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November 2, 2022

**VIA ELECTRONIC MAIL**

Amy Friedman  
[amy@amyandbruce.com](mailto:amy@amyandbruce.com)

**Re: Public Records Request dated September 16, 2022**

Dear Ms. Friedman:

On September 16, 2022, the Malden Public Schools (“District”) received your public records request wherein you seek the following records:

*Pursuant to Massachusetts Public Records Law please provide the following documents:*

- 1. The proof the Superintendent provided to School Committee members regarding her education and/or educational background (including but not limited to transcripts, and any and all other documents and things). Including but not limited to those documents and things referenced by Jennifer Spadafora in a School Committee meeting on September 12, 2022*
- 2. All “legal documents” as described by Jennifer Spadafora in a School Committee meeting on September 12, 2022, signed by School Committee members in connection with or related to information provided or shown to them by Superintendent Noriega-Murphy. If these “legal documents” were not signed but were given to School Committee members please provide a copy of the unsigned “legal document”.*
- 3. Ligia Noriega-Murphy’s transcripts from the University of Salamanca provided to and/or shown to each of the School Committee members and that was referenced by Jennifer Spadafora in a School Committee meeting on September 12, 2022.*
- 4. Any and all Non-Disclosure Agreements signed by any member of the Malden School Committee dating from January 2020 to the date you respond to this request.*

*As an aide to you in responding to this request I have attached hereto a transcript of the comments made by Ms. Spadafora on September 12, 2022. The time at which this statement was made as indicated on this transcript may be incorrect as it seems to have changed since I originally watched and transcribed it. The comment can be easily*



Public Records Request dated September 16, 2022

November 2, 2022

Page 2

*located by going to the Personal Privilege portion of the meeting and, you, of course, were present for the meeting yourself so likely recall the statement being made.*

On September 30, 2022, the District availed itself of an additional fifteen (15) business days to respond in order to locate any and all records responsive to your request, pursuant to G.L. c. 66, § 10(b)(vi). On October 21, 2022, the District availed itself of ten (10) additional business days pursuant to G.L. c. 66, § 10(b)(v).

## **Response**

### **Request Item No. 1**

You seek the following records with respect to Request Item No. 1:

- 1. The proof the Superintendent provided to School Committee members regarding her education and/or educational background (including but not limited to transcripts, and any and all other documents and things). Including but not limited to those documents and things referenced by Jennifer Spadafora in a School Committee meeting on September 12, 2022*

You make reference to the following transcript in support of Request Item No. 1:

*TRANSCRIPT 9-12-2022*

*Jennifer Spadafora Personal Privilege Malden School Committee Meeting*

*2:01:57 into meeting*

*I know we have to go into Executive Session so I am going to keep this pretty...as brief as possible.*

*Um, over the past few months there has been, uh, discussions on social media, the newspaper, um, various outlets in regards to Superintendent Noriega-Murphy's educational background, and when the Superintendent Search Committee met and when this School Committee met for that hiring, um, it was not based on, uh, Superintendent Noriega's potential, uh, of having a PhD. It wasn't listed on her resume. It did not come into play. We looked at, um, her resume, references, uh, examples of the work she had done in Boston Public Schools for almost 20 years.*

*Um, with that being said, uh, the Superintendent did start using a title. Um, that brought into question her educational background, um, to the public and to us as a School Committee.*



Public Records Request dated September 16, 2022

November 2, 2022

Page 3

*Um, with that, the Superintendent has provided, uh, proof to School Committee members. Um, it's difficult to be able to say here I can show you proof because we have been asked to sign legal documents because she is in the midst of legal proceedings. When those proceedings are over, I cannot wait to see a diploma hanging behind her in a picture that showcases it.*

*But all of us have seen the proof, have seen her transcripts from the University of Salamanca, um, to which, I believe nine of us can sit here and say, um, we accept that proof of her education, and not only an education but when looking at your grades they were fantastic so kudos to you.*

*Um, I don't know if that will stop the the talk. Um, some people just want to talk. But I can say that we all, um, have been provided with, um, what was asked.*

*So thank you for that.*

Please be advised that a public record request must reasonably describe the records sought. G.L. c. 66, § 10(a)(i). According to the Public Records Law, “[t]he reasonable description requirement contemplates that a requesting party will **identify documents or categories of documents** with **sufficient particularity** that government employees will be able to understand exactly what they are looking for, and then make a prompt production.” See Jaideep Chawla v. Dept. of Revenue, Suffolk. Sup. No. 1784CV02087, at 2 (Jan. 23, 2019) (emphasis supplied). The transcript makes references to several different documents. Our request for clarification is to ensure that the District properly responds with documents that are responsive to your request. Therefore, to allow for efficient production of records responsive to this Request No. 1, please provide clarification or specificity with respect to the particular records sought.

### **Request Item No. 2**

With respect to Request Item No. 2, the District is not in possession of any records responsive to Request Item No. 2, other than the records identified in response to Request Item No. 4. See 950 CMR 32.06(3)(c)(1).

### **Request Item No. 3**

With respect to Request Item No. 3, the District does not hold the transcripts referenced in that request within its possession, custody, or control, and therefore cannot provide those records in response to Request Item No. 3. See 950 CMR 32.06(3)(c)(1).



Public Records Request dated September 16, 2022  
November 2, 2022  
Page 4

**Request Item No. 4**

Please find enclosed the records responsive to your Request Item No. 4. Please note that the District located one copy of the non-disclosure agreement.

Upon a full and careful review of the document enclosed, the District determined that the anticipated redactions were not necessary.

Thank you for your attention to this matter and for your patience.

Very truly yours,

/s/ Mariem Marquetti  
Mariem Marquetti



# NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of July 27, 2022 and is by and between:

Party Disclosing Information: Ligia Norieg-Murphy with a mailing address of \_\_\_\_\_ ("Disclosing Party").

Party Receiving Information: Jennifer Spadafina with a mailing address of \_\_\_\_\_ ("Receiving Party").

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Notice of Immunity.** Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**DISCLOSING PARTY**

Signature: \_\_\_\_\_  
Typed or Printed Name: Porcya Murphy Date: 7-27-22

**RECEIVING PARTY**

Signature: \_\_\_\_\_  
Typed or Printed Name: Jennifer Spadofora Date: 7-27-22