September 29, 2026

VIA ELECTRONIC MAIL

Joey Ford
Parent Data Force
joey@parentdataforce.com

Re: Public Records Request Received September 21, 2026
Fee Estimate

Dear Mr. Ford:

As the designated Records Access Officer for Natick Public Schools ("the District"), I am writing in response to your public records request received on September 21, 2026, in which you are seeking:

"Pursuant to the Massachusetts Public Records Law, G.L. c. 66, § 10, and 950 C.M.R. 32.00, I request electronic copies of the following records maintained by Natick Public Schools.

TIME PERIOD

This request covers records entered into, executed, finalized, materially amended, or extended from September 18, 2021 through the date of your response.

RECORDS REQUESTED

Please provide all final or executed student-related agreements resolving, compromising, settling, memorializing, or otherwise disposing of a dispute, claim, complaint, appeal, due-process matter, grievance, or other contested educational issue involving Natick Public Schools, including:

- Settlement agreements and settlement-and-release agreements;

- Resolution agreements;

- Memoranda of Understanding (MOUs);

- Memoranda of Agreement (MOAs);

- Mediation agreements;

- Stipulations, consent agreements, or agreements for judgment/resolution;

- Side agreements, side letters, or similar written agreements;

- Amendments, addenda, extensions, or attachments that materially alter or form part of such agreements; and

- Any other final written agreement, regardless of title, that resolves or memorializes the resolution of a student-related educational dispute.

This includes agreements involving SPECIAL EDUCATION matters, including but not limited to IDEA/G.L. c. 71B, BSEA matters, Section 504, ADA-related educational access, evaluations, eligibility, placement, services, accommodations, compensatory education, tuition or reimbursement, transportation, extended-school-year services, or other special-education rights or services.

It also includes agreements involving GENERAL EDUCATION students or student matters, including, where applicable, student discipline or exclusion, access to educational programming, bullying/harassment or discrimination complaints, civil-rights complaints, educational services, enrollment, or other student-related disputes resolved through a written agreement.

This request is limited to STUDENT/EDUCATION matters.

EXPRESS EXCLUSION — NO STAFF OR EMPLOYMENT RECORDS

I am not requesting any agreement whose subject is a District employee, former employee, applicant, administrator, teacher, staff member, bargaining unit, or employment relationship. Please exclude collective-bargaining agreements, employee grievances, personnel settlements, employment discrimination matters, separation agreements, staff discipline matters, workers' compensation matters, and other employee/labor agreements.

I am likewise not seeking ordinary vendor, procurement, construction, property, or commercial settlements unrelated to student educational matters.

EXISTING LISTS OR INDEXES

If the District already maintains an existing log, index, spreadsheet, database export, or other existing record identifying responsive student-related agreements during this period, please include that existing record as well, with student PII redacted as necessary. I am not asking the District to create a new index or summary.

NO STUDENT PII REQUESTED

I am expressly NOT requesting personally identifiable student information.

The District may redact student names, parent/guardian names where identifying, addresses, contact information, student identification numbers, dates of birth, and any other direct or indirect identifier that must be removed under FERPA, Massachusetts student-record law, or another applicable law.

For special-education settlement agreements in particular, Champa v. Weston Public Schools, 473 Mass. 86 (2015), establishes that the presence of protected student information does not permit categorical withholding of the entire agreement. Personally identifiable information may be redacted, but segregable non-exempt portions are subject to disclosure.

The Supervisor of Records subsequently applied Champa in SPR17/661, Alexander v. Wellesley Public Schools (May 25, 2017), rejecting the argument that Champa was limited only to out-of-district settlement agreements and finding that the school had not met its burden to establish that in-district special-education settlement agreements could be withheld in their entirety.

DESE has also reiterated publicly that, in Massachusetts, settlement agreements between school districts and parents of students eligible for special education are public records once all personally identifiable information has been removed.

Accordingly, please do not withhold an entire responsive agreement merely because it contains some protected information, a confidentiality provision, or student-record material. Please redact only the information that is lawfully exempt and produce all reasonably segregable non-exempt portions.

If the District contends that any responsive agreement must be withheld in its entirety, please identify the record or category of records, the specific statutory exemption or privilege relied upon, and the factual basis explaining why redaction or segregation cannot permit disclosure of any portion, as required by G.L. c. 66, § 10(b)(iv).

ELECTRONIC PRODUCTION

Please provide all records electronically.

For agreements maintained as electronic documents or PDFs, please provide searchable electronic copies where available rather than printing and rescanning them. Native electronic format is welcome where practical. Please transmit records by email, shared download link, or another electronic delivery method.

No paper copies are requested, and I do not authorize costs associated solely with printing electronically maintained records.

ROLLING PRODUCTION

If responsive records can be produced in batches, please provide them on a rolling basis rather than delaying production of readily available records until the entire request has been completed.

FEES / PUBLIC INTEREST

This request is noncommercial and is intended to contribute to public understanding of the District's use of public funds and its resolution of student-related educational disputes. I therefore request waiver or reduction of any permissible fees under G.L. c. 66, § 10(d)(v).

If the District anticipates any fee, please provide the written, itemized, good-faith estimate required by G.L. c. 66, § 10(b)(viii), identifying the actual tasks, time, rate, and factual basis for each component. If a reasonable modification would materially reduce cost or burden while preserving the substance of the request, please identify that specific modification pursuant to G.L. c. 66, § 10(b)(vii).

If no responsive records exist for a particular category, please simply state that.

Please confirm receipt of this request."

Response

The District is in possession of approximately 300 pages that are responsive to your request for these types of agreements.

Grounds for Redaction

The District anticipates that responsive records will need to be redacted or withheld pursuant to Exemption (a) of the Public Records Law, the statutory exemption, based on the District's obligation to maintain the confidentiality of student information, beyond directory information, under federal and state law and regulations (20 U.S.C. § 1232g; 34 C.F.R. 99; 603 CMR 23.00). Education records are records, no matter their form or location, which directly relate to a student and are maintained by an educational agency or institute. See *Champa v. Weston Public Schools*, 473 Mass. 86, 91-92. In Champa v. Weston Public Schools, 473 Mass. 86 (2015), the Supreme Judicial Court held that a settlement agreement, between a public school district and the parents of a child who required special education services at an out-of-district private institution, was not subject to disclosure under the Public Records Law based upon Exemption (a) (which protects from disclosure records that are "… specifically or by necessary implication exempted from disclosure by statute," MGL c. 4, § 7(26)(a)).

The SJC in Champa relied upon state and federal regulations mandating confidentiality of student/education records; ruled that the settlement agreement was an education record; and likewise noted, in footnote 8 of its opinion, that the school district's receipt of federal funds was conditioned on non-disclosure of education records. Accordingly, the settlement agreement was not a public record based upon Exemption (a). While Exemption (a) exempted the agreement from the definition of a public record, the Champa, court nonetheless ruled that the agreement should be redacted to protect personally identifying information; and that once redacted, the agreement shall be disclosed. The SJC likewise remanded the case to the trial court "…

regarding the necessary and appropriate redactions of personally identifying information to be made …" 473 Mass. at 98-99.

Personally identifiable student information includes a student's name, name of the student's parents or other family members, address of the student or student's family, or any other information that alone or in combination is linked or linkable to a specific student. See 34 C.F.R 99. Here, the District anticipates that potentially responsive records will reference a specifically named student and their educational services, and accordingly must be redacted or withheld.

Calculation of Fee Estimate

To produce these records, the District provides the following fee estimate. Pursuant to G.L. c. 66, § 10(d)(iii) *et seq*., "if a municipality is required to devote more than 2 hours of employee time to search for, compile, segregate, redact or reproduce a record requested, the records access officer may include as part of the fee an hourly rate equal to or less than the hourly rate attributed to the lowest paid employee who has the necessary skill required to search for, compile, segregate, redact or reproduce the record requested." In this case, the Office of District Counsel is the lowest paid employee with the necessary skill to determine whether the attorney-client privilege requires certain portions of the records you seek to be redacted. Counsel's hourly rate is in or around $270. Notwithstanding that rate, the District will request that the Supervisor allow it to charge $75 per hour to complete the review.

Search time is the time needed to locate and identify, pull from the files, copy and re-shelve or refile a public record. 950 CMR 32.02. In this case, the lowest paid employee who has the necessary skill required to search for the records requested is a salaried employee whose effective hourly rate exceeds $25 per hour. Notwithstanding that rate, a rate of $25 per hour will be used for search time. The District has spent 2 hours searching for the records for a total of $50.

Segregation time is the time used to review records to determine what portions are subject to redactions or withholdings under G.L. c. 4, § 7, clause Twenty-sixth or other legally applicable privileges. Id.

Review and redaction is the process to delete, or otherwise expurgate that part of a public record that is exempt from disclosure under G.L. c. 4, § 7, clause Twenty-sixth or other legally applicable privileges from non-exempt material. Id.

In this case, the District initially identified approximately 300 pages of agreements. The District conservatively estimates that it will take approximately 3 hours (5-3), using one minute per page "and subtracting the first two hours to review all 300 pages and segregate and potentially redact any information that is exempt from disclosure pursuant to the Public Records Law. 3 hours

multiplied by seventy-five $(75) per hour yields a total of $225. $225 plus the time to search is a total of $275.

Please be advised that your fee estimate may be reduced if you narrow the scope of your request (*i.e.* the period of time for the records you seek).

The District will provide you with a copy of its fee and time petition to the Supervisor.

Time Petition

The Public Records Guide states the following: "If a custodian is unable to complete the request within the time provided in G.L. c. 66, § 10(b)(vi), it may petition the Supervisor for an extension of the time to furnish copies of the requested record that the custodian intends to provide. A petition for an extension of time must be submitted within 20 business days of receipt of request or within 10 business days after receipt of a determination by the Supervisor that the requested record constitutes a public record." The District has filed this request within those time periods.

Parent Data Force appears to have made an identical request to numerous school districts in the state. As a result, legal counsel will have to complete the necessary redactions for each of the districts it represents. It is not possible for legal counsel to review and redact the responsive documents of all its clients within 10 business days. The District will be unable to produce the records during normal business hours of operation without an extension in light of the fact that its attorneys will have to respond to similar requests for other districts and only counsel is able to review the responsive documents to determine the application of the student record confidentiality exception.

Pursuant to M.G.L. c. 66, section 10(c), the District will be seeking from the Supervisor of Public Records an additional 30 business days to respond to this request. You will be copied on that petition.

Right of Appeal

Pursuant to G.L. c. 66, § 10(b)(ix), please note you have a right of appeal to the Supervisor of Records under G.L. c. 66, § 10A(a) and the right to seek judicial review by commencing a civil action in the Superior Court under G.L. c. 66, § 10A(c).

Respectfully,
Erin Miller
Public Records Officer

cc: pre@sec.state.ma.us