contains language expressly acknowledging my participation in the Doctoral program at BC and the following language in section 10.2, permitting me to engage in consulting work:

10.2 Consulting/Teaching: The Superintendent may engage in professional consulting/teaching work provided that such consulting/teaching work does not interfere with or detract from the Superintendent's work as Superintendent for the Saugus Public Schools. The Superintendent must provide notice to the Committee Chair and use her vacation leave to cover her absences, if any, for such consulting/teaching work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting/teaching work.

I began my work as Superintendent in Saugus on July 1, 2021. Because of the time needed to do the work in Saugus and in the BC program, I stopped teaching and working at Columbia after the Spring of 2022.

While I did not seek out consulting opportunities, from time to time I was asked to provide coaching or training to educators. I believed these opportunities benefitted me as much as the educators involved, as they kept me sharp on current PD programs and practices. As those opportunities arose which I wished to pursue, I notified then Committee Chair Tom Whittredge during regular, but generally not scheduled, meetings we had in my District office. All such opportunities and any pay I received have been disclosed to Committee representatives.

Along these lines, and in connection with the explicit goal to vastly improve performance throughout the District, I obtained a proposal from Relay to provide year-long PD to administrative staff in Saugus, beginning the following summer in New York City. I was advised by District staff that in Massachusetts, c. 30B, sec. 1(22) exempts professional development or staff training from generally applicable requirements for bidding services. That said, I did explore alternatives locally, and determined they would be more expensive and less effective. I also explored having Relay come on site for training, which would also have been more costly.

Months after obtaining Relay's memorandum of understanding in August 2021, as set out above, I received a blast email asking prior LLI participants to coach for Relay over the following school year. I agreed to do so, primarily because I believed I would gain exposure to updated Relay materials and methodology that would help me facilitate its introduction to and implementation in Saugus Public Schools, which material I would otherwise need to access by being a paid participant in a Relay program. I was paid a total of \$1000.00 for the two, three-hour sessions on February 3 and 4, 2022. Consistent with my contract, I discussed this opportunity with the Chair when it arose, and to my memory, the Chair never asked for further notice or information. I put my coaching sessions on my District calendar which I posted routinely for public consumption outside of my office.

After the resignation of the former Chair, Vincent Serino came on as Chair in May 2022. I spoke to him, at length, on several occasions, about what we were trying to achieve by sending four Saugus leaders to be trained by Relay's leadership programs. I received no compensation from Relay in connection with this program. Saugus was charged the normal rate for these services. As part of those conversations with Mr. Serino, I shared that I had previously coached the Relay "triathlons" as part of the summer training and that it supported my own continued development. The compensation was nominal but the experience kept me current with the Relay practices.

In February 2022, I explored various ways to donate the fee for my time for February 3 and 4 to the Saugus Education Fund to defray the cost of teacher meals during their PD. I was told this was not possible, first by Relay who would not pay the Fund directly and then by the District who told me I could not donate the fee directly to the Fund. I have documentation of these communications which I have shared. Following these efforts, my family and friends contributed over \$2000.00 to the Fund to carry-out my intent to pay for food for faculty during PD. Mr. Serino, then Vice Chair of the Committee, wrote me an email on February 11, 2022, thanking me for arranging this gesture of support.

I was again asked by Relay in an email dated June 23, 2022, to coach in the summer of 2022 because they were short coaches, and I agreed to do so. One three hour session was June 30, 2022, and the other was July 28, 2022.

The total amount I received from Relay GSE for consulting during the 2021-22 school year was \$1875.00.

Due to the demands of my position in Saugus and the BC doctoral program, I have not coached anyone on behalf of any consulting group this school year (2022-23) and have not coached with Relay since July 28, 2022.

CONCLUSION

I had no financial interest in or with Relay when I began my work in Saugus. I had no financial interest in or with Relay when I negotiated a memorandum of understanding for administrators to participate in training in August 2021. I have no present or expected future financial interest in Relay or its activities. I disclosed in the 21-22 school year Relay's voluntary retention of me for about 12 hours of consulting time, at Relay's initiation, and actually tried to donate my fee to Saugus to offset costs of Saugus' PD programming.

On these facts, there is no real or reasonably construed conflict of interest under M.G.L. c.268A.

EXHIBIT F



**RELAY GRADUATE SCHOOL OF EDUCATION
CONSULTING AGREEMENT**

This CONSULTING AGREEMENT (“Agreement”) is between Relay Graduate School of Education, a New York education corporation having a principal place of business at 25 Broadway, 3rd Floor, New York, NY (“Relay GSE”), and Erin McMahon d.b.a. Bespeak Leadership LLC, an independent contractor with a principal address specified below (“Consultant”) (each a “Party,” and collectively, the “Parties”), dated June 30, 2022.

1. **Services.** Consultant will provide the following Services:
 - Serve as a Triathlon coach for (1) wave in June
 - As a Triathlon coach, you will guide leaders through practice rounds where they'll try out their new skills in leading observation feedback, weekly data meetings or planning meetings. You'll provide feedback and ask clarifying and probing questions.
 2. **Work Product.** Consultant will provide the following Work Product:
 - Delivery of above services.
 3. **Schedule for Services and/or Work Product.** The period of time intended for providing these Services and/or Work Product shall begin on 06/30/2022, and end on 06/30/2022.
 - Such adjustments to the schedule as are agreed by the Parties to complete the Services and/or Work Product satisfactorily and to accommodate any modifications to the Consulting Agreement.
 4. **Fees and Payment Procedures.** Consultant will be compensated on the following basis:
 - An all-inclusive fee of **\$500.00** for the Services and/or Work Product described in this Agreement for Consultant, those working for or on behalf of Consultant, for expenses and for miscellaneous activities. Upon satisfactory completion of the above Services, payment will be rendered to Consultant according to the following schedule:
 - \$500.00 will be paid and postmarked on or five business days after 07/01/22.
 - If payments to Consultant include the value of Services and/or Work Product provided for or on behalf of Consultant, Consultant is fully responsible for making those payments promptly to the other individuals.
 - Fees may be adjusted in writing if explicitly agreed to by the Parties in advance because of written modifications to the Agreement. Relay GSE reserves the right to adjust fees if a portion of the Services and/or Work Product is not completed by the agreed upon due date.
2. **Miscellaneous Terms.**
- Consultant will provide, for Consultant and any individuals performing Services for Consultant under the Agreement, all signed documentation and related material (insurance, background clearances) to Relay GSE in advance of commencing consulting Services or within the week an additional individual becomes involved in performing Services.

The signatures below indicate that the terms of this contract have been reviewed, understood, and agreed to as of the date each Party signs below:

Erin McMahon d.b.a. Bespeak Leadership LLC

For Relay GSE

Sign: _____

Sign:



Print Name: _____

Print Name: Mayme Hostetter

Date: _____

Date: June 30, 2022

Article 1

DEFINITIONS

1.1 “Confidential Information” shall mean any and all confidential, proprietary, unknown to the public, and/or competitively sensitive information of, or concerning, Relay GSE, including without limitation, its operations, plans, donors, financial supporters, employees, affiliates, students and clients. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by Relay GSE as being Confidential Information, shall be presumed to be Confidential Information.

1.2 “Intellectual Property” shall mean any and all worldwide intellectual property rights, in any media now known or hereafter developed, including without limitation copyrights, all rights in the nature of copyright and other works of authorship; patents; trademarks, service marks or trade names; applications for any of the above, trade secrets or other confidential proprietary or nonpublic information; know-how; rights of attribution, and, to the fullest extent permitted by law, moral rights, as well as applicable privacy and publicity rights.

1.3 “Pre-Existing Rights” shall mean Intellectual Property rights owned by or licensed to Consultant that are pre-existing on the Effective Date of this Agreement and which are incorporated in or otherwise required to use any Work Product provided by Consultant pursuant to this Agreement.

1.4 “Work Product” shall mean any and all work produced, deliverables, reports, documents, data, media, recordings, inventions, improvements, works of authorship, ideas, discoveries, technology, methods, materials and Intellectual Property which is developed, created, discovered, improved, authored, derived, invented, reduced to practice or acquired by, for, or on behalf of Consultant, or persons working for or with Consultant, in connection with or while performing the Services.

1.5 “Authorized Entities” shall mean those organizations, individuals or entities affiliated with Relay GSE, involved in programs or projects with Relay GSE, providing media or public relations services to Relay GSE and those who acquire or use material provided by Relay GSE, whether now or in the future.

Article 2

SERVICES

2.1 Engagement. Relay GSE hereby engages Consultant to perform the consulting services described in Exhibit A Scope of Work (the “Services”) for Relay GSE’s benefit and the benefit of Relay GSE designated Authorized Entities. Consultant shall promptly notify Relay GSE upon completing the Services and deliver all Work Product to Relay GSE. Consultant’s scope of services, details of Work Product, fees, expenses and a timetable for performing the Services and delivering the Work Product, shall be set forth in Exhibit A, attached to this Agreement and made of part of the Agreement. Relay GSE retains the right to reasonably refine the specifics of the Services and Work Product, as well as the time table, from time to time as the engagement progresses. In addition to the enumerated Services set forth in Exhibit A, Consultant understands that in order to provide the Services, on an as-needed basis, Consultant will participate in meetings and discussions with Relay GSE, its representatives and advisors with regard to the Services and Work Product. Except as set forth in Exhibit A, Consultant will be entitled to no additional fees or expenses for the Services performed or Work Product provided to Relay GSE. Any rights or benefits provided or granted by Consultant will be for the benefit of Relay GSE and the Authorized Entities. To the extent any licenses or certifications are required for Consultant to provide the Services, Consultant shall provide copies of such documents when returning the executed Agreement.

2.2 Independent Contractor. Consultant, and any other person furnishing Services on behalf of Consultant or for Consultant, shall be acting as an independent contractor in performing the Services and shall not be considered or deemed to be an agent, employee, joint venturer or partner of Relay GSE. Neither Party shall have, or shall represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party. Consultant shall be solely responsible for Consultant’s tax and withholding liability for Consultant and any person furnishing Services on behalf of or for

Consultant, including statutory insurance.

2.3 Ownership of Work Product and Rights. Except as otherwise modified in writing by the terms of this Agreement, or any addendum incorporated into the Agreement, the following rights of ownership shall govern:

- (a) Consultant agrees that Relay GSE shall be the sole and exclusive owner of all right, title and interest in and to all Services performed pursuant to this Agreement and to the Work Product, together with all related copies and versions of documentation, electronic media and Intellectual Property rights, and Consultant agrees to grant and assign to Relay GSE all right, title and interest in the Services and Work Product, including the right for Relay GSE to transfer, sell, assign or license, in whole or in part, these rights to another party. Nothing herein shall be construed as granting Consultant any rights in any of the foregoing. Consultant shall, at the request and expense of Relay GSE, perform any and all acts that Relay GSE may reasonably deem necessary or desirable to evidence, protect or confirm Relay GSE's ownership interest in the Work Product and Intellectual Property rights therein, including without limitation, making further written assignments in a form determined by Relay GSE. To the greatest extent possible, the Work Product will be considered "work-for-hire" for Relay GSE under US law. In the event that any Work Product is not deemed to be a "work-for-hire" Consultant does assign all rights and will obtain agreements or consents from any third parties claiming rights in the Work Product for the benefit of Relay GSE.
- (b) In granting ownership rights to Relay GSE, Consultant agrees that, except for disclosed Pre-existing Rights, Consultant will not use any work or materials that infringe or could infringe the intellectual property rights of third parties unless Consultant acquires for the benefit of Consultant and Relay GSE written authorization (whether as a license, assignment, transfer or sale) which is irrevocable, perpetual, transferable, non-exclusive, royalty-free and worldwide, to use the Intellectual Property in performing the Services and providing the Work Product. Copies of all authorizations shall be provided with the Work Product.
- (c) Consultant hereby grants to Relay GSE, an irrevocable, perpetual, transferable, non-exclusive, worldwide, royalty-free license (with the right to grant sublicenses) under all Pre-Existing Rights in connection with the use and operation of the Work Product. Consultant agrees to notify Relay GSE promptly if any relevant change or challenge arises with regard to the Pre-Existing Rights. Consultant shall prepare and provide as an attachment to this Agreement a complete list of all Pre-Existing Rights.
- (d) Relay GSE shall have the irrevocable and royalty-free right to use Consultant's name, image, likeness, biographical information, spoken words, teacher work, performance and movement in and with any Work Product created, developed or improved on by Consultant or on Consultant's behalf in connection with or while engaged by Relay GSE, including any recordings of Consultant and Consultant's performance of Services made by or for Relay GSE for its purposes and Consultant waives and relinquishes any claims or potential claims available to Consultant under publicity and privacy laws and regulations with regard to Relay GSE's use thereof. Consultant expressly agrees that the Work Product, including any recordings created of Consultant's Services are to be "works-made-for-hire" under the United States Copyright Act, and Consultant acknowledges and grants Relay GSE all Intellectual Property rights to the Work Product, including the recordings.
- (e) Consultant agrees that the above intellectual property rights and obligations survive expiration or termination of the Agreement.

2.4 Prior Permission. Consultant acknowledges and agrees that any use by Consultant of the Work Product or Recordings requires prior written permission by Relay GSE and any Authorized Entities, if applicable. Consultant is granted permission to use underlying aspects reflected in the Work Product in the course of Consultant's own future face-to-face teaching activities in a classroom or similar place devoted to instruction provided that Relay GSE's ownership is recognized at the time. Consultant may show Work Product as an example of the type of work Consultant can produce.

2.5 Term and Termination. This Agreement shall commence as of the Effective Date and continue in

effect until terminated in accordance with Exhibit A, except that either party may terminate this Agreement at any time on three (3) days prior written notice to the other party with or without cause. Upon termination, Consultant shall promptly deliver to Relay GSE any and all Work Product, Confidential Information and any and all other materials and versions of the materials of Relay GSE in Consultant's possession or control. Relay GSE shall be responsible for payment for Services completed and delivered by the date of termination and for no other payments.

Article 3

CONFIDENTIALITY AND CONFLICT OF INTEREST

3.1 Confidentiality. Consultant shall maintain in confidence all Confidential Information and, except as required by law, not disclose such Confidential Information to any third party. In maintaining such confidentiality, Consultant shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. Consultant shall make no use of any Confidential Information for any purposes other than those permitted under this Agreement. Promptly upon the expiration or termination of this Agreement, or at any time upon Relay GSE's request, Consultant shall, at Relay GSE's option, return to Relay GSE all Confidential Information in its possession or control, or destroy such Confidential Information, including any copies. Consultant acknowledges and confirms that the Confidential Information constitutes proprietary information and trade secrets valuable to Relay GSE, and that the unauthorized use, loss or outside disclosure of such Confidential Information shall be presumed to cause irreparable injury to Relay GSE. Consultant shall notify Relay GSE immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and shall cooperate with Relay GSE in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use. The obligation of confidentiality contained herein shall not apply to the extent that (a) Consultant is required to disclose information by order or regulation of a governmental agency or court of competent jurisdiction; provided that Consultant shall not make any disclosure without first notifying Relay GSE and allowing Relay GSE a reasonable opportunity to seek relief.

3.2 Confidential Period. Consultant agrees to hold and maintain the Confidential Information in confidence for the term of Consultant's engagement with Relay GSE and this obligation survives expiration or termination of the Agreement.

3.3 Conflict of Interest. Consultant represents that there is no actual or potential conflict of interest with Consultant providing these Services or Work Product to Relay GSE. No other responsibility, employment, consulting, business or personal arrangement of Consultant prohibits or interferes with the provision of these Services or creates a conflict of interest for Consultant to provide these Services. Consultant has disclosed any real or potential conflict of interest to Relay GSE in advance of committing to this Agreement, and Consultant will disclose any real or potential conflict if one should arise after the commencement of this Agreement. Consultant understands that for the purpose of this Agreement a conflict of interest will include, without limitation, a financial or business arrangement (including employment) involving Relay GSE and/or its Authorized Entities and Consultant, any individual who works for or with Consultant, any business associate or partner of Consultant, and any of their family or household members. Upon disclosure, Relay GSE will, in its sole discretion, determine whether there is a conflict or potential conflict and whether the transaction nonetheless remains in the best interest of Relay GSE.

Article 4

MEDIA CONSENT

4.1 Media Consent. Relay GSE will record and describe through audio, video, photography, print and other means ("Recordings"), class sessions and other official program activities related to Relay GSE and may broadcast, publish or post all or part of such Recordings for educational, promotional, or commercial purposes. In addition to Recordings made by or on behalf of Relay GSE, interviewers, photographers and reporters from the news media, non-profit organizations and others may, with the authorization of Relay GSE, create Recordings. Consultant acknowledges and understands that Consultant consents to the initial creation of the Recordings for the entire period during which Consultant is affiliated with Relay GSE.

4.2 Use of Recordings. Consultant expressly acknowledges and understands that Consultant has no control over how Relay GSE or others authorized by Relay GSE will use the Recordings or how such Recordings will be edited or how Consultant will be portrayed. Consultant waives any right to inspect or approve Recordings that may

be used now or in the future, whether that use is known or unknown to the Consultant, and Consultant waives any right to royalties or other compensation arising from or related to the use of the Recordings. Further, Consultant hereby consents to the broadcasting, publishing or posting of the Recordings in any and all forms of media for all purpose and without limitation, including commercial and advertising purposes.

4.3 Ownership of Recordings. Consultant acknowledges and understands that Relay GSE and others authorized by Relay GSE that make such Recordings shall own all rights, title and interest, including the copyright(s), and Consultant irrevocably grants and assigns all such rights Consultant may have, in and to the Recordings, to be used and disposed in perpetuity without limitations and such organization that created such Recordings shall determine such use in its sole discretion.

4.4 Release. By entering into this Agreement and granting this permission, Consultant releases Relay GSE and others authorized by Relay GSE and each organization's or authorized person's respective affiliates, officers, directors, agents, assigns, licensees, successors and/or employees from and against any and all liability, loss, damage, costs, claims (including but not limited to claims for invasion of privacy or defamation) and/or causes of action arising out of or related to Consultant's participation in any media events, including but not limited to, television broadcasts, promotional materials, commercial uses, or website projects.

Article 5 MISCELLANEOUS

5.1 Notices. All notices and communications required by this Agreement, including any notice for breach or termination, will be in writing and will be delivered by hand, mail, email, fax or sent by courier to the respective Parties at the addresses set forth in this Agreement.

5.2 Taxes, Waiver and Legal Compliance. Consultant will comply with applicable laws and regulations governing the Services and the populations served, as well as the laws that apply to employment of any persons to assist Consultant in performing these Services. Consultant will be responsible for and will pay all taxes and withholding amounts (including, without limitation, any interest, penalties or fines in connection with such taxes) imposed by any government entity in respect of all fees, expenses or other payments of any nature paid to Consultant, or paid to Consultant for any person providing Services for or on behalf of Consultant, pursuant to this Agreement. Consultant agrees to waive, release, indemnify and hold harmless Relay GSE and /or any of the Authorized Entities, including their respective affiliates, directors, trustees, officers, employees, students, agents, licensees, and representatives, in their corporate and individual capacities, from any and all liability, claims, suits, causes of action, loss or damages (including attorney's fees, costs or expenses) arising out of or related to the performance of these Services and the development of the Work Product. Consultant shall obtain a similar hold harmless and waiver from each person providing Services for or on behalf of Consultant, indemnifying, holding harmless, releasing and waiving claims against Relay GSE and the Authorized Entities.

5.3 Entire Agreement; Governing Law. This Agreement (including the Exhibits) constitutes the entire agreement between the Parties with respect to the subject matter, may only be amended in writing, and no oral or written statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions. Amendments may be made by email communication between the Parties which establish consent to amended terms and conditions. Such email exchanges will be incorporated into the Agreement as an amendment. This Agreement supersedes any prior or contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter. The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party to enforce such provisions. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law rules. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision. Consultant and Relay GSE agree initially to seek to resolve any disputes that may arise through available internal or alternative dispute resolution procedures, including those provided directly by Relay GSE and/or Authorized Entities. If a dispute is not resolved through an alternative dispute resolution process, any legal action or proceeding relating to this Agreement will be subject to the exclusive jurisdiction of the courts of the State of New York or the United States District Court in New York County.

5.4 Assignment. Consultant may not assign, delegate or otherwise transfer this Agreement or any of Consultant's rights or obligations without the prior written consent of R Relay GSE.

5.5 Survival. The duties and obligations of the Parties under Sections 2.2 through 2.5 and Articles 3 and 4 of this Agreement shall survive any expiration or termination of this Agreement.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date executed by the last Party signing unless otherwise stated herein.

ERIN MCMAHON D.B.A. BESPEAK LEADERSHIP LLC

RELAY GRADUATE SCHOOL OF EDUCATION

By: _____

By:



Name: _____

Name: Mayme Hostetter

Title: _____

Title: President

Street Address: _____

City, State, Zip Code: _____

Date: _____

EXHIBIT G



**RELAY GRADUATE SCHOOL OF EDUCATION
CONSULTING AGREEMENT**

This CONSULTING AGREEMENT ("Agreement") is between Relay Graduate School of Education, a New York education corporation having a principal place of business at 25 Broadway, 3rd Floor, New York, NY ("Relay GSE"), and Erin McMahon d.b.a. Bespeak Leadership LLC, an independent contractor with a principal address specified below ("Consultant") (each a "Party," and collectively, the "Parties"), dated July 26, 2022.

1. **Services.** Consultant will provide the following Services:

- Serve as a Triathlon coach for (1) wave in July
 - As a Triathlon coach, you will guide leaders through practice rounds where they'll try out their new skills in leading observation feedback, weekly data meetings or planning meetings. You'll provide feedback and ask clarifying and probing questions

2. **Work Product.** Consultant will provide the following Work Product:

- Delivery of above services.

3. **Schedule for Services and/or Work Product.** The period of time intended for providing these Services and/or Work Product shall begin on 07/28/2022, and end on 07/28/2022.

- Such adjustments to the schedule as are agreed by the Parties to complete the Services and/or Work Product satisfactorily and to accommodate any modifications to the Consulting Agreement.

4. **Fees and Payment Procedures.** Consultant will be compensated on the following basis:

- An all-inclusive fee of **\$375.00** for the Services and/or Work Product described in this Agreement for Consultant, those working for or on behalf of Consultant, for expenses and for miscellaneous activities. Upon satisfactory completion of the above Services, payment will be rendered to Consultant according to the following schedule:

- \$375.00 will be paid and postmarked on or five business days after 08/01/22.

- If payments to Consultant include the value of Services and/or Work Product provided for or on behalf of Consultant, Consultant is fully responsible for making those payments promptly to the other individuals.
- Fees may be adjusted in writing if explicitly agreed to by the Parties in advance because of written modifications to the Agreement. Relay GSE reserves the right to adjust fees if a portion of the Services and/or Work Product is not completed by the agreed upon due date.

2. **Miscellaneous Terms.**

- Consultant will provide, for Consultant and any individuals performing Services for Consultant under the Agreement, all signed documentation and related material (insurance, background clearances) to Relay GSE in advance of commencing consulting Services or within the week an additional individual becomes involved in performing Services.

The signatures below indicate that the terms of this contract have been reviewed, understood, and agreed to as of the date each Party signs below:

Erin McMahon d.b.a. Bespeak Leadership LLC

For Relay GSE

Sign: _____

Sign:



Print Name: _____

Print Name: Mayme Hostetter

Date: _____

Date: July 26, 2022

Article 1

DEFINITIONS

1.1 “Confidential Information” shall mean any and all confidential, proprietary, unknown to the public, and/or competitively sensitive information of, or concerning, Relay GSE, including without limitation, its operations, plans, donors, financial supporters, employees, affiliates, students and clients. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by Relay GSE as being Confidential Information, shall be presumed to be Confidential Information.

1.2 “Intellectual Property” shall mean any and all worldwide intellectual property rights, in any media now known or hereafter developed, including without limitation copyrights, all rights in the nature of copyright and other works of authorship; patents; trademarks, service marks or trade names; applications for any of the above, trade secrets or other confidential proprietary or nonpublic information; know-how; rights of attribution, and, to the fullest extent permitted by law, moral rights, as well as applicable privacy and publicity rights.

1.3 “Pre-Existing Rights” shall mean Intellectual Property rights owned by or licensed to Consultant that are pre-existing on the Effective Date of this Agreement and which are incorporated in or otherwise required to use any Work Product provided by Consultant pursuant to this Agreement.

1.4 “Work Product” shall mean any and all work produced, deliverables, reports, documents, data, media, recordings, inventions, improvements, works of authorship, ideas, discoveries, technology, methods, materials and Intellectual Property which is developed, created, discovered, improved, authored, derived, invented, reduced to practice or acquired by, for, or on behalf of Consultant, or persons working for or with Consultant, in connection with or while performing the Services.

1.5 “Authorized Entities” shall mean those organizations, individuals or entities affiliated with Relay GSE, involved in programs or projects with Relay GSE, providing media or public relations services to Relay GSE and those who acquire or use material provided by Relay GSE, whether now or in the future.

Article 2

SERVICES

2.1 Engagement. Relay GSE hereby engages Consultant to perform the consulting services described in Exhibit A Scope of Work (the “Services”) for Relay GSE’s benefit and the benefit of Relay GSE designated Authorized Entities. Consultant shall promptly notify Relay GSE upon completing the Services and deliver all Work Product to Relay GSE. Consultant’s scope of services, details of Work Product, fees, expenses and a timetable for performing the Services and delivering the Work Product, shall be set forth in Exhibit A, attached to this Agreement and made of part of the Agreement. Relay GSE retains the right to reasonably refine the specifics of the Services and Work Product, as well as the time table, from time to time as the engagement progresses. In addition to the enumerated Services set forth in Exhibit A, Consultant understands that in order to provide the Services, on an as-needed basis, Consultant will participate in meetings and discussions with Relay GSE, its representatives and advisors with regard to the Services and Work Product. Except as set forth in Exhibit A, Consultant will be entitled to no additional fees or expenses for the Services performed or Work Product provided to Relay GSE. Any rights or benefits provided or granted by Consultant will be for the benefit of Relay GSE and the Authorized Entities. To the extent any licenses or certifications are required for Consultant to provide the Services, Consultant shall provide copies of such documents when returning the executed Agreement.

2.2 Independent Contractor. Consultant, and any other person furnishing Services on behalf of Consultant or for Consultant, shall be acting as an independent contractor in performing the Services and shall not be considered or deemed to be an agent, employee, joint venturer or partner of Relay GSE. Neither Party shall have, or shall represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party. Consultant shall be solely responsible for Consultant’s tax and withholding liability for Consultant and any person furnishing Services on behalf of or for

Consultant, including statutory insurance.

2.3 Ownership of Work Product and Rights. Except as otherwise modified in writing by the terms of this Agreement, or any addendum incorporated into the Agreement, the following rights of ownership shall govern:

- (a) Consultant agrees that Relay GSE shall be the sole and exclusive owner of all right, title and interest in and to all Services performed pursuant to this Agreement and to the Work Product, together with all related copies and versions of documentation, electronic media and Intellectual Property rights, and Consultant agrees to grant and assign to Relay GSE all right, title and interest in the Services and Work Product, including the right for Relay GSE to transfer, sell, assign or license, in whole or in part, these rights to another party. Nothing herein shall be construed as granting Consultant any rights in any of the foregoing. Consultant shall, at the request and expense of Relay GSE, perform any and all acts that Relay GSE may reasonably deem necessary or desirable to evidence, protect or confirm Relay GSE's ownership interest in the Work Product and Intellectual Property rights therein, including without limitation, making further written assignments in a form determined by Relay GSE. To the greatest extent possible, the Work Product will be considered "work-for-hire" for Relay GSE under US law. In the event that any Work Product is not deemed to be a "work-for-hire" Consultant does assign all rights and will obtain agreements or consents from any third parties claiming rights in the Work Product for the benefit of Relay GSE.
- (b) In granting ownership rights to Relay GSE, Consultant agrees that, except for disclosed Pre-existing Rights, Consultant will not use any work or materials that infringe or could infringe the intellectual property rights of third parties unless Consultant acquires for the benefit of Consultant and Relay GSE written authorization (whether as a license, assignment, transfer or sale) which is irrevocable, perpetual, transferable, non-exclusive, royalty-free and worldwide, to use the Intellectual Property in performing the Services and providing the Work Product. Copies of all authorizations shall be provided with the Work Product.
- (c) Consultant hereby grants to Relay GSE, an irrevocable, perpetual, transferable, non-exclusive, worldwide, royalty-free license (with the right to grant sublicenses) under all Pre-Existing Rights in connection with the use and operation of the Work Product. Consultant agrees to notify Relay GSE promptly if any relevant change or challenge arises with regard to the Pre-Existing Rights. Consultant shall prepare and provide as an attachment to this Agreement a complete list of all Pre-Existing Rights.
- (d) Relay GSE shall have the irrevocable and royalty-free right to use Consultant's name, image, likeness, biographical information, spoken words, teacher work, performance and movement in and with any Work Product created, developed or improved on by Consultant or on Consultant's behalf in connection with or while engaged by Relay GSE, including any recordings of Consultant and Consultant's performance of Services made by or for Relay GSE for its purposes and Consultant waives and relinquishes any claims or potential claims available to Consultant under publicity and privacy laws and regulations with regard to Relay GSE's use thereof. Consultant expressly agrees that the Work Product, including any recordings created of Consultant's Services are to be "works-made-for-hire" under the United States Copyright Act, and Consultant acknowledges and grants Relay GSE all Intellectual Property rights to the Work Product, including the recordings.
- (e) Consultant agrees that the above intellectual property rights and obligations survive expiration or termination of the Agreement.

2.4 Prior Permission. Consultant acknowledges and agrees that any use by Consultant of the Work Product or Recordings requires prior written permission by Relay GSE and any Authorized Entities, if applicable. Consultant is granted permission to use underlying aspects reflected in the Work Product in the course of Consultant's own future face-to-face teaching activities in a classroom or similar place devoted to instruction provided that Relay GSE's ownership is recognized at the time. Consultant may show Work Product as an example of the type of work Consultant can produce.

2.5 Term and Termination. This Agreement shall commence as of the Effective Date and continue in

effect until terminated in accordance with Exhibit A, except that either party may terminate this Agreement at any time on three (3) days prior written notice to the other party with or without cause. Upon termination, Consultant shall promptly deliver to Relay GSE any and all Work Product, Confidential Information and any and all other materials and versions of the materials of Relay GSE in Consultant's possession or control. Relay GSE shall be responsible for payment for Services completed and delivered by the date of termination and for no other payments.

Article 3

CONFIDENTIALITY AND CONFLICT OF INTEREST

3.1 Confidentiality. Consultant shall maintain in confidence all Confidential Information and, except as required by law, not disclose such Confidential Information to any third party. In maintaining such confidentiality, Consultant shall exercise the same degree of care that it exercises with its own confidential information, and in no event less than a reasonable degree of care. Consultant shall make no use of any Confidential Information for any purposes other than those permitted under this Agreement. Promptly upon the expiration or termination of this Agreement, or at any time upon Relay GSE's request, Consultant shall, at Relay GSE's option, return to Relay GSE all Confidential Information in its possession or control, or destroy such Confidential Information, including any copies. Consultant acknowledges and confirms that the Confidential Information constitutes proprietary information and trade secrets valuable to Relay GSE, and that the unauthorized use, loss or outside disclosure of such Confidential Information shall be presumed to cause irreparable injury to Relay GSE. Consultant shall notify Relay GSE immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and shall cooperate with Relay GSE in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use. The obligation of confidentiality contained herein shall not apply to the extent that (a) Consultant is required to disclose information by order or regulation of a governmental agency or court of competent jurisdiction; provided that Consultant shall not make any disclosure without first notifying Relay GSE and allowing Relay GSE a reasonable opportunity to seek relief.

3.2 Confidential Period. Consultant agrees to hold and maintain the Confidential Information in confidence for the term of Consultant's engagement with Relay GSE and this obligation survives expiration or termination of the Agreement.

3.3 Conflict of Interest. Consultant represents that there is no actual or potential conflict of interest with Consultant providing these Services or Work Product to Relay GSE. No other responsibility, employment, consulting, business or personal arrangement of Consultant prohibits or interferes with the provision of these Services or creates a conflict of interest for Consultant to provide these Services. Consultant has disclosed any real or potential conflict of interest to Relay GSE in advance of committing to this Agreement, and Consultant will disclose any real or potential conflict if one should arise after the commencement of this Agreement. Consultant understands that for the purpose of this Agreement a conflict of interest will include, without limitation, a financial or business arrangement (including employment) involving Relay GSE and/or its Authorized Entities and Consultant, any individual who works for or with Consultant, any business associate or partner of Consultant, and any of their family or household members. Upon disclosure, Relay GSE will, in its sole discretion, determine whether there is a conflict or potential conflict and whether the transaction nonetheless remains in the best interest of Relay GSE.

Article 4

MEDIA CONSENT

4.1 Media Consent. Relay GSE will record and describe through audio, video, photography, print and other means ("Recordings"), class sessions and other official program activities related to Relay GSE and may broadcast, publish or post all or part of such Recordings for educational, promotional, or commercial purposes. In addition to Recordings made by or on behalf of Relay GSE, interviewers, photographers and reporters from the news media, non-profit organizations and others may, with the authorization of Relay GSE, create Recordings. Consultant acknowledges and understands that Consultant consents to the initial creation of the Recordings for the entire period during which Consultant is affiliated with Relay GSE.

4.2 Use of Recordings. Consultant expressly acknowledges and understands that Consultant has no control over how Relay GSE or others authorized by Relay GSE will use the Recordings or how such Recordings will be edited or how Consultant will be portrayed. Consultant waives any right to inspect or approve Recordings that may

be used now or in the future, whether that use is known or unknown to the Consultant, and Consultant waives any right to royalties or other compensation arising from or related to the use of the Recordings. Further, Consultant hereby consents to the broadcasting, publishing or posting of the Recordings in any and all forms of media for all purpose and without limitation, including commercial and advertising purposes.

4.3 Ownership of Recordings. Consultant acknowledges and understands that Relay GSE and others authorized by Relay GSE that make such Recordings shall own all rights, title and interest, including the copyright(s), and Consultant irrevocably grants and assigns all such rights Consultant may have, in and to the Recordings, to be used and disposed in perpetuity without limitations and such organization that created such Recordings shall determine such use in its sole discretion.

4.4 Release. By entering into this Agreement and granting this permission, Consultant releases Relay GSE and others authorized by Relay GSE and each organization's or authorized person's respective affiliates, officers, directors, agents, assigns, licensees, successors and/or employees from and against any and all liability, loss, damage, costs, claims (including but not limited to claims for invasion of privacy or defamation) and/or causes of action arising out of or related to Consultant's participation in any media events, including but not limited to, television broadcasts, promotional materials, commercial uses, or website projects.

Article 5 MISCELLANEOUS

5.1 Notices. All notices and communications required by this Agreement, including any notice for breach or termination, will be in writing and will be delivered by hand, mail, email, fax or sent by courier to the respective Parties at the addresses set forth in this Agreement.

5.2 Taxes, Waiver and Legal Compliance. Consultant will comply with applicable laws and regulations governing the Services and the populations served, as well as the laws that apply to employment of any persons to assist Consultant in performing these Services. Consultant will be responsible for and will pay all taxes and withholding amounts (including, without limitation, any interest, penalties or fines in connection with such taxes) imposed by any government entity in respect of all fees, expenses or other payments of any nature paid to Consultant, or paid to Consultant for any person providing Services for or on behalf of Consultant, pursuant to this Agreement. Consultant agrees to waive, release, indemnify and hold harmless Relay GSE and /or any of the Authorized Entities, including their respective affiliates, directors, trustees, officers, employees, students, agents, licensees, and representatives, in their corporate and individual capacities, from any and all liability, claims, suits, causes of action, loss or damages (including attorney's fees, costs or expenses) arising out of or related to the performance of these Services and the development of the Work Product. Consultant shall obtain a similar hold harmless and waiver from each person providing Services for or on behalf of Consultant, indemnifying, holding harmless, releasing and waiving claims against Relay GSE and the Authorized Entities.

5.3 Entire Agreement; Governing Law. This Agreement (including the Exhibits) constitutes the entire agreement between the Parties with respect to the subject matter, may only be amended in writing, and no oral or written statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions. Amendments may be made by email communication between the Parties which establish consent to amended terms and conditions. Such email exchanges will be incorporated into the Agreement as an amendment. This Agreement supersedes any prior or contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter. The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party to enforce such provisions. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law rules. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision. Consultant and Relay GSE agree initially to seek to resolve any disputes that may arise through available internal or alternative dispute resolution procedures, including those provided directly by Relay GSE and/or Authorized Entities. If a dispute is not resolved through an alternative dispute resolution process, any legal action or proceeding relating to this Agreement will be subject to the exclusive jurisdiction of the courts of the State of New York or the United States District Court in New York County.

5.4 Assignment. Consultant may not assign, delegate or otherwise transfer this Agreement or any of Consultant's rights or obligations without the prior written consent of R Relay GSE.

5.5 Survival. The duties and obligations of the Parties under Sections 2.2 through 2.5 and Articles 3 and 4 of this Agreement shall survive any expiration or termination of this Agreement.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the date executed by the last Party signing unless otherwise stated herein.

ERIN MCMAHON D.B.A. BESPEAK LEADERSHIP LLC

RELAY GRADUATE SCHOOL OF EDUCATION

By: _____

By:



Name: _____

Name: Mayme Hostetter

Title: _____

Title: President

Street Address: _____

City, State, Zip Code: _____

Date: _____

EXHIBIT H

From: [Erin McMahon](#)
To: [Chi Tschang](#)
Cc: [Pola Andrews](#); [Margo Ferrick](#); [Susan Terban](#)
Subject: 1 of 2 emails
Date: Friday, September 30, 2022 2:44:52 PM
Attachments: [scan_chi.pdf](#)

Dear Chi,

This is your contract; the grant payment is already in process. The next email will include the agenda for Wednesday's PD day. Please bring or return a signed copy.

Thank you,

Erin

--

Erin K. McMahon
Superintendent
Saugus Public Schools
781-231-5000

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 #10.

Contract for Saugus Public Schools
Vendor: Chi Tschang, DBA, Excellence Reflex Consulting

September 8, 2022

Project Summary

Currently, one of the organizational needs is to develop principal manager capacity in analyzing student work and leading weekly data meetings, in support of their participation in the National Principal Supervisors Academy.

Scope of Services

- 9/15/22 - 6 hours of coaching in September focused on developing principal manager capacity. Observe, score and coach on all three meeting protocols (implementation, WDM, coaching on observation/feedback): 2 leaders.
- 30 hours of coaching in October through December focused on coaching weekly data meetings. Includes leading PD (in person), site visits (in person) and remote coaching. Observe MS/HS teams (multiple data meetings), plan for feedback to leaders, batch feedback. Observations of multiple schools. In the afternoon, observe ES teams, plan for feedback to leaders and batch feedback. When: 10/5 or 10/26, 11/2, 11/16

Consulting Fees

- The fee would be \$300 per hour (not including travel costs). The estimated cost for the above project would be \$9,999.

Saugus Public Schools agrees to pay invoices once each event is complete. As an independent contractor, Mr. Tschang is responsible for reporting all income received to taxing authorities.

Agreement signified by signatures:



Erin McMahon, Superintendent
Saugus Public Schools, MA

Chi Tschang, President
Excellence Reflex Consulting

EXHIBIT I

Joan Lineman

From: Chi Tschang <chi@excellencereflex.com>
Sent: Friday, September 30, 2022 3:25 PM
To: Erin McMahon
Cc: Pola Andrews; Margo Ferrick; Susan Terban
Subject: RE: 1 of 2 emails
Attachments: 1-Invoice-Saugus Public-Tschang 9 30 22.xlsx

Erin –

Apologies ... I just realized that I forgot to make revisions in the invoice I sent you earlier. Please see this attached version instead.

Thanks!

Chi

From: Chi Tschang
Sent: Friday, September 30, 2022 3:20 PM
To: Erin McMahon <emcmahon@saugus.k12.ma.us>
Cc: Pola Andrews <pandrews@saugus.k12.ma.us>; Margo Ferrick <mferrick@saugus.k12.ma.us>; Susan Terban <sterban@saugus.k12.ma.us>
Subject: RE: 1 of 2 emails

Hi Erin –

Thank you for sending me the contract. I've attached a signed version on my end.

I've also attached an invoice for the month of September. Thanks in advance for getting it processed!

Best,
Chi

From: Erin McMahon emcmahon@saugus.k12.ma.us
Sent: Friday, September 30, 2022 2:45 PM
To: Chi Tschang chi@excellencereflex.com
Cc: Pola Andrews pandrews@saugus.k12.ma.us; Margo Ferrick mferrick@saugus.k12.ma.us; Susan Terban <sterban@saugus.k12.ma.us>
Subject: 1 of 2 emails

Dear Chi,

This is your contract; the grant payment is already in process. The next email will include the agenda for Wednesday's PD day. Please bring or return a signed copy.

Thank you,

Erin

--
Erin K. McMahon
Superintendent
Saugus Public Schools
781-231-5000

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 #10.

Invoice #	1
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
 639 4th Ave. #7A
 Brooklyn, NY 11232
 917-280-4517
chi@excellencereflex.com

Date of Invoice:

September 30, 2022

Bill to

Erin McMahon
 Saugus Public Schools

For

September work

#	DESCRIPTION	AMOUNT
1	Reimbursement: Delta Flight from NY to Boston, 10/4-5	\$422.20
2	Reimbursement: Holiday Inn Express, Boston, 10/4	\$200.05
3	Consulting Fee: 5.5 hours on 9/9, 9/13 and 9/27	\$1,650.00
	SUBTOTAL	\$2,272.25
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$2,272.25
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

THANK YOU FOR YOUR BUSINESS!

10:43



< FLIGHT DETAILS

LGA → BOS

Continental Express
Published Tue, Sep 27, 2022

FLIGHT INFO

YX5616: LGA → BOS

DATE 10/04/2022
STATUS OPEN
CABIN I

YX5854: BOS → LGA

DATE 10/05/2022
STATUS OPEN
CABIN Z

KEY OF TERMS

CHI TSCHANG 9296637839

FLIGHT TICKET # 0062340628982
FARE \$365.58 USD
TAXES, FEES, AND CHARGES \$56.62 USD
FLIGHT TOTAL \$422.20 USD

VIEW TAXES AND FEES DETAIL

▼ TAXES/FEES DETAIL ▼

TERMS AND CONDITIONS >

Booking details

Holiday Inn Express Saugus (Logan Airport), an IHG Hotel

999 Broadway, Saugus, MA 01906 United States of America

Check-in: Oct 4, 2022

Check-out: Oct 5, 2022

1 room x 1 night

Standard Room, 1 King Bed (LEISURE)

Booked for: Chi Tschang

Payment details

Room price

Tue Oct 4 \$179.10
Taxes \$20.95

Total

\$200.05
Paid
(American Express 1003)

EXHIBIT J

Contract for Saugus Public Schools
Vendor: Chi Tschang, DBA, Excellence Reflex Consulting

September 8, 2022

Project Summary

Currently, one of the organizational needs is to develop principal manager capacity in analyzing student work and leading weekly data meetings, in support of their participation in the National Principal Supervisors Academy.

Scope of Services

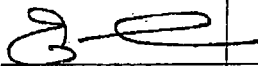
- 9/15/22 - 6 hours of coaching in September focused on developing principal manager capacity. Observe, score and coach on all three meeting protocols (implementation, WDM, coaching on observation/feedback): 2 leaders.
- 30 hours of coaching in October through December focused on coaching weekly data meetings. Includes leading PD (in person), site visits (in person) and remote coaching. Observe MS/HS teams (multiple data meetings), plan for feedback to leaders, batch feedback. Observations of multiple schools. In the afternoon, observe ES teams, plan for feedback to leaders and batch feedback. When: 10/5 or 10/26, 11/2, 11/16

Consulting Fees

- The fee would be \$300 per hour (not including travel costs). The estimated cost for the above project would be \$9,999.

Saugus Public Schools agrees to pay invoices once each event is complete. As an independent contractor, Mr. Tschang is responsible for reporting all income received to taxing authorities.

Agreement signified by signatures:



Erin McMahon, Superintendent
Saugus Public Schools, MA

Chi Tschang, President
Excellence Reflex Consulting

Displaying title 2, up to date as of 8/02/2022. Title 2 was last amended 5/19/2022.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart D - Post Federal Award Requirements
Procurement Standards

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases -**

(i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(C) For public institutions, a higher threshold consistent with State law. **PROF DEV IS EXEMPT FROM CH 30 B 50 HIGHER THRESHOLD IS APPROX**

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases -**

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions:

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.



Saugus Public Schools

Grant Payment Form

Grant Name: _____ FY22 – Title I _____

Project #/Fund Code: _____ 305 / 2219 _____

Payment to be Made from: _____ 22447181 / 530016 _____
(Budget Number)

Amount of Payment: ~~10,000~~ 2,272.25 _____

Payment to: Excellence Reflex Consulting _____

**Please fill out the appropriate section either Expense or Payroll and check the categories that explain this expenditure:*

<input checked="" type="checkbox"/> EXPENSE (attach requisition form)	
Description: <u>Professional Development - Planet Purchase Order</u>	
Signatures Required	
Finance Office: <u>Pola G Andrews</u>	Date: <u>10-3-22</u>
Person Completing Form: <u>Kathleen Maffei</u>	Date: <u>9/27/22</u>
Grant Administrator: <u>Sheba</u>	Date: <u>9/27/22</u>
Superintendent: <u>[Signature]</u>	Date: <u>9/30/22</u>

<input type="checkbox"/> PAYROLL (attach time sheet)	
Position: _____	
Signatures Required	
Finance Office: _____	Date: _____
Grant Administrator: _____	Date: _____
Principal: _____	Date: _____
Superintendent: _____	Date: _____

Submit Grant Payment Form and a Requisition to the Business Manager's Office

EXHIBIT K

Joan Lineman

From: Chi Tschang <chi@excellencereflex.com>
Sent: Saturday, October 29, 2022 7:02 AM
To: Margo Ferrick
Cc: Erin McMahon
Subject: Invoice #2 -- October consulting work
Attachments: 2-Invoice-Saugus Public-Tschang 10 31 22 .xlsx; 2-Invoice-Saugus Public-Tschang 10 31 22 Itemized.xlsx

Hi Margo and Erin –

I've attached my invoice for the work I completed for Saugus Public Schools in the month of October. I've attached both an itemized version that has all the individual reimbursements and hours spent as well as a version that has one daily rate (per your request a few weeks ago). Thanks in advance for getting this processed!

I also haven't yet received payment from my first invoice that initially sent on 9/30 and then revised and sent again on 10/14. I'm sure it's getting processed and will keep you posted if I haven't gotten anything in the next week.

Thanks,
Chi

From: Margo Ferrick <mferrick@saugus.k12.ma.us>
Sent: Friday, October 14, 2022 1:22 PM
To: Chi Tschang chi@excellencereflex.com
Subject: revised invoice please

Hi Chi

Invoice #1 needs to be written as a daily rate of \$2272.25. Please don't break it down by specific costs.

Please email the updated version.

Thank You

--
Margo Ferrick, MSW, EdD
Deputy Superintendent
Saugus Public Schools
(781) 820-9880

Invoice #	2
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang

639 4th Ave. #7A

Brooklyn, NY 11232

917-280-4517

chi@excellencereflex.com

Date of Invoice:

October 31, 2022

Bill to

Erin McMahon

Saugus Public Schools

For

October work

#	DESCRIPTION	AMOUNT
1	Total consulting work (including reimbursements)	\$11,361.64
	SUBTOTAL	\$11,361.64
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$11,361.64
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

THANK YOU FOR YOUR BUSINESS!

The Line Sports Grill
Powered by Fuel

The Line Sports Grill
LGA #

Order number: 001094013001100
Order location: The Line Sports Grill
Order time: October 4th 2022 01:24 PM EDT
Payment methods: JAMES

Your receipt

1 Fuel Onle	\$17.00
1 Essex Burger	\$11.00
1 Iceberg Wedge	\$1.00
1 Drink	\$4.00
1 Tax	\$1.00
1 Tip	\$1.00
Total	\$50.57

Total **\$23.40**

Trip fare	\$49.38
Subtotal	\$49.38
Booking Fee	\$2.69
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25

You rode with JAMES

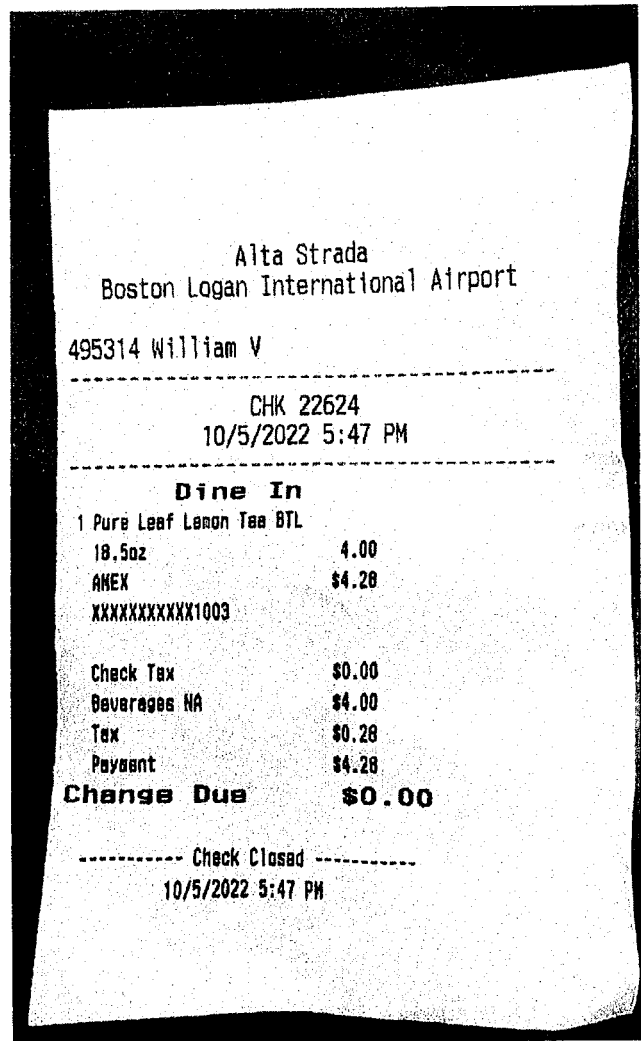
4921 1919 44 (United States) (NY) (NY) (NY)

Drivers are critical to communities
right now. Say thank you with a tip.

Total **\$55.77**

Trip fare	\$49.38
Subtotal	\$49.38
Booking Fee	\$2.69
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.



Thank you for booking official on-airport parking at LaGuardia Airport.

Your booking confirmation email will be with you shortly

Booking Reference: LGAC439243

Flight Receipt

Ticket #: 0802344105117
Place of Issue
Issue Date: 19/06/2022

Expiration Date: 31DEC23

METHOD OF PAYMENT	
AMERICAN EXPRESS	\$930.20 USD
CHARGES	
Air Transportation Charges	
Base Fare	\$829.78 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee/Passenger Civil Aviation Security Service Fee (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$9.00 USD
United States - Passenger Facility Charge (XF)	\$13.50 USD
United States - Flight Segment Tax (ZP)	\$13.50 USD
TICKET AMOUNT	\$930.20 USD

BOOKING REFERENCE: LGAC45245

Entry: 5:20 PM - 10/24/2022 Booking Date: 3:01 PM - 10/19/2022
 Exit: 3:00 PM - 10/28/2022
 Parking Lot: Terminal C Standard
 Email: chitschang@gmail.com

Total \$180.00

Directions to Terminal C Parking can be found here

Please note that effective Saturday, June 4th, there will be a new Terminal C parking with direct access into the terminal from Level 5 of the parking structure.



Checked Bag Allowance

The fees listed are based on your original ticket purchase. If you qualify for free or discounted checked baggage, this will be taken into account when you check in. Visit delta.com for details on baggage allowances that may apply to your itinerary.

Date of Purchase: Oct 21, 2022

Nashville, TN ► Boston, MA

Passenger Information

CHI TSCHANG
SkyMiles#: 9296637839

Confirmation Number: G05KBR
Ticket Number: 0062344411445

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
BNA ► BOS Tue 01 Nov 2022 DL 2254	OPEN	W	11A
BOS ► BNA Wed 02 Nov 2022 YX 5743	OPEN	W	

Detailed Charges

Air Transportation Charges	
Base Fare:	\$520.94 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee/Passenger Civil Aviation Security Service Fee (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$9.00 USD
United States - Passenger Facility Charge (XF)	\$13.50 USD
United States - Flight Segment Tax (ZP)	\$13.50 USD
Total Price:	\$589.20 USD
Paid with American Express ending 2001	\$589.20 USD

[View Terms and Conditions](#)

Thank you for booking

Your booking confirmation

Booking Ref

Entry: 3:30 PM
 Exit: 11:30 PM
 Parking Lot: Terminal
 Email: chitschang

Directions to Terminal C Parking

Please also note effective Saturday, June 4th, there will be a new Terminal C parking with direct access into the terminal from Level 5 of the parking structure.

Staples Connect
 348 4th Avenue
 Brooklyn, NY 11215
 718-222-5732

Sale

Store: 957 Register: 5
 Date: 10/23/22 Time: 12:52 PM
 Transaction: 20643 Cashier: 2039988

Connec
 348 4th Avenue
 Brooklyn, NY 11215
 718-222-5732

Sale

Store: 957 Register:
 Date: 10/23/22 Time:
 Transaction: 20648 Cashier:

Qty	Item	Price	Amount
1	ASTOBRIGHT 300 CT. 759598916421	14.99	14.99

Subtotal	14.99
NEW YORK 8.875%	1.33

Total 16.32

AMERICAN EXPRESS USD\$16.32
 Card No. : XXXXXXXXXXXX2001 [C]
 Chip Read
 Auth No. : 803143
 AID. : A000000025010801

Staples Connect,
 the working and learning store.
 Discover every tool to take on tomorrow
 including products, services
 and inspiration that help you
 unlock what is possible.

Shop Smarter. Get Rewarded.
 Staples Rewards members get up to

Qty	Item	Price
1	SPLS BINDER CLIP M 718103151078	3.9

Subtotal
 NEW YORK 8.875%

Total

AMERICAN EXPRESS
 Card No. : XXXXXXXXXXXX20
 Chip Read
 Auth No. : 860477
 AID. : A000000025010801

Staples Connect
 the working and learning store.
 Discover every tool to take on tomorrow
 including products, services
 and inspiration that help you
 unlock what is possible.

Shop Smarter. Get Rewarded.
 Staples Rewards members get up to
 5% back in Rewards
 Exclusions Apply. See a


Pricing

Room price

Wed, Oct 26	\$298.99
Thu, Oct 27	\$298.99
Taxes	\$98.34

Total **\$696.32**
Pay at property

See fee information

 Chat with virtual agent

ng official on-airport parking at LaGuardia Airport.

email will be with you shortly

Reference: **LGAC440014**

- 10/30/2022

Booking Date: 11:17 AM 10/21/2022

1 - 11/04/2022

C Standard

rg@gmail.com

Total **\$270.00**

king can be found here.

aturday, June 4th, there will be a new Terminal C walkway with direct access into the terminal from Level 5 of the


B
215

ter: 5
1:37 PM
er: 2039988

Amount


348 4th Avenue
Brooklyn, NY 11215
718-222-5732

Sale

Store: 957
Date: 10/23/22
Transaction: 20649

Register: 5
Time: 1:57 PM
Cashier: 2039988

28 AMOUNT
 39 3.99
 1 3.99
 % 0.35
 1 4.34
 USD\$4.34
 01 [C]

act,
 ning store.
 take on tomorrow
 , services
 at help you
 possible.

Rewarded.
 ers get up to
 wards.
 n associate for

Transaction: 20042 Cashier: 200500

Qty	Item	Price	Amount
1	STAPLES 3/16 BUBBL		
1	718103380256	7.49	7.49
	12X9X9 RECTANGLE B		
1	718103422178	1.99	1.99
	SPLS BINDER CLIP M		
1	718103151139	3.99	3.99

Subtotal 13.47
 NEW YORK 8.875% 1.20

Total 14.67

AMERICAN EXPRESS USD\$14.67
 Card No. : XXXXXXXXXXXX2001 [C]
 Chip Read
 Auth No. : 882949
 AID.: A000000025010801

Staples Connect,

ricing and rewards

ricing

om price

e, Nov 1

\$126.65

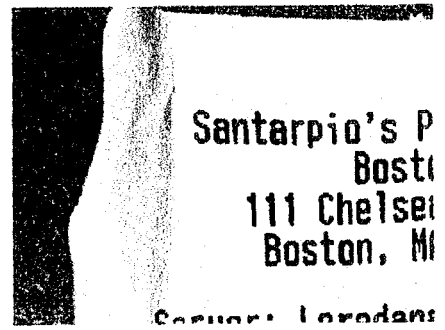
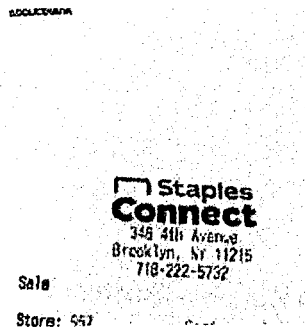
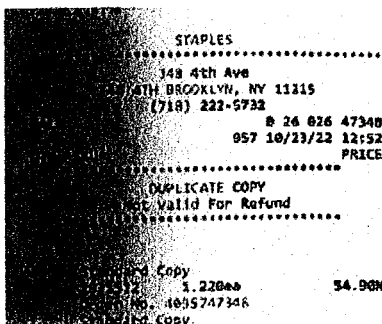
xes

\$14.82

tal

\$141.47

Pay at property



	4895747348	0.18N
	Copy	
	0.180ea	7.92N
	4895747348	
	Standard Copy	
	0.360ea	16.20N
	4895747348	
45	Standard Copy	
	1.280ea	57.68N
	4895747348	
1	Standard Copy	
	0.92N	0.92N
	4895747348	
1	Standard Copy	
	0.97N	0.97N
	4895747348	
44	Standard Copy	
	0.920ea	40.48N
	4895747348	
45	Standard Copy	
	0.560ea	25.20N
	4895747348	
20	Standard Copy	
	0.740ea	14.80N
	4895747348	
SUBTOTAL		219.12
Standard Tax 0.0%		0.00
TOTAL		\$219.12
AMERICAN EXPRESS		US\$219.12
Card No.: XXXXXXXXXXXX2001 [C] [H]		
Auth No.: 825788		
Chip Read		
Mode.: Issuer		
AID.: A000000025010901		
YVR.: 0000000000		
IAD.: 0000000000		

Register: 6
 Date: 10/23/22 Time: 2:15 PM
 Transaction: 20650 Cashier: 1592261

Qty	Item	Price	Amount
***** Order Number: 6856123479 *****			
1	STANDARD GROUND CO 389788	14.00	14.00
Destination Customer Order: 6856123479 Call your local Staples Store			

Subtotal			14.00
Total			14.00
AMERICAN EXPRESS			USD\$14.00
Card No.: XXXXXXXXXXXX2001 [C]			
Chip Read			
Auth No.: 825788			
AID.: A000000025010901			
Staples Connect the working and learning center every day!			

Server: LUTERANO
 Check #152
 Ordered: 10/23/22

- 1 Glass Chianti
- 1 Root Beer
- 1 The Works with Anchovies
- 1 Sausage
- 1 Chicken Tip S
- 1 Glass Burgund

Subtotal
 Tax
 Total

izza- East
JN
a Street
A 02128
a 0

Uber

Thanks for riding,
Chi

We hope you enjoyed your ride
this morning.

Total

UBER
RIDE OF 2018



\$26.40

Uber

Thanks for riding
Chi

We hope you enjoyed your ride
this afternoon.

Total


10/28/2016
10:00 AM - 11:00 AM

Oct 28

EMBASSY SUITES BY HIL...

1.


Pending

 Print



\$8.00

\$28.44

 Map da

EMBASSY

Card: CHI YOUNG TSCHANG - 32001

Method: Card entered manually

EMBASSY

HILTON B

LOGAN A

207 PORTI

BOSTON

MA

02128

\$25.07

\$25.07

\$2.00

\$5.05

Don't recognize this charge?

This amount may be a pre-authorized charge and might not reflect the final amount.

Learn more

View the details of this charge on your statement.

Get more information

See details with a card

Get more information

Merrill Lynch
Lyr

Salomon

Y SUITES BY
BOSTON - AT
AIRPORT
ER ST

Invoice #	2
-----------	---

Excellence Reflex Consulting

Attention: Chi Tschang
639 4th Ave. #7A
Brooklyn, NY 11232
917-280-4517

Date of Invoice:

October 31, 2022

Bill to

Erin McMahon
Saugus Public Schools

For

October work

#	DESCRIPTION	AMOUNT
1	Reimbursement: Dinner at the Line Sports Grill, 10/4	\$50.57
2	Reimbursement: Uber from LOG to hotel, 10/4	\$55.77
3	Reimbursement: Uber from hotel to Saugus Middle/High, 10/5	\$10.50
4	Reimbursement: Uber from Belmonte STEAM to Logan, 10/5	\$23.40
5	Reimbursement: Dinner at Alta Strada, 10/5	\$4.28
6	Reimbursement: Parking at Laguardia airport, 10/4-10/5	\$140.00
7	Reimbursement: United Flight from LGA to ORD to BOS to LGA	\$465.10
8	Reimbursement: Parking at LGA (10/27-10/28)	\$90.00
9	Reimbursement: Hotels.com for 10/26-27	\$696.32
10	Reimbursement: Flight from Nashville to Boston, 11/1-2	\$589.20
11	Reimbursement: Park car at LGA, 11/1-2	\$108.00
12	Reimbursement: Holiday Inn Express Saugus, 11/1-2	\$141.47
13	Reimbursement: Staples copies for PD and shipping to Saugus, 10/23	\$268.43
14	Reimbursement: Dinner at Santarpio's, 10/27	\$55.36
15	Reimbursement: Uber from hotel to Saugus Middle/High, 10/27	\$26.40
16	Reimbursement: Uber from Saugus High to hotel, 10/27	\$28.44
17	Reimbursement: Purchase of water from hotel, 10/27	\$8.00
18	Consulting Fees: 25 hours of work on 10/4 (1 hr), 10/5 (9 hrs including full day site visit), 10/17 (0.5 hr), 10/19 (1 hr), 10/21 (0.5 hrs), 10/22 (1 hr), 10/23 (2 hrs), 10/27 (8 hrs including two PD sessions), 10/30 (2 hrs)	\$8,600.00
	SUBTOTAL	\$11,361.24
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$11,361.24
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

Receipts?

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

THANK YOU FOR YOUR BUSINESS!

The Line Sports Grill
Powered by [Papa](#)

The Line Sports Grill
LGA-F
Order number: 221001015001103
Order location: The Line Sports Grill
Order time: October 4th, 2022 07:24 PM EDT
Payment methods: A/E

Your receipt

Chickadee	\$4.00
Essex Burger	\$11.00
Iceberg Fudge	\$8.00
Tax	\$1.00
Total	\$50.57

Total **\$55.77**

Trip fare	\$49.38
Subtotal	\$49.38
Booking Fee	\$2.69
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.

Total **\$23.40**

Trip fare	\$17.28
Subtotal	\$17.28
Booking Fee	\$0.40
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$5.25

Download PDF

You rode with JAMES

4.92 Rating

Drivers are critical to communities right now. Say thanks with a tip.



Flight Receipt

Ticket #: 009294175132
Place of Issue:
Issue Date: 19OCT22
Expiration Date: 31DEC23

METHOD OF PAYMENT

Payment of \$634.00

\$920.20 USD

Thank you for booking official on-airport parking at LaGuardia Airport.

Your booking confirmation email will be with you shortly.

Booking Reference: LGAC439243

Entry: 10/05/2022 10:24:00
Exit: 10/05/2022 10:28:00
Parking Lot: Terminal 1 - Garage
Email: parking@lga-airport.com

Booking Date: 10/03/2022 10:49:20Z

Total **\$180.00**

CHARGES

Air Transportation Charges

Base Fare	\$825.78 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee/Passenger Civil Aviation Security Service Fee (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$92.02 USD
United States - Passenger Facility Charge (XF)	\$13.90 USD
United States - Flight Segment Tax (ZP)	\$13.50 USD
TICKET AMOUNT	\$930.20 USD

Directions to Terminal C Parking can be found here

Please also note effective Saturday, June 4, there will be a new Terminal C Express Road access into the terminal from Level 5 of the parking structure.



Checked Bag Allowance

The fees below are based on your original hotel purchase. If you qualify for free or discounted checked baggage, this will be taken into account when you check in. Visit delta.com for details on baggage allowances that may apply to your itinerary.

Date of Purchase: Oct 21, 2022

Nashville, TN ▶ Boston, MA

Passenger Information

CHI TSCHANG
SkyMiles#: 9296637839

Confirmation Number: GOSKBR
Ticket Number: 0062344411445

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
BNA ▶ BOS Tue 01 Nov 2022 DL 2254	OPEN	W	1A
BOS ▶ BNA Wed 02 Nov 2022 YX 5743	OPEN	W	

Detailed Charges

Air Transportation Charges	
Base Fare:	\$520.94 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee/Passenger Civil Aviation Security Service Fee (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$39.06 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$9.00 USD
Total Price:	\$589.20 USD
Paid with American Express ending 2001	\$589.20 USD

View Terms and Conditions

Thank you for booking office

Your booking confirmation email will

Booking Reference

Entry: 3:30 PM - 10/30/20
Exit: 11:30 PM - 11/04/20
Parking Lot: Terminal C Standard
Email: chitschang@gmail.com

Directions to Terminal C Parking can be found here

Please also note effective Saturday, June 4, there will be a new Terminal C Express Road access into the terminal from Level 5 of the parking structure.

Staples Connect
348 4th Avenue
Brooklyn, NY 11215
718-222-5732

Sale

Store: 957 Register: 5
Date: 10/23/22 Time: 12:52 PM
Transaction: 20643 Cashier: 2039988

Qty	Item	Price	Amount
1	ASTORBRIGHT 300 CT. 759598916421	14.99	14.99
Subtotal			14.99
NEW YORK 8.875%			1.33

Connect
348 4th Avenue
Brooklyn, NY 11215
718-222-5732

Sale

Store: 957 Register: 5
Date: 10/23/22 Time: 1:37 PM
Transaction: 20648 Cashier: 2039988

Qty	Item	Price	Amount
1	SPLS BINDER CLIP W 718103151078	3.99	3.99
Subtotal			3.99
NEW YORK 8.875%			0.33
Total			4.32
AMERICAN EXPRESS			USD \$4.32

AMERICAN EXPRESS total 16.32
Card No. : XXXXXXXXXXXX2001 [C] USD\$16.32
Chip Read
Auth No. : 803143
AID. : A000000025010801

Staples Connect,
the working and learning store.
Discover every tool to take on tomorrow
including products, services
and inspiration that help you
unlock what is possible.

Shop Smarter. Get Rewarded.
Staples Rewards members get up to

Card No. : XXXXXXXXXXXX2001 [C]
Chip Read
Auth No. : 860477
AID. : A000000025010801

Staples Connect,
the working and learning store.
Discover every tool to take on to
including products, services
and inspiration that help you
unlock what is possible.

Shop Smarter. Get Rewarded.
Staples Rewards members get up
to 5% back in Rewards.
Exclusions Apply. See an associate

1 718103151139 3.99 3.99

Subtotal 13.47
NEW YORK 8.875% 1.20

Total 14.67

AMERICAN EXPRESS USD\$14.67

Card No. : XXXXXXXXXXXXX2001 [C]

Chip Read

Auth No. : 882949

AID. : A000000025010801

Staples Connect,

B.
MORROW

U

to

te for

2821
Ordon
24 Stan
2821
Ordon
15 Stan
2821
Ordon
20 Stan
2821
Ordon

SUBTOTAL
Stan

TOTAL

AMERICAN EX
Card No. : X
Auth No. : X
Chip Read
Mode. : ISSU
AID. : A0000
TVR. : 08800
PAN : 40260

rewards

\$126.65

\$14.82

\$141.47

Pay at property

STAPLES
 148 4th Ave
 BROOKLYN, NY 11215
 (718) 222-5732
 0 28 026 47348
 957 10/27/22 12:52
 PRICE

 DUPLICATE COPY
 Not Valid For Refund

 Card Copy
 \$12 1.22000 50.9000
 P.No. 4095747348
 Card Copy
 \$18 0.18000 0.1800
 P.No. 4095747348
 Card Copy
 \$12 0.18000 7.9200
 P.No. 4095747348
 Card Copy
 \$12 0.36000 16.2200
 P.No. 4095747348
 Card Copy
 \$12 1.28000 57.6200
 P.No. 4095747348
 Card Copy
 \$12 0.92000 0.9200
 P.No. 4095747348
 Card Copy

Staples
Connect
 348 4th Avenue
 Brooklyn, NY 11215
 718-222-5732
 Store: 957 Register: 5
 Date: 10/27/22 Time: 2:16 PM
 Transaction: 20650 Cashier: 1992261
 Qty Item Price Amount
 ***** Order Number 6866123479 *****
 STANDARD GROUND CD
 1 389788 14.00 14.00
 Destination of Customer Order 6866123479
 Call your local Staples Store

Santarpio's Pizza- East
 Boston
 111 Chelsea Street
 Boston, MA 02128
 Server: Loredana Q
 Check #152 Table 9
 Ordered: 10/27/22 7:05 PM
 1 Glass Chianti \$7.50
 1 Root Beer \$2.50
 1 The Works without

512 0.920
 r No. 4095747348
 dard Copy 40.400
 512 0.92000
 r No. 4095747348
 dard Copy 25.200
 512 0.56000
 r No. 4095747348
 dard Copy 14.000
 512 0.74000
 r No. 4095747348

Jard Tax 0.0%
 219.12
 0.00
 \$219.12

(PRESS
 CXXXXXXXXXXXX2001 [C] [H]
 25788
 USD\$219.12

100
 100025010001
 108000
 *60275434-600 1053

Subtotal 14.00
 Total 14.00
 AMERICAN EXPRESS USD\$14.00
 Card No. XXXXXXXX0002001 [C]
 Chip Read
 Auth No. 80733
 AID. 400XXXX2E010001
 Staples correct
 the working and team
 every tool

Anchorites \$20.00
 1 Sausage \$9.00
 1 Chicken Tip Skewer \$10.00
 1 Glass Burgundy \$8.00
 Subtotal \$57.00
 Tax \$5.00
 Total \$62.00

Uber

Thanks for riding,
Chi

We hope you enjoyed your ride
this morning



Total **\$26.40**

Transit	\$20.00
Surge	\$1.00
Booking Fee	\$1.00
Temporary Fare Adjustment	\$1.00
Super Credits	\$1.40
Download PDF	

Uber

Thanks for riding,
Chi

We hope you enjoyed your ride
this afternoon



Total **\$28.44**


Transit	\$24.00
Surge	\$1.00
Booking Fee	\$1.00
Temporary Fare Adjustment	\$1.44
Download PDF	

Oct 28

EMBASSY SUITES BY HIL .




Pending

 Print

\$8.00



 Map data ©2022 Google Terms of U

Card: CHI YOUNG TSCHANG - 32001

Method: Card entered manually

Don't recognize this charge?

This amount may be a pre-authorized charge and might not reflect the final amount.

**EMBASSY SUITES BY
HILTON BOSTON - AT
LOGAN AIRPORT**

207 PORTER ST

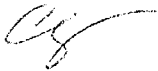
**BOSTON
MA**

EXHIBIT L

Joan Lineman

From: Chi Tschang <chi@excellencereflex.com>
Sent: Wednesday, November 2, 2022 11:31 AM
To: Erin McMahon
Subject: October Invoice
Attachments: 2-Invoice-Saugus Public-Tschang 10 31 22 Revised.xlsx

Best,



Chi Tschang
Excellence Reflex Consulting

Phone: 917-280-4517

Web: www.chitschang.com

Email: chi@excellencereflex.com

639 4th Ave. #7A, Brooklyn, NY 11232



Invoice #	2
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
 639 4th Ave. #7A
 Brooklyn, NY 11232
 917-280-4517
chi@excellencereflex.com

Date of Invoice:

October 31, 2022

Bill to

Erin McMahon
 Saugus Public Schools

For

October work

#	DESCRIPTION	AMOUNT
1	Total consulting work: 38 hours of consulting work	\$11,361.64
	SUBTOTAL	\$11,361.64
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$11,361.64
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

THANK YOU FOR YOUR BUSINESS!

The Line Sports Grill
 Powered by LGA

The Line Sports Grill
 LGA.F

Order number: 221003015001103
 Order location: The Line Sports Grill
 Order time: October 4th 2022 9:24 PM EDT
 Payment method: AMEX

Your receipt

Chick Core	\$14.00
Essex Burger	\$11.00
...	...
Tax	\$1.00
Tips	\$1.00
Subtotal	\$23.40
Tax	\$0.00
Tips	\$0.00
Total	\$23.40

Total **\$23.40**

Trip fare	\$49.38
Subtotal	\$49.38
Booking Fee	\$2.69
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25

You rode with JAMES

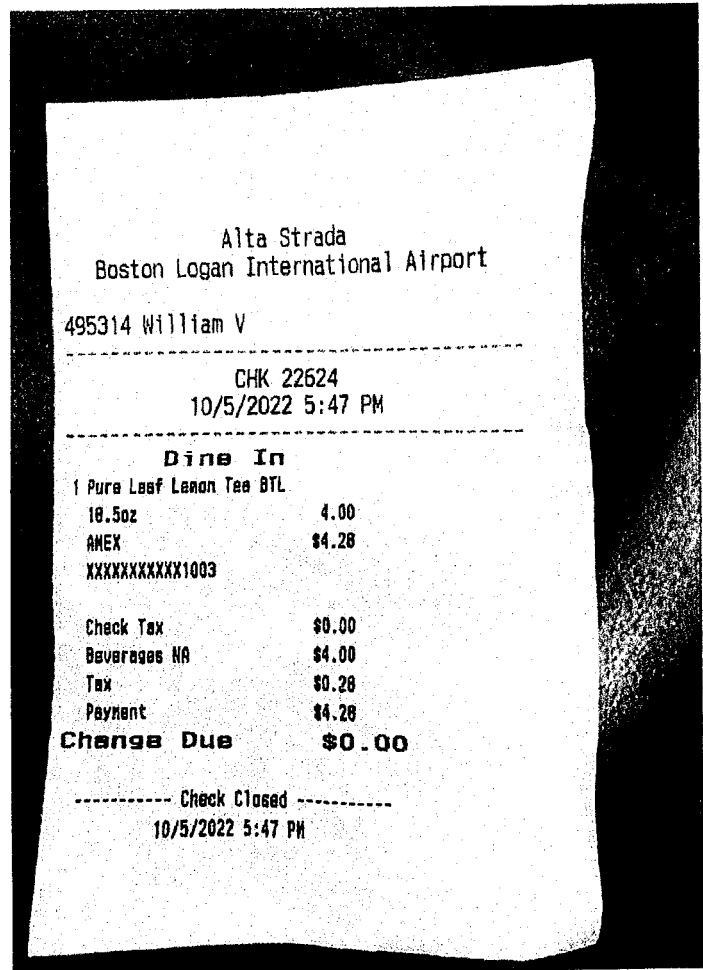
4921-10015
 Drivers are critical to continued safety. Please don't drink and drive. Stay sober. Stay safe. Call 911.

Total **\$55.77**

Trip fare	\$49.38
Subtotal	\$49.38
Booking Fee	\$2.69
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.



Flight Receipt

Ticket #: 06520447255319
 Place of Issue:
 Issue Date: 10/05/2022
 Expiration Date: 11/05/2022

METHOD OF PAYMENT

5930.78 USD

Thank you for booking official on-airport parking at LaGuardia Airport.

Your booking confirmation email will be with you shortly

Booking Reference: LGAC439243

Entry:	10/05/2022 12:24:00	Booking Date:	10/05/2022 10:19:25Z
Exp:	10/05/2022 12:24:00		
Parking Lot:	Terminal 4		
Email:	lgac@lga-airport.com		
		Total	\$180.00

CHARGES

Air Transportation Charges

Base Fare	\$829.78 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee / Passenger Civil Aviation Security Service Fee (Y)	\$11.20 USD
United States - Transportation Tax (US)	\$60.12 USD
United States - Passenger Facility Charge (XF)	\$11.50 USD
United States - Flight Segment Tax (ZP)	\$11.50 USD
TICKET AMOUNT	\$930.20 USD

Directions to Terminal C Parking can be found here

Please also note effective Saturday, June 4th, there will be a new Terminal C parking with direct access into the terminal from Level 3 of the parking structure.



Checked Bag Allowance

The fees below are based on your original ticket purchase. If you qualify for free or discounted checked baggage, this will be taken into account when you check in. Visit afa.com for details on baggage allowances that may apply to your itinerary.

Date of Purchase: Oct 21, 2022

Nashville, TN ▶ Boston, MA

Passenger Information

CHI TSCHANG
SkyMiles#: 9296637839

Confirmation Number: G05KBR
Ticket Number: 0062344411445

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT, CABIN
BNA ▶ BOS Tue 01/Nov/2022 DL 2254	CLOSE		11A
BOS ▶ BNA Wed 02/Nov/2022 YX 5743	OPEN		

Detailed Charges

Air Transportation Charges	
Base Fare	\$829.94 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee/Passenger Civil Aviation Security Service Fee (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$39.06 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$9.00 USD
Total Price	\$589.20 USD
Paid with American Express ending 2001	\$589.20 USD

[View Terms and Conditions](#)

Thank you for booking official

Your booking confirmation email will

Booking Reference

Entry: 3:30 PM - 10/30/20
Exit: 11:30 PM - 11/04/20
Parking Lot: Terminal C Standard
Email: chitschang@gmail.com

Directions to Terminal C Parking can be

Please also note effective Saturday, June 4th, there will be a new Terminal C parking structure.

Staples Connect
348 4th Avenue
Brooklyn, NY 11215
718-222-5732

Sale

Store: 957 Register: 5
Date: 10/23/22 Time: 12:52 PM
Transaction: 20643 Cashier: 2039988

Qty	Item	Price	Amount
1	ASTOBRIGHT 300 CT. 759598916421	14.99	14.99
Subtotal			14.99
NEW YORK 8.875%			1.33

Connect
348 4th Avenue
Brooklyn, NY 11215
718-222-5732

Sale

Store: 957 Register: 5
Date: 10/23/22 Time: 1:37 PM
Transaction: 20648 Cashier: 2039988

Qty	Item	Price	Amount
1	SPLS BINDER CLIP M 718103151078	3.99	3.99
Subtotal			3.99
NEW YORK 8.875%			0.35
Total			4.34
AMERICAN EXPRESS			USD\$4

AMERICAN EXPRESS Total ID.32
Card No. : XXXXXXXXXXXX2001 [C] USD\$16.32
Chip Read
Auth No. : 803143
AID.: A000000025010801

Staples Connect,
the working and learning store.
Discover every tool to take on tomorrow
including products, services
and inspiration that help you
unlock what is possible.

Shop Smarter. Get Rewarded.
Staples Rewards members get up to

Card No. : XXXXXXXXXXXX2001 [C]
Chip Read
Auth No. : 860477
AID.: A000000025010801

Staples Connect,
the working and learning store.
Discover every tool to take on to
including products, services
and inspiration that help you
unlock what is possible.

Shop Smarter. Get Rewarded.
Staples Rewards members get up
5% back in Rewards.
Exclusions Apply. See an associate

Total \$10.50

Trip fare 58.64

Subtotal 58.64

Booking Fee 31.41

Temporary Flt Surcharge 50.45

Download PDF

*This is a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a payment statement. The payment is processed with your card issuer.

You rode with Robson

LAGUARDIA AIRPORT
TERMINAL CD PARKING

EXIT LANE NO : 402
RECEIPT : 131172
CASHIER : 0
TRANSACTION : 52013
SNR : 01 403 0341506
ENTRY : 10 04 22 18 55
PAID AT : 10 05 22 23 08
TICKET TYPE : TRANSIENT TICKE
T
FEE : 140 00 USD
PAID : 140 00 USD

TOTAL : 140 00 USD

CAR : HUCT699
STAY 10 4 13

CARDHOLDER COPY

MID *****
TERM *****0439
10/05/22 23:09
TRAN 052013 .1003
CARD AMERICAN EXPRESS
ICC
SALE CREDIT
AID A000000025010001
TC 730800A250AT5EA7
AUTH CODE 897377
AMOUNT 140.00
TOTAL 140.00

No Cardholder

Pricing and rewards

Pricing

Room price

1 /18103151139 3.99 3.99

Subtotal 13.47
NEW YORK 8.875% 1.20

Total 14.67

AMERICAN EXPRESS USD\$14.67
Card No. : XXXXXXXXXXXXX2001 [C]
Chip Read
Auth No. : 882949
AID. : A000000025010801

Staples Connect,

e.
morrow
u
to
te for

28211
Order
44 Stanc
28211
Order
45 Stanc
28211
Order
20 Stanc
28211
Order
SUBTOTAL
Stanc
TOTAL
AMERICAN EP
Card No. : X
Auth No. 82
Chip Read
Node. : ISSU
AID. : A0000
TVR. : 00000
PAN : 40000

rewards

\$126.65

\$14.82

\$141.47

Pay at property

STAPLES
 149 4th Ave
 BROOKLYN, NY 11215
 (718) 222-5742
 O 26 026 47348
 957 10/23/22 12:52
 PRICE

DUPLICATE COPY
 Not Valid For Refund

Item Copy	Price
512 1.220ea	36.000
P. No. 4095747343	
512	0.200
P. No. 4095747344	
512	7.920
P. No. 4095747348	
512	26.200
P. No. 4095747348	
512	37.000
P. No. 4095747348	
512	0.920
P. No. 4095747345	
512	
P. No. 4095747345	

Staples
Connect
 346 4th Avenue
 Brooklyn, NY 11215
 718-222-5732

Sale

Store: 557 Register: 5
 Date: 10/23/22 Time: 2:15 PM
 Transaction: 20850 Cashier: 1992701

Qty	Item	Price	Amount
1	STANDARD GROUND CO 389788	14.00	14.00

***** Order Number: 6865123479 *****

Questions or Customer Order 6865123479
 Call your local Staples Store

Santarpio's Pizza- East
 Boston
 111 Chelsea Street
 Boston, MA 02128

Server: Loredana Q
 Check #152 Table 9
 Ordered: 10/27/22 7:05 PM

1 Glass Chianti	\$7.50
1 Root Beer	\$2.50
1 The Works without	00.00

512
 r No. 4895747348
 Card Copy
 512 0.0200v 46.48H
 r No. 4895747348
 Card Copy
 512 0.5600p 25.28H
 r No. 4895747348
 Card Copy
 512 0.7400a 24.80H
 r No. 4895747348

Card Tax B. 02 219.12
 0.60
 \$219.12

CPRESS US\$219.12
 0000000000000001 [C] [H]
 12788

10P
 00025010001
 108000
 7647402222222222

Subtotal 14.00
 Total 14.00
 AMERICAN EXPRESS US\$14.00
 Card No. : XXXXXXXXXX2501 [C]
 Exp. Date :
 Auth No. : 807337
 ID. : 4000000025010001

Staples Corrects
 the working and learning
 environment every day.

ANCHOVIES	\$20.00
1 Sausage	\$9.00
1 Chicken Tip Skewer	\$10.00
1 Glass Burgundy	\$6.00
Subtotal	\$55.00
Tax	\$2.00
Total	\$57.00

Uber

Thanks for riding,
Chi

We hope you enjoyed your ride
this morning



Total **\$26.40**

Fare	\$20.00
Surge	2.00
Time of Day	2.00
Uber Rewards Fee	1.00
Airport Fee	1.40
Download PDF	

Uber

Thanks for riding,
Chi

We hope you enjoyed your ride
this afternoon



Total **\$28.44**

Fare	\$25.00
Surge	2.00
Time of Day	1.00
Uber Rewards Fee	0.44
Download PDF	

Uber is not responsible for any loss of data or information that may occur as a result of using the app. For more information, please contact your device manufacturer.

You rode with Elaine

10:00 AM - 10:05 AM

Devices are required to communicate with each other. See details below.



At least one device must be connected to the other. See details below.

[Learn more >](#)

Line 5

7:12 AM

2000 University Ave, San Francisco, CA 94115

7:56 AM

4000 University Ave, San Francisco, CA 94115



You rode with Yassine

10:00 AM - 10:05 AM

Devices are required to communicate with each other. See details below.



At least one device must be connected to the other. See details below.

[Learn more >](#)

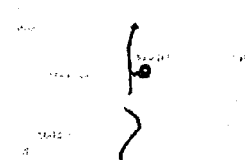
Line 5

4:41 PM

2000 University Ave, San Francisco, CA 94115

5:10 PM

4000 University Ave, San Francisco, CA 94115




Oct 28

EMBASSY SUITES BY HIL




Pending

 Print



\$8.00

 Map data ©2022 Google Terms of U

Card: CHI YOUNG TSCHANG - 32001

Method: Card entered manually

**EMBASSY SUITES BY
HILTON BOSTON - AT
LOGAN AIRPORT**

207 PORTER ST

**BOSTON
MA**

Don't recognize this charge?

This amount may be a pre-authorized charge and might not reflect the final amount.

Learn more

02128

EXHIBIT M



Erin McMahon <emcmahon@saugus.k12.ma.us>

Follow-up to question on PD provider

4 messages

Erin McMahon <emcmahon@saugus.k12.ma.us>

Mon, Nov 28, 2022 at 11:17 AM

To: Vincent Serino <vserino@saugus.k12.ma.us>, Ryan Fisher <rfisher@saugus.k12.ma.us>

Dear Mr. Serino and Mr. Fisher,

I prepared a summary of the discussion we had about Mr. Tschang, a PD provider for Saugus Public Schools from September to December 2022. Should you have any questions, please call me; and, please feel free to share with other members of the Committee.

For ease of reference, I have copied the key points below.

Summary for School Committee Members

I am sharing information about a professional development provider, Chi Tschang, who the Saugus Public Schools offered a short-term contract in the fall of 2022.

1. Mr. Tschang is considered a leading expert in data analysis and in coaching administrators who manage school principals.
2. His role in Saugus was limited to coaching senior district officials, school principals, and data team leaders/specialists on how to lead Weekly Planning Meetings and Weekly Data Meetings.
3. *Mr. Tschang did not work with students at any time.*
4. Mr. Tschang will fulfill his contract on 12/14/22 and then will no longer conduct any work in the Saugus Public Schools.

Sincerely,

Erin

--

Erin K. McMahon
Superintendent
Saugus Public Schools
781-231-5000

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 #10.

Vincent Serino <vserino@saugus.k12.ma.us>

Mon, Nov 28, 2022 at 2:21 PM

To: John Hatch <jhatch@saugus.k12.ma.us>, Joseph Gould <jgould@saugus.k12.ma.us>, Ryan Fisher <rfisher@saugus.k12.ma.us>, Leigh Gerow <lgerow@saugus.k12.ma.us>
Cc: Erin McMahon <emcmahon@saugus.k12.ma.us>

Hi team,

I want to loop you all in on some social media posts about a consultant the administration is using for PD. I have spoken with the Superintendent and she was kind enough to detail everything for us. If you have any questions or concerns please do not hesitate to contact me.

 kindest regards,**Vincent Serino**
Chairman

1/17/23, 12:13 PM

Saugus Public Schools Mail - Follow-up to question on PD provider

Saugus School Committee
(781)-710-6861

[Quoted text hidden]

Erin McMahon <emcmahon@saugus.k12.ma.us>
To: Maryellen Brunelle <memsie114@gmail.com>

Tue, Nov 29, 2022 at 10:21 AM

[Quoted text hidden]

Erin McMahon <emcmahon@saugus.k12.ma.us>
To: Jennifer Lefferts <jlefferts@saugus.k12.ma.us>

Tue, Nov 29, 2022 at 2:15 PM

----- Forwarded message -----

From: **Vincent Serino** <vserino@saugus.k12.ma.us>

Date: Mon, Nov 28, 2022 at 2:21 PM

Subject: Fwd: Follow-up to question on PD provider

To: John Hatch <jhatch@saugus.k12.ma.us>, Joseph Gould <jgould@saugus.k12.ma.us>, Ryan Fisher <rfisher@saugus.k12.ma.us>, Leigh Gerow <lgerow@saugus.k12.ma.us>

Cc: Erin McMahon <emcmahon@saugus.k12.ma.us>

[Quoted text hidden]

EXHIBIT N

Joan Lineman

From: Chi Tschang <chi@excellencereflex.com>
Sent: Wednesday, November 30, 2022 10:41 PM
To: Erin McMahan
Subject: Invoice #3 - November 1-30 work
Attachments: 3-Invoice-Saugus Public-Tschang 11 30 22 Itemized.xlsx; 3-Invoice-Saugus Public-Tschang 11 30 22 Revised.xlsx

Hi Erin --

Hope you're well!

I've attached my invoice for reimbursements and work for the month of November. I've included one invoice that is itemized and one invoice that has just the total fee (including receipts).

Thanks in advance for getting this processed!

Best,



Chi Tschang
Excellence Reflex Consulting
Phone: 917-280-4517
Web: www.chitschang.com
Email: chi@excellencereflex.com
639 4th Ave. #7A, Brooklyn, NY 11232



Invoice #	3
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
639 4th Ave. #7A
Brooklyn, NY 11232
917-280-4517
chi@excellencereflex.com

Date of Invoice:

November 30, 2022

Bill to

Erin McMahon
Saugus Public Schools

For

November work

#	DESCRIPTION	AMOUNT
1	Reimbursement: Dinner at B Good, 11/2	\$21.40
2	Reimbursement: Uber from Saugus District to Logan, 11/2	\$24.75
3	Reimbursement: Uber from Holiday Inn Express to Saugus High, 11/2	\$9.16
4	Reimbursement: Uber from Logan to Holiday Inn Express, 11/1	\$31.72
5	Reimbursement: Uber from KAN to BNA, 11/1	\$20.06
6	Reimbursement: Parking for additional night at LGA, 11/5	\$9.00
7	Reimbursement: Delta flight to Boston, 11/16	\$604.60
8	Reimbursement: Parking at LGA airport, 11/15-11/16	\$67.50
9	Reimbursement: Holiday Inn, 11/15	\$166.43
10	Reimbursement: Dinner at Rossi Pizzeria (LGA), 11/15	\$47.37
11	Reimbursement: Uber from Logan to Holiday Inn Express, 11/15	\$45.35
12	Reimbursement: Water and soda	\$5.00
13	Reimbursement: Uber from Holiday Inn Express to Saugus District, 11/16	\$11.62
14	Reimbursement: Uber from Saugus District to Logan, 11/16	\$25.01
15	Consulting Fee: 24 hours of work on 11/2 (9 hrs), 11/11 (0.5 hrs), 11/12 (1 hr), 11/14 (2 hrs), 11/15 (2 hrs), 11/16 (8 hrs) and 11/23 (1.5 hrs)	\$7,200.00
16		
17		
18		
	SUBTOTAL	\$8,288.97
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$8,288.97
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

Receipts?

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

THANK YOU FOR YOUR BUSINESS!

1000

1000

1000

Thank you for booking official on-airport parking at LaGuardia Airport.

Your booking confirmation email will be with you shortly

Booking Reference: LGAC449231

Entry:	6:30 PM - 11/15/2022	Booking Date:	9:29 AM 11/11/2022
Exit:	11:00 PM - 11/17/2022		
Parking Lot:	Terminal C Standard		
Email:	chitschang@gmail.com		
		Total	\$135.00

Directions to Terminal C Parking can be found here.

Please also note effective Saturday, June 4th, there will be a new Terminal C walkway with direct access into the terminal from Level 5 of the parking structure.

Rossi Pizzeria Dine In
LGAG

Order number: 221115028000014
Order location: Rossi Pizzeria Dine In
Order time: November 15th, 2022 07:04 PM EST
Payment methods: AMEX

Your receipt

1 - Diet Coke	\$4.85
1 - Pepperoni Pizza	\$19.29
1 - Tomato & Mozzarella Salad	\$14.60
Item subtotal	\$38.74
Sales tax	\$3.39
Tip	\$5.74
Total:	\$47.37

Total **\$11.62**

Trip fare	\$9.76
Subtotal	\$9.76
Booking Fee	\$1.41
Temporary Fuel Surcharge	\$0.45

[Download PDF](#)

Thanks for riding, Chi

We hope you enjoyed your ride this evening.



Total **\$**

Trip fare
Subtotal
Booking Fee
Temporary Fuel Surcharge
Airport Facility Charge

Total

Trip fare
Subtotal
Booking Fee
Temporary Fuel Surcharge
Airport Facility Charge

[Download PDF](#)

Hot
Hot
999 E
Chec
Chec
1 roo
Stam
Book

Pa
Room
Tue, 1
Taxes

This is not a payment receipt, it is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.

You rode with Anderson

4.95 Rating

Has passed a multi-step safety screen

Drivers are critical to communities right now. Say thanks with a tip.

B. Good Burger
Delaware North Travel
Boston Logan International Airport

ORDER: 908

TSCHANZ/CHI YOUNG
11/27/2022 5:16 PM

Grab: 18451453
Ref: 164908

Spicy Avocado & Lime Bowl 16.80
Add Chicken
Add Egg
Waterade Cool Blue - 20oz 3.20
Subtotal 20.00
Sales Tax 1.40
Total USD\$ 21.40

Charged to AMEX 2001

Call us about your experience by visiting
delawareNorthListens.com

Our order was powered by Grab!
Next time, avoid the line with Grab
mobile ordering! www.getgrab.com

Total \$24.75

Trip fare	\$18.61
Subtotal	\$18.61
Booking Fee	\$2.44
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25
Download PDF	

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip.
You will receive a trip receipt when the payment is processed with payment information.

You rode with AGATHANGELOS

Total \$20.06

Trip fare	\$11.55
Subtotal	\$11.55
Booking Fee	\$2.89
Wait Time	\$0.07
Airport and City Surcharge	\$5.00
Temporary Fuel Surcharge	\$0.55

Payments

x	AmEx ****2001	\$20.06
	11/27/2022 11:19 AM	

Total \$9.16

Trip fare \$7.30
Subtotal \$7.30
Booking Fee \$1.41
Temporary Fuel Surcharge \$0.45

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.

Total \$31.72

Trip fare \$23.79
Subtotal \$23.79
Booking Fee \$2.71
Wait Time \$1.52
Temporary Fuel Surcharge \$0.45
Airport Facility Charge \$0.25

Payments

* AmEx ****2001 \$31.72

Download PDF



LAGUARDIA AIRPORT
TERMINAL CD PAPETAG
EXIT LANE NO 404
RECEIPT 115790
CASHIER 0
TRANSACTION 53239
SNK 01 000 0345709
ENTRY 10.30 22 15 38
PAID AT 11.05 22 17 36
TICKET TYPE LOST TICKET
FEE 45.00 USD
PAID 45.00 USD
TOTAL 45.00 USD

CAR: ?0000345709
STAY 6D 1:58
CARDHOLDER COPY
MID *****
TERM *****0440
11/05/22 17:36
TRAN 053239
CARD 2001
AMERICAN EXPRESS
ICC
SALE CREDIT
AID A000000025010001
TC TDC36FC1917A373A
AUTH CODE 068198
AMOUNT \$45.00
TOTAL \$45.00

No Cardholder
verification
(00) APPROVED

Your account will be
debited with the above
am

New York
Passenger In
CHITSCHANG
SkyMiles#: 929

Flight

DATE AND FLIGHT
LGA ✈ BOS | Tue
BOS ✈ ATL | Wed
ATL ✈ BNA | Wed
BNA ✈ LGA | Thu

Detailed Cha

Air Transportati

Base Fare:

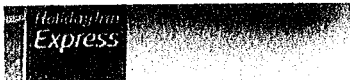
Taxes, Fees and

United States -
Aviation Securil
United States -
United States -
United States -
Total Price:



Paid with Amer

View Terms and



11-11

Room No.
 Taxes
 Superstare
 Conf. No.
 Rate Code
 Page No. 1 of 1

	Charges	Cre
	3.00	
	2.00	
Total	5.00	
Balance	0.00	

For my liability, I hereby agree to pay for my stay and any other charges incurred by me or my guests for my stay at the Holiday Inn Express Hotel & Suites, including any taxes, fees, and charges, and I agree to pay for any damage to the property or the premises caused by me or my guests.

← LaGuardia, NY → Boston, MA

Information

6637839

Confirmation Number: HQZLP9

Ticket Number: 0062348555495

IT	STATUS	CLASS	SEAT/CABIN
15Nov2022 YX 5766	OPEN	I	
16Nov2022 DL 504	OPEN	I	3D
16Nov2022 DL 2433	OPEN	I	2A
17Nov2022 9E 5491	OPEN	I	

Charges

on Charges

\$1,080.93 USD

Charges

September 11th Security Fee(Passenger Civil
by Service Fee) (AY)
Transportation Tax (US)
Passenger Facility Charge (XF)
Flight Segment Tax (ZP)

\$11.20 USD
\$81.07 USD
\$18.00 USD
\$18.00 USD
\$1,209.20 USD

ican Express ending 2001

\$1,209.20 USD

Conditions

Invoice #	3
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
639 4th Ave. #7A
Brooklyn, NY 11232
917-280-4517
chi@excellencereflex.com

Date of Invoice:

November 30, 2022

Bill to

Erin McMahon
Saugus Public Schools

For

November work

#	DESCRIPTION	AMOUNT
15	Consulting Fee: 24 hours of work on 11/2 (9 hrs), 11/11 (0.5 hrs), 11/12 (1 hr), 11/14 (2 hrs), 11/15 (2 hrs), 11/16 (8 hrs) and 11/23 (1.5 hrs)	\$8,288.97
16		
17		
18		
	SUBTOTAL	\$8,288.97
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$8,288.97
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

THANK YOU FOR YOUR BUSINESS!

1000

C
T
D

Y
N
M

Thank you for booking official on-airport parking at LaGuardia Airport.

Your booking confirmation email will be with you shortly

Booking Reference: LGAC449231

Entry: 6:30 PM - 11/15/2022 Booking Date: 9:29 AM 11/11/2022
 Exit: 11:00 PM - 11/17/2022
 Parking Lot: Terminal C Standard
 Email: chitschang@gmail.com

Total **\$135.00**

Directions to Terminal C Parking can be found [here](#).

Please also note effective Saturday, June 4th, there will be a new Terminal C walkway with direct access into the terminal from Level 5 of the parking structure.

Rossi Pizzeria Dine In

LGAG

Order number: 221115028000014
 Order location: Rossi Pizzeria Dine In
 Order time: November 15th, 2022 07:04 PM EST
 Payment methods: AMEX

Your receipt

1 - Diet Coke	\$4.95
1 - Pepperoni Pizza	\$19.39
1 - Tomato & Mozzarella Salad	\$14.00
Item subtotal	\$38.24
Sales tax	\$3.39
Tip	\$5.74
Total:	\$47.37

Total \$11.62

Trip fare	\$9.76
Subtotal	\$9.76
Booking Fee	\$1.41
Temporary Fuel Surcharge	\$0.45
Download PDF	

Thanks for riding, Chi

We hope you enjoyed your ride this evening.



Total \$

Trip fare

Subtotal

Booking Fee ⓘ

Temporary Fuel Surcharge ⓘ

Airport Facility Charge

Total

Trip fare	
Subtotal	
Booking Fee	
Temporary Fuel Surcharge	
Airport Facility Charge	
Download PDF	

Hot
 Hot
 999 E
 Chec
 Chec
 1 roo
 Stan
 Book

Pa
 Room
 Tue,
 Taxes

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip.
You will receive a trip receipt when the payment is processed with payment information.

You rode with Anderson

4.95 Rating

Has passed a multi-step safety screen

Drivers are critical to communities
right now. Say thanks with a tip.

B. Good Burger
Delaware North Travel
Boston Logan International Airport

ORDER: 908

TSCIANG/CHI YOUNG
11/22/2022 5:16 PM

Grab: 18451453
Ref: 164908

Spicy Avocado & Lime Bowl 16.80
Add Chicken
Add Egg
Fatorade Cool Blue - 20oz 3.20
Subtotal 20.00
Sales Tax 1.40
Total USD\$ 21.40

Charged to AMEX 2001

Tell us about your experience by visiting
delawareNorth11stns.com

Our order was powered by Grab!
Next time, avoid the line with Grab
Mobile ordering! www.getgrab.com

Total \$24.75

Trip fare	\$18.61
Subtotal	\$19.61
Booking Fee	\$2.44
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25

Download PDF

This is not a payment receipt, it is a trip summary to acknowledge the completion of the trip.
You will receive a trip receipt when the payment is processed with payment information.

You rode with AGATHANGELOS

Total \$20.06

Trip fare	\$11.55
Subtotal	\$11.55
Booking Fee	\$2.89
Wait Time	\$0.07
Airport and City Surcharge	\$5.00
Temporary Fuel Surcharge	\$0.55

Payments

x AmEx ****2001	\$20.06
11/22/2022 05:16 PM	

Holiday Inn Express Saugus (Logan Airport), an IHG Hotel

3 Broadway, Saugus, MA, 01906 United States of America

Check-in: Nov 15, 2022

Check-out: Nov 16, 2022

1 room x 1 night

Standard Room, 1 King Bed (LEISURE)

Booked for: Chi Tschang

Payment details

Room price

Nov 15 \$149.00

Taxes \$17.43

\$166.43

Paid

[AmericanExpress 2001]



\$45.35

\$38.94

\$38.94

\$2.71

\$0.45

\$3.25

\$25.01

\$18.91

\$18.91

\$2.40

\$0.45

\$3.25

Post #	Folio No. 5043 AR Number Group Code Company Member/Host No. Invoice No.
Date	Description
11-15-22	Balance
11-15-22	Services
11-15-22	American Express 0000000000000001
Guest Signature: I have reviewed this invoice and I authorize it for payment. I agree that I am responsible for the payment of this invoice, company or card charges. For card charges, I authorize my primary cardholder to be billed.	

Total \$9.16

Trip fare \$7.30
Subtotal \$7.30
Booking Fee \$1.41
Temporary Fuel Surcharge \$0.45

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.

Total \$31.72

Trip fare \$23.79
Subtotal \$23.79
Booking Fee \$2.71
Wait Time \$1.52
Temporary Fuel Surcharge \$0.45
Airport Facility Charge \$9.25

Payments

* AmEx ****2001 \$31.72
11/05/22 11:36 AM

Download PDF



LOGANFIELD AIRPORT
TERMINAL C01 FARE TAG

EXIT CAME NO 004
RECEIPT 115.000
CASHIER 0
TRANSACTION 53239
SNR 01 000 0395709
ENTRY 10.30 22 15 38
PAID AT 11.05 22 17 36
TICKET TYPE: LOST TICKET
FEE: 45.00 USD
PAID: 45.00 USD

TOTAL: 45.00 USD

CAR: 70000345709
STAY 60 1:58
CARDHOLDER COPY
MID *****
TERM *****0490
11/05/22 17:36
TRAN 053239
CARD 2001
AMERICAN EXPRESS
ICC
SALE CREDIT
AID A000000025010801
TC 7DC36FC1917A373A
AUTH CODE 868198
AMOUNT \$45.00
TOTAL \$45.00

No Cardholder
verification
(00) APPROVED
Your account will be
debited with the above
am

New York
Passenger In
CHI TSCHANG
SkyMiles#: 929

Flight

DATE AND FLIGHT
LGA ➤ BOS | Tue
BOS ➤ ATL | Wed
ATL ➤ BNA | Wed
BNA ➤ LGA | Thu

Detailed Cha

Air Transportati

Base Fare:

Taxes, Fees and

United States -
Aviation Securiti
United States -
United States -
United States -
Total Price:



Paid with Amer

View Terms and



11-11

Room No
 Arrival
 Departure
 Conf. No
 Rate Code
 Page No 1 of 1

	Charges	Cre
	3.00	
	2.00	
Total	5.00	
Balance	0.01	

Hudson Express is not responsible for any damage to your car or other property.
 All rates are subject to change without notice.
 © 2011 Hudson Express. All rights reserved.

← LaGuardia, NY ▶ Boston, MA

Information

6637839

Confirmation Number: HQZLP9

Ticket Number: 0062348555495

IT	STATUS	CLASS	SEAT/CABIN
15Nov2022 YX 5766	OPEN	I	
16Nov2022 DL 504	OPEN	I	3D
16Nov2022 DL 2433	OPEN	I	2A
17Nov2022 9E 5491	OPEN	I	

Charges

on Charges

\$1,080.93 USD

Charges

September 11th Security Fee(Passenger Civil ty Service Fee) (AY)	\$11.20 USD
Transportation Tax (US)	\$81.07 USD
Passenger Facility Charge (XF)	\$18.00 USD
Flight Segment Tax (ZP)	\$18.00 USD
	\$1,209.20 USD

ican Express ending 2001

\$1,209.20 USD

Conditions

EXHIBIT O

Joan Lineman

From: Erin McMahon <emcmahon@saugus.k12.ma.us>
Sent: Tuesday, December 20, 2022 1:33 PM
To: Pola Andrews
Subject: Fwd: error in 11/30 billing
Attachments: 3-Invoice-Saugus Public-Tschang 11 30 22 Revised v2.xlsx

Dear Pola,

I authorized work beyond initial scope based on the guidelines of PD for the district.

Thanks,

Erin

----- Forwarded message -----

From: Chi Tschang <chi@excellencereflex.com>
Date: Tue, Dec 20, 2022 at 12:29 PM
Subject: RE: error in 11/30 billing
To: Erin McMahon <emcmahon@saugus.k12.ma.us>

Hi Erin – here you go!

From: Erin McMahon <emcmahon@saugus.k12.ma.us>
Sent: Tuesday, December 20, 2022 11:53 AM
To: Chi Tschang <chi@excellencereflex.com>
Subject: error in 11/30 billing

Dear Chi,

There was an error in the 11/30/22 bill. You worked 28 hours, not 24, which is \$8,400. Please send me a revised invoice.

Thank you,

erin

Erin K. McMahon

Superintendent

Saugus Public Schools

781-231-5000

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 #10.

Invoice #	3
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
639 4th Ave. #7A
Brooklyn, NY 11232
917-280-4517
chi@excellencereflex.com

Date of Invoice:

November 30, 2022

Bill to

Erin McMahon
Saugus Public Schools

For

November work

#	DESCRIPTION	AMOUNT
15	Consulting Fee: 28 hours of work	\$8,288.97
16		
17		
18		
	SUBTOTAL	\$8,288.97
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$8,288.97
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

THANK YOU FOR YOUR BUSINESS!

U
S
T
C
T
D
-
Y
N
m

Thank you for booking official on-airport parking at LaGuardia Airport.

Your booking confirmation email will be with you shortly

Booking Reference: LGAC449231

Entry: 6:30 PM - 11/15/2022 **Booking Date:** 9:29 AM 11/11/2022
Exit: 11:00 PM - 11/17/2022
Parking Lot: Terminal C Standard
Email: chitschang@gmail.com

Total \$135.00

Directions to Terminal C Parking can be found here.

Please also note effective Saturday, June 4th, there will be a new Terminal C walkway with direct access into the terminal from Level 5 of the parking structure

Rossi Pizzeria Dine In

LGAG

Order number 221115028000014
 Order location Rossi Pizzeria Dine In
 Order time November 15th 2022 07:04 PM EST
 Payment methods AMEX

Your receipt

1 Diet Coke	\$4.85
1 Pepperoni Pizza	\$19.39
Mushrooms	
1 Tomato & Mozzarella Salad	\$14.00
Item subtotal	\$36.24
Sales tax	\$3.39
Tip	\$5.74
Total:	\$47.37

Total \$11.62

Trip fare	\$9.76
Subtotal	\$9.76
Booking Fee <input type="checkbox"/>	\$1.41
Temporary Fuel Surcharge <input type="checkbox"/>	\$0.45

[Download PDF](#)

Thanks for riding, Chi

We hope you enjoyed your ride this evening.



Total \$

Trip fare

Subtotal

Booking Fee

Temporary Fuel Surcharge

Airport Facility Charge

Total

Trip fare

Subtotal

Booking Fee

Temporary Fuel Surcharge

Airport Facility Charge

[Download PDF](#)

Hol
Hot
 999 E
 Chec
 Chec
 1 roo
Stan
 Book

Pa
Room
 Tue, 1
 Taxes

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip.
You will receive a trip receipt when the payment is processed with payment information.

You rode with Anderson

4.95 Rating

Has passed a multi-step safety screen

Drivers are critical to communities
right now. Say thanks with a tip.

B. Good Burger
Delaware North Travel
Boston Logan International Airport

ORDER: 908

TSCHANG/CHI YOUNG Grab: 18451453
11/2/2022 5:16 PM Ref: 164908
Spicy Avocado & Lime Bowl 16.80
Add Chicken
Add Egg
Waterade Cool Blue - 20oz 3.20
Subtotal 20.00
Sales Tax 1.40
Total USD\$ 21.40

Charged to AMEX 2001

Tell us about your experience by visiting
delawareNorthListens.com

Your order was powered by Grab!
Next time, avoid the line with Grab
Mobile ordering! www.getgrab.com

Total \$24.75

Trip fare	\$18.61
Subtotal	\$18.61
Booking Fee	\$2.44
Temporary Fuel Surcharge	\$0.45
Airport Facility Charge	\$3.25
Download PDF	

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip.
You will receive a trip receipt when the payment is processed with payment information.

You rode with AGATHANGELOS

Total \$20.06

Trip fare	\$11.55
Subtotal	\$11.55
Booking Fee	\$2.89
Wait Time	\$0.07
Airport and City Surcharge	\$5.00
Temporary Fuel Surcharge	\$0.55

Payments

AmEx ****2001	\$20.06
11/2/22 3:39 AM	

Holiday Inn Express Saugus (Logan Airport), an IHG Hotel

3 Broadway, Saugus, MA, 01906 United States of America

Check-in: Nov 15, 2022

Check-out: Nov 16, 2022

1 room x 1 night

Standard Room, 1 King Bed (LEISURE)

Booked for: Chi Tschang

Payment details

Room price

Nov 15 \$149.00

Taxes \$17.43

\$166.43

Paid

[AmericanExpress 2001]



\$145.35

\$38.94

\$38.94

\$2.71

\$0.45

\$3.25

\$25.01

\$18.91

\$18.91

\$2.40

\$0.45

\$3.25

Post It	Folio No AIR Number Group Code Company Membership No Invoice No								
<table border="1"> <thead> <tr> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>11-15-22</td> <td>Standard</td> </tr> <tr> <td>11-15-22</td> <td>Standard</td> </tr> <tr> <td>11-15-22</td> <td>American Express XXXXXXXXXXXX001</td> </tr> </tbody> </table>	Date	Description	11-15-22	Standard	11-15-22	Standard	11-15-22	American Express XXXXXXXXXXXX001	\$045
Date	Description								
11-15-22	Standard								
11-15-22	Standard								
11-15-22	American Express XXXXXXXXXXXX001								
<p>Guest Signature:</p> <p><small>I have received the goods and services of the American Express Hotel Experience and I hereby acknowledge that the actual person, company or address changes, if any, and I agree to perform the obligations set forth</small></p>									

Total \$9.16

Trip fare \$7.30
Subtotal \$7.30
Booking Fee \$1.41
Temporary Fuel Surcharge \$0.45

Download PDF

This is not a payment receipt. It is a trip summary to acknowledge the completion of the trip. You will receive a trip receipt when the payment is processed with payment information.

Total \$31.72

Trip fare \$23.79
Subtotal \$23.79
Booking Fee \$2.71
Wait Time \$1.52
Temporary Fuel Surcharge \$0.45
Airport Facility Charge \$3.25

Payments

AmEx ****2001 \$31.72
11/22/22 9:16 AM

Download PDF



New York

Passenger In

CHI TSCHANG

SkyMiles#: 929

Flight

DATE AND FLIGHT

LGA ▶ BOS | Tue
BOS ▶ ATL | Wed
ATL ▶ BNA | Wed
BNA ▶ LGA | Thu

Detailed Cha

Air Transportati

Base Fare:

Taxes, Fees and

United States -
Aviation Securil
United States -
United States -
United States -
Total Price:



Paid with Amer

View Terms and

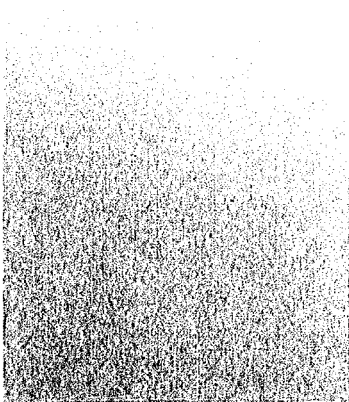


11-11

Room No. :
Arrival :
Departure :
Card No. :
Rate Code :
Page No : 1 of 1

	Charges	Cre
	3.00	
	2.00	
Total	5.00	
Balance	0.00	

Not responsible for loss of or damage to property
left in the room. The hotel is not responsible for
theft or damage to property left in the room.



← LaGuardia, NY ▶ Boston, MA

Information

6637839

Confirmation Number: HQZLP9

Ticket Number: 0062348555495

IT	STATUS	CLASS	SEAT/CABIN
15Nov2022 YX 5766	OPEN	I	
16Nov2022 DL 504	OPEN	I	3D
16Nov2022 DL 2433	OPEN	I	2A
17Nov2022 9E 5491	OPEN	I	

Charges

on Charges

\$1,080.93 USD

Charges

September 11th Security Fee (Passenger Civil

ty Service Fee) (AY)

\$11.20 USD

Transportation Tax (US)

\$81.07 USD

Passenger Facility Charge (XF)

\$18.00 USD

Flight Segment Tax (ZP)

\$18.00 USD

\$1,209.20 USD

ican Express ending 2001

\$1,209.20 USD

Conditions

EXHIBIT P

Invoice #	3
-----------	---

Excellence Reflex Consulting

Attention: Chi Tschang
639 4th Ave. #7A
Brooklyn, NY 11232
917-280-4517
chi@excellencereflex.com

Date of Invoice: November 30, 2022

Bill to
Erin McMahon
Saugus Public Schools

For
November work

#	DESCRIPTION	AMOUNT
15	Consulting Fee: 28 hours of work	\$8,400.00
16		
17		
18		
	SUBTOTAL	\$8,400.00
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$8,400.00
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

THANK YOU FOR YOUR BUSINESS!



Inv# 3 **\$8400.00**
TSCHANG/ CHI-YOUNG
01/19/2023 # Pages 1 **FP1 DOC299S1794**
PO# 23001414

From: Erin McMahon <emcmahon@saugus.k12.ma.us>
Date: Tue, Dec 20, 2022 at 1:33 PM
Subject: Fwd: error in 11/30 billing
To: Pola Andrews <pandrews@saugus.k12.ma.us>

Dear Pola,

I authorized work beyond initial scope based on the guidelines of PD for the district.

Thanks,

Erin

----- Forwarded message -----
From: Chi Tschang <chi@excellencereflex.com>
Date: Tue, Dec 20, 2022 at 12:29 PM
Subject: RE: error in 11/30 billing
To: Erin McMahon <emcmahon@saugus.k12.ma.us>

Hi Erin – here you go!

From: Erin McMahon <emcmahon@saugus.k12.ma.us>
Sent: Tuesday, December 20, 2022 11:53 AM
To: Chi Tschang <chi@excellencereflex.com>
Subject: error in 11/30 billing

Dear Chi,

There was an error in the 11/30/22 bill. You worked 28 hours, not 24, which is \$8,400. Please send me a revised invoice.

Thank you,

erin

--
Erin K. McMahon
Superintendent
Saugus Public Schools
781-231-5000



Saugus Public Schools

Grant Payment Form

Grant Name: FY22 - Title I

Project #/Fund Code: 305 / 2219

Payment to be Made from: 22447181 / 530016
(Budget Number)

Amount of Payment: \$ 8,400.00

Payment to: Chi Tschong (Excellence Reflex Consulting)

**Please fill out the appropriate section either Expense or Payroll and check the categories that explain this expenditure:*

<input type="checkbox"/> EXPENSE (attach requisition form)	
Description: <u>Professional Development - November</u>	
Signatures Required	
Finance Office: <u>[Signature]</u>	Date: <u>12/22/22</u>
Person Completing Form: <u>[Signature]</u>	Date: <u>12/20/22</u>
Grant Administrator: <u>[Signature]</u>	Date: <u>12/22/22</u>
Superintendent: <u>[Signature]</u>	Date: <u>12/22/22</u>

<input type="checkbox"/> PAYROLL (attach time sheet)	
Position: _____	
Signatures Required	
Finance Office: _____	Date: _____
Grant Administrator: _____	Date: _____
Principal: _____	Date: _____
Superintendent: _____	Date: _____

Submit Grant Payment Form and a Requisition to the Business Manager's Office

From: **Erin McMahon** <emcmahon@saugus.k12.ma.us>
Date: Tue, Dec 20, 2022 at 1:33 PM
Subject: Fwd: error in 11/30 billing
To: Pola Andrews <pandrews@saugus.k12.ma.us>

Dear Pola,

I authorized work beyond initial scope based on the guidelines of PD for the district.

Thanks,

Erin

Contract for Saugus Public Schools
Vendor: Chi Tschang, DBA, Excellence Reflex Consulting

September 8, 2022

Project Summary

Currently, one of the organizational needs is to develop principal manager capacity in analyzing student work and leading weekly data meetings, in support of their participation in the National Principal Supervisors Academy.

Scope of Services

- 9/15/22 - 6 hours of coaching in September focused on developing principal manager capacity. Observe, score and coach on all three meeting protocols (implementation, WDM, coaching on observation/feedback): 2 leaders.
- 30 hours of coaching in October through December focused on coaching weekly data meetings. Includes leading PD (in person), site visits (in person) and remote coaching. Observe MS/HS teams (multiple data meetings), plan for feedback to leaders, batch feedback. Observations of multiple schools. In the afternoon, observe ES teams, plan for feedback to leaders and batch feedback. When: 10/5 or 10/26, 11/2, 11/16

Consulting Fees

- The fee would be \$300 per hour (not including travel costs). The estimated cost for the above project would be \$9,999.

Saugus Public Schools agrees to pay invoices once each event is complete. As an independent contractor, Mr. Tschang is responsible for reporting all income received to taxing authorities.

Agreement signified by signatures:



Erin McMahon, Superintendent
Saugus Public Schools, MA

Chi Tschang, President
Excellence Reflex Consulting

This content is from the eCFR and is authoritative but unofficial.

Displaying title 2, up to date as of 8/02/2022. Title 2 was last amended 5/19/2022.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart D - Post Federal Award Requirements
Procurement Standards

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases -*

(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(C) For public institutions, a higher threshold consistent with State law. *PROF DEV IS EXEMPT FROM CH 30 B 50 HIGHER THRESHOLD*

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases -*

(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

- (b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold, the non-Federal entity determines to be appropriate:
- (1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions:
- (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.
- (c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

PROFESSIONAL DEVELOPMENT

FOR SCHOOL DISTRICTS ARE

EXEMPT

FROM MASSACHUSETTS 30B PROCUREMENT
REQUIREMENTS

EXHIBIT Q

Joan Lineman

From: Chi Tschang <chi@excellencereflex.com>
Sent: Monday, January 2, 2023 5:36 PM
To: Erin McMahon; Pola Andrews
Subject: Invoice #4 - December 1-31 work
Attachments: 4-Invoice-Saugus Public-Tschang 12 31 22.xlsx

Hi Erin and Pola –

Happy New Year!

I've attached my invoice for my December work with Saugus Public Schools. Thanks in advance for getting it processed!

Per my e-mail from a few days ago, I still haven't been paid for my October work (Invoice #2) and my November work (Invoice #3).

Best,
Chi

From: Chi Tschang
Sent: Friday, December 30, 2022 10:04 PM
To: Erin McMahon emcmahon@saugus.k12.ma.us; Pola Andrews pandrews@saugus.k12.ma.us
Subject: RE: Invoice #3 - November 1-30 work

Hi Pola (and Erin) –

Hope you had a happy holiday season!

I'm writing because I still haven't been paid for the invoice I sent on November 2nd for my October work. I've reached out twice now about this invoice. It's now been more than eight weeks since I've submitted this invoice.

Can you please give me an update about this invoice?

Thanks!

Chi

From: Erin McMahon emcmahon@saugus.k12.ma.us
Sent: Monday, December 5, 2022 4:32 PM
To: Pola Andrews pandrews@saugus.k12.ma.us; Chi Tschang chi@excellencereflex.com
Subject: Fwd: Invoice #3 - November 1-30 work

Dear Chi and Pola,

Chi, I spoke with Mrs. Andrews. I would expect a 3 week turnaround at a minimum for when the invoice is submitted. I wish I could say it was faster but there are many steps for municipal government. Pola is your point person for questions.

Thanks,

Erin

----- Forwarded message -----

From: **Chi Tschang** <chi@excellencereflex.com>
Date: Wed, Nov 30, 2022 at 10:41 PM
Subject: Invoice #3 - November 1-30 work
To: Erin McMahon <emcmahon@saugus.k12.ma.us>

Hi Erin --

Hope you're well!

I've attached my invoice for reimbursements and work for the month of November. I've included one invoice that is itemized and one invoice that has just the total fee (including receipts).

Thanks in advance for getting this processed!

Best,



Chi Tschang

Excellence Reflex Consulting

Phone: 917-280-4517

Web: www.chitschang.com

Email: chi@excellencereflex.com

639 4th Ave. #7A, Brooklyn, NY 11232



Invoice #	4
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
 639 4th Ave. #7A
 Brooklyn, NY 11232
 917-280-4517
chi@excellencereflex.com

Date of Invoice:

December 31, 2022

Bill to

Erin McMahon
 Saugus Public Schools

For

December work

#	DESCRIPTION	AMOUNT
1	Consulting Fee: 5.5 hours of work	\$1,650.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
	SUBTOTAL	\$1,650.00
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$1,650.00
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

Receipts?

THANK YOU FOR YOUR BUSINESS!

EXHIBIT R

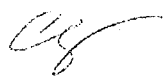
Joan Lineman

From: Chi Tschang <chi@excellencereflex.com>
Sent: Wednesday, January 4, 2023 3:21 PM
To: Erin McMahan
Subject: Revised Invoice #4
Attachments: 4-Invoice-Saugus Public-Tschang 1 4 23.xlsx

Hi Erin –

Here's the revised invoice to account for the additional work I did planning the PD session this week. Thank you!

Best,



Chi Tschang
Excellence Reflex Consulting

Phone: 917-280-4517

Web: www.chitschang.com

Email: chi@excellencereflex.com

639 4th Ave. #7A, Brooklyn, NY 11232



Invoice #	4
------------------	----------

Excellence Reflex Consulting

Attention: Chi Tschang
 639 4th Ave. #7A
 Brooklyn, NY 11232
 917-280-4517
chi@excellencereflex.com

Date of Invoice:

December 31, 2022

Bill to

Erin McMahon
 Saugus Public Schools

For

December work

#	DESCRIPTION	AMOUNT
1	Consulting Fee: 7.5 hours of work	\$2,250.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
	SUBTOTAL	\$2,250.00
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$2,250.00
Please make all checks payable to Excellence Reflex Consulting. If you have any questions concerning this invoice, contact Chi Tschang at 917-280-4517 or chi@excellencereflex.com		

Receipts?

THANK YOU FOR YOUR BUSINESS!

EXHIBIT S



Erin McMahon <emcmahon@saugus.k12.ma.us>

Revised Invoice #4

4 messages

Chi Tschang <chi@excellencereflex.com>
To: Erin McMahon <emcmahon@saugus.k12.ma.us>

Wed, Jan 4, 2023 at 3:21 PM

Hi Erin –

Here's the revised invoice to account for the additional work I did planning the PD session this week. Thank you!

Best,

Chi Tschang

Excellence Reflex Consulting

Phone: 917-280-4517

Web: www.chitschang.com

Email: chi@excellencereflex.com

639 4th Ave. #7A, Brooklyn, NY 11232



 **4-Invoice-Saugus Public-Tschang 1 4 23.xlsx**
16K

Erin McMahon <emcmahon@saugus.k12.ma.us>
To: Chi Tschang <chi@excellencereflex.com>

Thu, Jan 5, 2023 at 9:36 AM

Hi Chi

Please remove the Receipts? from the bill and return to me.

Thanks,

Erin

[Quoted text hidden]

Chi Tschang <chi@excellencereflex.com>
To: Erin McMahon <emcmahon@saugus.k12.ma.us>

Thu, Jan 5, 2023 at 9:42 AM

Here you go!

[Quoted text hidden]

 **4-Invoice-Saugus Public-Tschang 1 4 23.xlsx**
15K

Erin McMahon <emcmahon@saugus.k12.ma.us>
To: Chi Tschang <chi@excellencereflex.com>

Thu, Jan 5, 2023 at 9:43 AM

Thank you; I'll send it for processing.

[Quoted text hidden]