



STOUGHTON SCHOOL COMMITTEE

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February 2, 2012

We are writing in response to the memo sent to the Board of Selectmen, written by Lindsay Pope, Acting Chief Procurement Officer, concerning allegations made in her presentation at their meeting held on January 31, 2012. The Board of Selectmen had on their Tuesday night agenda a new business item concerning the procurement issues on the Jones School roof contract. Neither the School Committee nor the Superintendent received the memo and we were not aware that it was an agenda item until the day before the meeting. The memo contains serious allegations of improper procurement procedures and illegal actions taken by the School Department and is full of errors and mistruths.

The redesign of the Jones School roof was approved three years ago by Town Meeting, before the Selectmen adopted their Designer Selection Procedures. Funding for construction of the roof was approved at last year's Town Meeting; bid documents were prepared by the School Department; and the contract recently went out to bid. Construction contracts are not covered under the Uniform Procurement Act, G.L. c.30B, but rather under Chapter 149. Ms. Pope contends that she has had conversations with the Assistant Attorney General (AAG), Brian O'Donnell, and the Inspector General (IG) on this matter and that there have been complaints by bidders. She also states that the AAG has tried to contact Dr. Rizzi and that his calls to her have gone unanswered. The School Department has been in contact with the AAG a number of times in the past week concerning the Jones School Roof bid. Mr. Harding made the initial call to check on the status of a bidder and to solicit advice from the Attorney General's (AG) office. There are no complaints on file by any bidder on this project. Complaints would normally be made by a bidder to protest after a contract was awarded; and the Jones School roof contract has not been approved by the School Committee as of yet, and no contract exists. She also states that the AG and IG have both advised her to move forward with an injunction against the School Department. In our conversations with the AG's office, he suggests that both parties work this problem out; and that he would never tell one party to seek an injunction. The IG's office has no jurisdiction in a Chapter 149 construction bid and would not get involved in making any recommendation as to any action that should be taken by the Town of Stoughton.

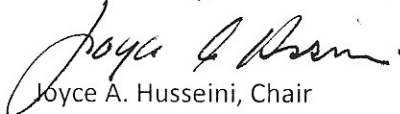
Ms. Pope made several other allegations of illegal actions taken by the School Department. Both Town and School counsels have written opinions on their interpretation of the Town Charter, state statute, and the by-laws as they apply to procurement. Our legal counsel has assured us that our procurement practices are legal and correct. The Chairmen of both the Board of Selectmen and School Committee have been working towards a resolution in this matter and were scheduled to discuss it this week. We do believe that we can come to a resolution on this matter. But the insertion of this item in the agenda, the inflammatory memo, and the outburst by other members who chose to expand the agenda item

beyond its scope have done egregious harm, and have turned this matter into a public spectacle. No one wins in this situation.

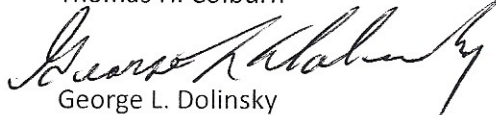
The problems stated here are part of a much larger pattern of attempts to control and damage the schools undertaken in the past two years. The questions about procurement rights, and the rights of the School Committee to spend money appropriated for educational purposes were manufactured by the unilateral actions of the Town Manager that changed the status quo. Absent these actions, which were entirely unnecessary, there would be no dispute, no allegations of illegality, no attorneys involved.

Additional problems stem from a lack of common courtesy. There has been little to no communication from the Town Manager when he has made decisions that have impacted the operations of the schools. He did not contact the Superintendent when he revoked the 22 year agreement granting the Superintendent full procurement powers for school purchases. For two years he has made no effort to contact the School Department when he has adjusted our budget numbers for inclusion in his budget. This behavior is not typical of past Town Manager/Superintendent relationships in Stoughton. There is an increasing pattern of attacks that are unprovoked and leave us to have to answer to unfounded and absurd accusations. This behavior must stop. It is hurting the ability of both elected boards to do their work, especially as we head into budget sessions and Town Meeting. It trivializes the work of both boards and of the employees of the School and Municipal Departments. And it reflects negatively on all the residents of Stoughton.

Most sincerely,


Joyce A. Hussein, Chair


Thomas H. Colburn


George L. Dolinsky


Allan W. Mills


Deborah J. Sovinee