

November 2, 2023

Vincent Serino
Chair, Saugus School Committee

Re: Rebuttal to Arrowood LLP Executive Summary

Dear Mr. Serino,

This letter serves as the response and/or rebuttal to the Executive Summary supplied to me in advance of the hearing scheduled for November 2, 2023. This was prepared with the assistance of my counsel. While I have not been supplied the full report, only the summary, the Arrowood LLP Executive Summary contains material factual omissions and errors which require my response. Citations in this letter to documents or Exhibits refer to the package of information submitted herewith for each Committee member. Please add this package to my personnel file.

Before I continue with my response, I must state, again, my objection to the procedure followed and the violation of my rights. As you know, I filed an arbitration with AAA that alleges that the Saugus School Committee violated my May 25, 2021 Employment Agreement between The Saugus School Committee (the "SC") and myself (the "Employment Contract"). See Exhibit 1 (AAA Arbitration Demand). Specifically, my Employment Contract, Ex. 1 at Ex. 1 thereto, contains the following provision:

8.8 PROMPT NOTICE OF COMPLAINTS OR CONCERNS: Any criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly and discreetly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent. Any such matter not promptly raised may not be considered in the summative evaluation as the Superintendent may not be aware of same or may not have sufficient time to take remedial action.

See Employment Contract, Section 8.8 at page 6. Although I learned on or around January 17-18, 2023, as I was coerced into taking administrative leave, that some complaint had been made to the SC about me, I have never been provided a copy of the complaint in writing for study, disposition or recommendation; as such, I was denied my ability to take remedial action, if any was appropriate or required. This right was specifically negotiated in my contract; the SC has never complied with it in the ten (10) months since this effective disciplinary suspension began. Although Attorney Greenspan first told my counsel that the complaint about me came from School employees and I would have a "full opportunity to review the complaints" at a later time, I was never given those complaints. Attorney Greenspan later claimed a complaint came from a member of the community; I have also never seen any such complaint.

The "notice" I received about the charges against me came from the investigator, Sarah Sousa, an attorney with Arrowood LLP, the same law firm the Town Manager has relied upon previously and with whom the Town has a long-standing relationship, in the form of her requests for documents (with which I voluntarily complied although I was told this was a Town

investigation, not an SC investigation, and that I did not have to cooperate) and through her questioning of me on April 6, 2023 – more than six months ago. Even after the investigation concluded, the SC never gave me the complaints that began all this, and they have never afforded me the opportunity to respond negotiated in my contract. The SC has dodged my counsel’s public records requests and avoided orders by the Supervisor of Public Records.

This entire proceeding has been unfair and a violation of my contractual and other legal rights.

Brief Summary of Procedural Errors

The SC breached my contract, which required them to share any complaints about my work in writing both “promptly and discretely” for study, in order to afford me time to respond and afford time for any “remedial action.” They never did this. Whatever complaint was made by District employee(s) or a member of the community was never shared with me, and it has not been to this day.

On January 18, 2023, in Executive Session, the SC voted to investigate my conduct, without notice to me of the grounds for the investigation – in writing or otherwise. The transcript of the Executive session of the meeting is supplied as Exhibit 2.¹

The SC conducted no investigation. According to the investigator who was hired, the Town was the client for the investigation. The Town Charter requires the Town Manager to have explicit authorization to expend monies on an investigation, and while we requested records of the Board of Selectman authorizing any such expenditure, none were supplied. According to the investigation report’s executive summary, the Town Manager was directed to investigate undisclosed complaints against me by the Board Chair (Vincent Serino), the Vice Chair (John Hatch) and the SC’s withdrawn counsel, Howard Greenspan.² There is no SC vote authorizing delegation of this investigation to the Town or Town Manager; the investigation was unauthorized by the SC or the Board of Selectman. It is improper. The Town Manager’s involvement is not permitted by the Town Charter. Article 2, § 13 (a) & (c) of the Charter expressly reserve to the SC any school department business and responsibility for personnel matters. *See Exhibit 3* (excerpts of Town Charter).

It is not surprising to me it happened this way because the Town Manager and Board Chair have consistently treated me disrespectfully, undermined my work, and bridled at having to work alongside a woman. Saugus is among the lowest scoring School Districts in the Commonwealth in its involvement of women in leadership according to an independent study. Our schools cannot possibly educate woman to be leaders given how the men in leadership positions in the Town of Saugus behave towards women who are leaders, like me. While I shared a draft Charge of Discrimination that I was prepared to file with the Massachusetts Commission

¹ I understand from my counsel that the authenticity and admissibility of the transcript was stipulated by Atty. Tom Mullen, who at one time represented the Committee in this matter.

² Attorney Greenspan first withdrew from the AAA arbitration my counsel filed under my Employment Contract, and he subsequently withdrew entirely from any representation of the SC. The SC is now on its third law firm in this matter, and it has effectively delayed scheduled dates for my arbitration multiple times.

Against Discrimination with the SC, at the time I shared it, the parties were trying to resolve their disputes without drawn out, public, costly litigation. Since the SC terminated those efforts, on November 1, 2023, I filed my Charge against the offending parties, including the SC Chair, Mr. Serino, and the Town Manager, Scott Crabtree.

The SC has not responded to numerous public records requests related to the withheld complaints against me and this investigation, and the SC has flouted orders of the Supervisor of Public Records.

I understand that the investigation was concluded in May 2023, a month after my interview. *See Exhibit 4.* The report was not completed until August 17, 2023 – three months later – when I understand that the investigator indicated the report would take only a month to prepare. The Arrowood LLP executive summary seeks to blame outside accountants for the delay, but there is no evidence that the accountants discovered any wrongdoing or provided any relevant information. The delay in producing the written report suggests that someone was dissatisfied with the initial investigation result.

Rebuttal to the Executive Summary of Arrowood LLP Report

The Executive Summary first shared with me on the evening of August 30, 2023³ raises the following issues:

- (1) My performance of limited, paid coaching services for Relay Graduate School of Education (“Relay”) after Saugus Public Schools – with knowledge of the School Committee – engaged Relay to provide professional development services.
- (2) Allowing – intentionally or negligently – alleged overbilling by another professional development consultant, Excellence Reflex Consulting LLC, whose manager and service provider was Chi Tschang.
- (3) Being “out of district 40.5” days from July 1, 2022 through January 19, 2023, which is reportedly “double the amount of time the previous superintendent spent out of district.”

Arrowood LLP relies on witness testimony from nine witnesses, whose identities (other than myself) are not disclosed to me and therefore I am denied reasonable notice or a fair opportunity to respond. Arrowood LLP admits, however, that it did not attempt to gather evidence from third parties – such as Relay or Mr. Tschang – due to lack of subpoena power. In other words, Arrowood LLP made no attempt to speak with the third parties with direct evidence relevant to the concerns, even though it did ask for my “voluntary” participation in the Town’s investigation while noting it had no power to compel my participation, and I agreed to do so. I provide with the attached documents a signed affidavit from Mr. Chi Tschang explaining his

³ The SC and I had worked out an arrangement to mutually separate to avoid litigation subject to a final written agreement. The SC then reneged on the core agreed terms, I believe at the insistence of the Town Manager. While I have shared certain of the information in this rebuttal with the SC through their attorney, I was persuaded not to submit a formal rebuttal while discussions of a mutually agreed separation were ongoing. I now do so.

billing practices and the instructions he received which originated from other Saugus Public Schools personnel regarding presentation of his invoices. *See Exhibit 5* (attaching email, invoices). He specifically stated in paragraph 12 of his affidavit that I “was not part of the discussion” about billing methodology. Arrowood LLP’s defective investigation did not uncover this information because they did not bother to contact a highly relevant witness.

Arrowood LLP – the Town’s frequent legal counsel – opines in the executive summary that the investigation discloses three violations of legal obligations by me (any others are speculative).

First, Arrowood LLP states I “likely” violated G.L. c. 268A, § 23(b)(3) because I “did not timely disclose [my] consulting arrangement with Relay” but thereafter “contracted with Relay for an additional \$56,000 in services” after receiving payments for consulting work.

Second, Arrowood LLP states that my consulting with Relay on behalf of Saugus Public Schools “after [my] receipt of money from Relay, and without notifying the School Committee” – of what precisely it is not clear – “is likely a violation of the Saugus Town Charter, Art. 2, Section 33....”

Third, Arrowood LLP states that *I* approved the payment of an invoice of Excellence Reflex Consulting which included “reimbursement for costs of alcohol” in violation of federal regulations.⁴

I deny any and all accusations that any conduct of mine violated my obligations to Saugus Public Schools or otherwise. At all times I have had the very large task, of getting Saugus Public Schools off a state watch list and vastly improving our performance, firmly in mind.

Relay Consulting

As explained in detail in my conflict-of-interest disclosure filed with the Town Clerk on April 6, 2023 (prior to my interview with Arrowood LLP), see *Exhibit 6* (disclosure), I had no financial relationship with or expectation of same at the time Saugus Public Schools began a professional development engagement with Relay.

My prior association with Relay (since terminated) was certainly disclosed to the SC; it was listed on my resume (twice under Certifications), see *Exhibit 7*, which was reviewed by the SC while they were hiring for the Superintendent position.

The Massachusetts Department of Education had studied the condition of the Saugus Public Schools and concluded in 2019 that things were dire. *See Exhibit 2*. Significant needs were identified requiring coordination of curriculum across grade levels and the use of data to determine student and systemwide performance. I engaged in an entry study over the course of

⁴ Overpayments to Excellence Reflex Consulting are otherwise not addressed, including any irregularity with the November 2022 invoice; therefore, I presume Arrowood LLP concluded that the November 2022 invoiced amount that was paid was supportable, or otherwise that I was not responsible for a payment of \$8,400 if such amount was indeed paid.

the first six months of my work, *see Exhibit 3*, and concluded our administrators and staff would need significant professional development work in the area of data collection and analysis. I was familiar with Relay, having implemented their student work analysis and other protocols in Denver and in other schools. In the years before I came to Saugus, I had also led some occasional professional development sessions for Relay as a paid consultant but, as mentioned above, I had no ongoing relationship with Relay when I was hired in July 2021 in Saugus. As far as providing training to my administrative team, I authorized four administrators to participate in Relay training in New York City at a cost of about \$14,000.00 each, totaling \$56,000.00. At the time, the best local option was the Lynch School of Education at Boston College, which would have cost \$25,000.00 each, or \$100,000.00 in total. The Arrowood LLP report does not question my judgment in recommending and hiring Relay to provide these services; the engagement with Relay began at a time when I held no position with and had no expectancy of any consulting work with Relay.

In or around January 2022, after Saugus Public Schools engaged Relay to provide professional development services to administrators and staff, I told both then-Chair of the SC, Tom Whittredge, and Executive Director of Finance and Administration, Pola Andrews, that I was asked to provide coaching services for Relay and intended to donate the nominal consulting fee per session that I would receive to the Saugus Education Fund.⁵ My effort to have Relay direct my consulting fee to Saugus Education Fund was not successful as Relay told me it needed to “pay” an individual, not a fund or charity. *See Exhibit 10* (email chain between me and Relay personnel regarding a donation of my fee).

I thereafter arranged for friends and family to donate an amount in excess of this fee to the Saugus Education Fund with the intent of ensuring the value of the consulting fee was, in effect, paid over to the Saugus Education Fund. Vincent Serino acknowledged this in writing via text, thanking me for the donation made by my friends and family. *See Exhibit 16* (text from Mr. Serino to me). The amount I received in consulting fees from Relay for limited summer coaching was under \$1,900 in total; the amount donated to the Saugus Education Fund on my behalf was more than \$2,000. The Arrowood LLP summary makes no mention of the amount I was paid, or that friends and family of mine made a donation in excess of that amount, at my request. This is a striking omission.

Please also see my conflict-of-interest disclosure which discusses my relationship with Relay in depth. *See Ex. 6*. I sent a copy of my disclosure to every member of the Committee when I filed it in April 2023. No member of the SC ever asked me any questions about it. Arrowood LLP notes that I made the disclosure but makes no reference to any of its content in summary shared with me. Of note, the communications cited in this section, including the text message from Mr. Serino to me, were provided to Arrowood LLP; it does not appear they gave this material due consideration.

My prior association with Relay, as well as my limited consulting work for them as a summer coach over the course of two summers, was known to the SC. Under the circumstances, there is no appearance of impropriety as there was nothing hidden about this relationship.

⁵ My intent was for the donation to be used to offset the cost of supplying food for employees attending professional development.

Further, since the Relay-Saugus Public Schools relationship *pre-dated* my consulting, and was known, I did not believe a disclosure was required; nonetheless, given the documents requested by Arrowood LLP ahead of my interview which focused on this relationship, I made a disclosure, as noted above. To my knowledge, no complaint about Relay has been filed with the State Ethics Commission and the State Ethics Commission has taken no independent interest in this matter.

Excellence Reflex Consulting

Following our work with Relay, I was referred by reliable sources to Excellence Reflex Consulting and its provider, Chi Tschang. From my professional activities, I was aware of Mr. Tschang's offerings. I did not have a personal relationship with Mr. Tschang at any time, and I had never (and have never) worked with or for him. His skill set fit with our needs for training. I contacted him and he made a written proposal via email, which I copied into a form of provider contract. *See Exhibit 12*. Based on my post-interview review of invoices, Mr. Tschang's affidavit, and my review of a second proposal by Mr. Tschang for additional services, *see Exhibit 13*, (essentially accepted by me through performance though it was never executed⁶), I understand Mr. Tschang's proposal throughout was to bill Saugus Public Schools for time and expenses, namely, \$300 per hour for his time plus travel expenses. I misunderstood this fact at the time of my interview with Arrowood LLP.

I was not involved in review or approval of the bills for this vendor. While Arrowood LLP did not confer with Mr. Tschang, my counsel did. As a result, we received an affidavit from Mr. Tschang which confirms (a) that he communicated with Pola Andrews and Margo Ferrick concerning his billing, (b) that his invoices attached receipts for all travel expenses and allocation of hours, and (c) that he was responsive to their efforts to secure invoices in a format they deemed necessary for internal billing/allocation of funds so long as the amount did not exceed his time and costs, as originally requested in writing and later verbally by Dr. Ferrick. *See Ex. 5* (Tschang Affidavit with email and invoices). Additionally, it became clear that the existing invoice and billing practice could benefit from improvement. After my first year, the administrative team was considering the development of a uniform invoice system. *See Exhibit 14* (notes of the "Budget Playbook" meetings of the administration over the fall of 2022 and early winter, 2023).

I understand that professional development consultants may be paid from Title 1 grant funds and are exempt from state and federal bidding requirements. *See M.G.L., c. 30B, § 1(b)(22)* and *Exhibit 15* (Federal rules). From my review of state issued Title 1 guidelines, they allow payment for "Contractual Services" by "Professional development providers" like Excellence Reflex Consulting, and there is no unallowed costs that are applicable to the invoices submitted. *See Exhibit 16*. While for administrators and staff there are limitations on travel expense reimbursement, the guidelines contain none for the providers themselves. The Title 1 guidance I have seen does not require invoices from providers to be in any particular format, even though I vaguely recall at the time being told by staff that Mr. Tschang needed to present

⁶ The Arrowood LLP summary observes that Excellence Reflex Consulting provided services in excess of the original executed proposal. That is true because I agreed to expand the scope, and while a second written proposal was prepared and acted upon through conduct, it was never formally executed. I was not shown this second written proposal during my interview by Arrowood LLP.

his invoices a particular way. *See*, for example, Exhibit 17 (DESE Guidelines 2023).⁷ As I had no expertise with this program, I was reliant on others, namely Pola Andrews (who has extensive experience with Title 1) and Margo Ferrick, my Deputy Superintendent, to oversee administration of these funds. Dr. Ferrick supervised Susan Terban, the Executive Director of Curriculum, Instruction, and Assessment, who managed the grants on a day-to-day basis as a grants administrator and who sought out the expertise of those familiar with grants administration to assist her with the role.⁸

Although Mr. Tschang addressed his invoices to me, as I had signed the initial contract with his firm, I merely passed the invoice on to Ms. Andrews as I did any other invoices that came to me on behalf of the District. Mr. Tschang explains in his affidavit that Margo Ferrick emailed him on October 14, 2022, after his September bill was sent to the District. His initial bill was broken out between a fee for professional services and reimbursable expenses. Dr. Ferrick's email asked him to reformat his invoice into a single daily rate, not broken down by professional services and separately for permitted expenses. I understood this was done because Dr. Ferrick, or perhaps Ms. Andrews, believed Title 1 required the invoice to be stated as a rate per hour or per day. *See* Ex. 5, Ex. B thereto. As he explains, he did so per her request, resulting in an invoice for one daily rate that was for the same supported amount as the broken-out invoice, though expressed differently. I had nothing to do with this email request from Dr. Ferrick and was not copied on her email. Mr. Tschang explains that when he sent his next invoice, for October, Dr. Ferrick again requested that he resubmit in a different format and he did so. *See* Ex. 5 (Chang Affidavit), Exs. B-G thereto. These invoices were reviewed by multiple parties, including Ms. Andrews, Ms. Terban, Ms. Maffeo, Grants Bookkeeper, and me. Mr. Crabtree signed at least two of the purchase orders authorizing payment—one on an open purchase order for \$10,000 and a second one for \$3,633.89. Mr. Tschang included copies of receipts for his expenses with each of his invoices. *See* Ex. 5, Exs. B-G thereto.

I am aware of my email to Mr. Tschang following his submission of the November 2022 invoice in December, asking him to revise his hours. I have no specific memory of the circumstances of this, as I said in my interview. However, having now seen the email Dr. Ferrick supplied to Mr. Tschang and his explanation of his telephone conversation with her the following month, and his subsequent practice of submitting a revised bill as requested by Dr. Ferrick, I believe I received guidance from either Dr. Ferrick or Ms. Andrews that led me to send this message. Mr. Tschang explains he then resubmitted the invoice listing those total hours, but with the same total amount, for payment. I have no memory of receiving or reviewing this invoice.

The Arrowood LLP summary asserts that after Mr. Tschang sent an invoice for \$8,288.97 for November work, I forwarded an invoice from Mr. Tschang for a different amount - \$8,400 – to Pola Andrews for payment. While I have only been given the Executive Summary, I am aware of *no documentation that exists to support this statement*. The document I was shown *by Arrowood LLP* during my interview *is to the contrary*. It shows I forwarded a reformatted invoice (which I presume someone on staff instructed me to request, as noted above) for the

⁷ We have been unable to find a version of these guidelines pre-dating May 2023 at this time; however, I am not aware that they have changed as it pertains to this matter.

⁸ I do not fault any of my staff for any confusion or errors in paperwork, as I have no reason to doubt they were working in good faith to meet perceived or actual external requirements of how documentation was presented.

same amount as the original: \$8,288.97. As I told the investigator during my interview: I do not know what Excellence Reflex Consulting was ultimately paid on this invoice.⁹ A copy of the exhibit I was shown during my interview by Arrowood LLP as what I transmitted for payment, in the amount of \$8,288.97, is attached as Exhibit 18.

Mr. Tschang does indicate that due to his error, he did not fully deduct the charges for two glasses of wine he had with pizza at Santarpio's. He intended to deduct \$13 but inadvertently, due to math error, deducted only \$3. This amounted to an overpayment of \$10. Other than this oversight, and another 40-cent math error he discloses, he identifies no overbilling (or overpayment). With a fuller record and reviewing his affidavit, I do not believe there was overpayment beyond the \$10.40 identified in Mr. Tschang's affidavit. I certainly was not aware of the inclusion of \$10 for wine in this invoice; I relied on others to review Mr. Tschang's invoice and back up at that level of detail.

The Committee must understand, as Mr. Serino surely does, since he was required sign off on every bill for Saugus Public Schools as Chair, that the District receives a huge number of invoices each month. I do not review every invoice in detail. Certainly, if I was aware of an error I would correct it, but in this case, I was not aware of the billing errors amounting to \$10.40 discussed above.

Days Out of District

When my contract was negotiated, the SC was aware of my pursuit at Boston College of a Doctorate. See Ex. 1 at Ex. 1 thereto (Contract), Section 5.3. The SC agreed I could take the time necessary to pursue the degree "as [a] regular and ongoing activit[y] related to her employment" and that the on-campus time would primarily occur during summer months. I shared this information and the schedule with Mr. Fisher while we negotiated the contract, *see Exhibit 19*, and with Mr. Whittredge and Mr. Serino when they were Chairs. *See Ex. 19*.

My contract expressly provides for paid vacation, personal, professional, and sick leave. *See Ex. 1, Ex. 1 thereto (Contract), Sections 4, cl. 4.2 (vacation), 4.3 (sick), 4.5 (personal) and 5.1-5.3 (professional).*

Rather than evaluate my attendance in light of excused and contractually permissible leaves, Arrowood LLP ignored the contractual categorization of various leave days and suggests that I was not sufficiently dedicated to Saugus Public Schools. I strongly disagree. They argue by implication (because they cannot argue expressly due to contract terms which defeat their assertion), I was absent excessively. They identify the following days in 2022-2023 (I worked up until my leave, on January 18, 2023) when I was out of the office in support of their position:

- 2 Personal days
- 22 Professional Development Days
- 2 Sick Days
- 2 Telecommute Days during the summer

⁹ Arrowood LLP did not conclude that I altered the invoice Mr. Tschang supplied to me; in fact, the document they showed me during my investigation is to the contrary.

12.5 Vacation Days

As noted, the contract provides personal, sick and vacation time. It also provided ample time out of District to complete my EdD program at Boston College, which accounts for 16 of the 22 Professional Development days noted on my attendance record. Mr. Serino and Mr. Whittredge both understood and supported the use of these days to pursue a Doctorate. *See Ex. 19* (texts regarding my summer schedule). To state the obvious, Massachusetts law protects sick time.

While the two (2) telecommute days were not expressly authorized by contract, they were done over the summer months and my email and calendar demonstrates I was working those days. Moreover, I had a practice of keeping a calendar up in my office which transparently disclosed my location at all times. If the COVID pandemic has taught us anything, it is that we cannot track the productivity of an employee based on face time in the office. As all other days are protected, contractual leave, I hope the SC will agree that two (2) telecommute days, during the summer, are not just cause for termination. If clarity is needed about whether and when such work is permitted, I welcome the opportunity to discuss this with the SC. This is the whole point of Section 8.8 of my contract.

Conclusion

I am a dedicated public servant. I have conducted myself with Saugus families and students, our educators, our administrators, and the good of our community always at top of mind. This job was the hardest thing I have ever done, and I took great pride in the work our team was able to accomplish in the brief time I was given. I am dismayed and deeply aggrieved by what has happened since.

I was denied discrete notice and a fair opportunity to respond as the SC agreed to do in my Contract. First and foremost, the SC should give me that opportunity by engaging with me privately as should have been done at the outset of all this. If that fails, a new investigation, authorized by the full SC, must be conducted by a new, truly independent investigator, as the Arrowood LLP investigation was not authorized and, as long-time counsel for the Town, was biased. At a minimum, I ask the SC to consider this information, put it to Arrowood LLP, and ask that firm to evaluate its impact on Arrowood LLP's conclusions.

Ultimately, though I know it to be futile, I ask the School Committee not to terminate me for cause.

Very Truly Yours,

Erin McMahon

cc: Committee Members