The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth
Public Records Division

Manza Arthur
Supervisor of Records

September 30, 2026
SPR26/4117

Joey Ford
VIA EMAIL

Dear Mr. Ford:

I have received your letter appealing the response of the Westfield Public Schools to your request for records.

I have directed a member of my staff, Owen Meech, Esq., to review this matter. Upon completion of the review, I will advise you in writing of the disposition of this case. If in the interim you receive a satisfactory response to your request, please notify this office immediately.

Any further correspondence concerning this specific appeal should refer to the SPR case number listed under the date of this letter.

Sincerely,

Manza Arthur
Supervisor of Records

Cc: Robyn Gay

From:	Parent Data Force
To:	SEC-DL-PREWEB
Cc:	r.gay@cityofwestfield.org; s.czaporowski@schoolsofwestfield.org
Subject:	Requester Rebuttal & Appeal — Westfield Public Schools — Sept. 23, 2026 PRR / Sept. 30 Fee & Time Petitions
Date:	Wednesday, September 30, 2026 12:58:52 PM
Attachments:	Westfield_2026-09-23_Original_Public_Records_Request.txt Westfield_2026-09-30_Fee_Estimate.pdf Westfield_2026-09-30_Fee_Time_Petition.pdf

---

Dear Supervisor of Records:

I submit this correspondence as both **(1)** my opposition to Westfield Public Schools' September 30, 2026 fee and time petition, and **(2)** an appeal under G.L. c. 66, § 10A and 950 C.M.R. 32.08 from the District's September 30, 2026 response and $200 fee estimate concerning my September 23, 2026 public records request.

I respectfully ask that this be docketed and considered with Westfield's pending petitions.

The request is narrow and defined. It seeks final or executed student-related agreements from September 18, 2021 to the present; expressly excludes employee, labor, vendor, procurement, construction, property, and unrelated commercial matters; expressly disclaims student PII; identifies the categories of PII that may be redacted; and requests rolling electronic production. Westfield has now identified approximately **25 responsive documents totaling approximately 120 pages**.

1. WESTFIELD'S OWN NUMBERS DO NOT SUPPORT A 30-BUSINESS-DAY EXTENSION

Westfield states that it has already spent four hours searching for the records and estimates only two additional hours to review approximately 120 pages. On the District's own figures, the work described totals approximately six hours.

Against that backdrop, a request for an additional 30 business days is not supported by a Westfield-specific explanation showing why six hours of identified work cannot reasonably be completed within the ordinary statutory timeframe.

The principal reason offered for the extension is that Parent Data Force sent similar requests to other school districts and that the same legal counsel will need to review records for counsel's other clients. That does not, standing alone, establish that this particular request unduly burdens Westfield's own responsibilities. G.L. c. 66, § 10(c) directs the Supervisor to consider the municipality's need to search, collect, segregate, or examine records; the scope of legally required redactions; the capacity and normal business hours of the municipality; efforts already undertaken; and the public interest served by expeditious disclosure.

The workload of outside counsel generated by unrelated public-records requests to other municipalities should not be treated as a substitute for a showing concerning Westfield's own capacity. The statute permits necessary vendor and outside-counsel time to count as employee time, but that does not automatically establish good cause for the maximum extension.

The petition also does not address my express request for rolling production. If some agreements can be redacted and released sooner, there is no apparent reason to hold every responsive record until all 25 have been reviewed.

I therefore ask that the 30-business-day petition be denied or, at minimum, limited to the shortest period supported by concrete Westfield-specific facts, with rolling production required as records are ready.

2. THE $75-PER-HOUR RATE HAS NOT BEEN SHOWN TO BE NECESSARY FOR THIS REQUEST

Westfield seeks permission to charge $75 per hour for two hours of review, segregation, and potential redaction. The stated justification is that the Office of District Counsel is the lowest-paid person with the skill necessary to determine whether attorney-client privilege applies.

But my request is for **final or executed** settlement, resolution, mediation, MOU/MOA, stipulation, side, and similar agreements. It does not seek confidential communications between Westfield and its attorneys. A final agreement shared with and executed by a parent, guardian, student, opposing party, or other third party is not transformed into an attorney-client communication merely because counsel negotiated, drafted, or reviewed it. Massachusetts privilege principles protect confidential communications made for the purpose of legal advice; they do not make the underlying final agreement privileged merely because attorneys were involved.

Westfield has not identified any actual responsive record that contains attorney-client privileged material, nor explained why every page of all 25 final agreements must be reviewed by counsel for privilege.

The remaining anticipated redactions are student-identifying information. My original request already expressly authorized redaction of student names, identifying parent/guardian information, addresses, contact information, student identification numbers, dates of birth, and other legally protected direct or indirect identifiers. *Champa v. Weston Public Schools*, 473 Mass. 86 (2015), provides the governing framework: protected student information may be redacted, while segregable non-exempt portions are disclosed.

The petition does not explain why those routine, legally required PII redactions require an attorney billing at an enhanced public-records rate on every page, rather than the lowest-paid employee with the necessary skill.

If Westfield later asserts attorney-client privilege over any specific record or portion, I ask that it identify that record and provide the record-specific factual basis required by G.L. c. 66, § 10(b)(iv) and § 10A, rather than using a generalized possibility of privilege to justify enhanced-rate review of the entire production.

3. THE FEE PETITION IS NOT SUFFICIENTLY TAILORED OR ITEMIZED

G.L. c. 66, § 10(d)(iv) permits an enhanced municipal hourly rate only where the Supervisor determines that the fee is an actual and good-faith representation of the cost of compliance, is

necessary such that the request could not prudently be completed without the increased rate, is reasonable, and is not designed to limit, deter, or prevent access.

Westfield's petition contains a significant copy-and-paste error: it states that **"[e]ach page of the invoices sought in the request must be reviewed."** No invoices were requested. The request concerns student settlement and resolution agreements. This matters because the statute requires an actual, request-specific, good-faith showing before an enhanced rate may be approved.

The estimate also combines multiple distinct tasks. It assigns two hours at $75 per hour to "review all 25 documents and segregate and potentially redact" exempt information, while the petition separately describes counsel as necessary to determine attorney-client privilege. The District does not separate:

- time allegedly necessary for attorney-client privilege review;
- time necessary for legally required student-PII redaction;
- who would perform each task;
- why a lower-paid qualified employee cannot perform the PII portion; or
- how much of the two hours actually requires legal judgment.

Without that breakdown, the Supervisor cannot determine whether the entire $75 rate is necessary or whether any enhanced rate should apply only to a narrower subset of work.

The search component is similarly sparse. Westfield states that it has already spent four hours searching and has already identified approximately 25 documents, but it does not identify the employee who performed the search, the repositories searched, the tasks performed, or why four hours were reasonably necessary to locate a limited set of final agreements.

I therefore ask that the $75-per-hour petition be denied. If any fee is permitted, Westfield should be required to provide a revised, task-specific, good-faith estimate applying the statutory $25-per-hour cap unless and until it establishes that a particular portion of the work genuinely requires an enhanced rate.

4. THE PUBLIC-INTEREST FACTOR WEIGHS AGAINST AN ENHANCED FEE

My original request expressly sought a fee waiver or reduction because the request is noncommercial and is intended to contribute to public understanding of how school districts use public funds and resolve student-related educational disputes.

G.L. c. 66, § 10(d)(iv)(1) requires the Supervisor, when deciding an enhanced-fee petition, to consider the public interest served by limiting the cost of public access, the requester's financial ability to pay increased fees, and other relevant circumstances. Section 10(d)(ix) expressly excludes gathering or reporting news, citizen oversight, public research, and efforts to further understanding of government operations from the definition of a commercial purpose.

Westfield's petition does not meaningfully address the public-interest factor. Its observation that

Parent Data Force made the same request to multiple districts supports, rather than defeats, the stated comparative public-interest purpose of the project.

I ask the Supervisor to make an express finding on the public-interest factor when deciding Westfield's request for permission to exceed $25 per hour.

5. APPEAL OF THE SEPTEMBER 30 RESPONSE

Independently of the pending petitions, I appeal Westfield's September 30 response because:

(a) The response says responsive records may be "redacted or withheld" under Exemption (a), but does not identify any specific agreement or category that must be withheld in full or explain why segregation would be impossible. *Champa* supports redaction of protected student information and disclosure of the segregable agreement, not categorical withholding merely because a student is identifiable before redaction.

(b) The response does not provide a definite production date within the ordinary municipal timeframe. It states only that Westfield will seek an additional 30 business days. Unless and until an extension is granted, the petition itself is not an extension.

(c) The $200 estimate is not sufficiently itemized to demonstrate that the proposed enhanced-rate work is necessary. It conflates privilege review, segregation, and student-record redaction and does not identify the factual basis for applying an attorney-level rate to the entire 120-page production.

(d) The response does not substantively address my request for rolling production even though Westfield has already identified the responsive universe.

REQUESTED RELIEF

I respectfully request that the Supervisor:

1. Deny Westfield's petition to charge $75 per hour, or limit any enhanced rate to a specifically demonstrated task that actually requires legal counsel;
2. Require a revised, task-specific fee estimate applying the statutory cap and free-time provisions to all work not shown to require an enhanced rate;
3. Deny the requested 30-business-day extension, or reduce it to the shortest period supported by concrete Westfield-specific facts;
4. Require rolling production of segregable records as they are completed;
5. Require Westfield to produce the segregable portions of responsive agreements after lawful PII redaction and not categorically withhold agreements based merely on their status as student records; and
6. Consider and make findings regarding the public interest served by low-cost and expeditious access when ruling on the fee petition.

For convenience, I have attached the original September 23 request, Westfield's September 30 fee estimate, and Westfield's September 30 fee/time petition.

Thank you for your consideration. Please confirm receipt and docketing of this appeal and opposition.

Respectfully,

Joey Ford

From: Joey Ford <joey@parentdataforce.com>
To: r.gay@cityofwestfield.org
Cc: s.czaporowski@schoolsofwestfield.org
Date: September 23, 2026 at 8:35 AM EDT
Subject: Westfield Public Schools — Massachusetts Public Records Request — Student Settlement Agreements, MOUs, MOAs & Resolution Agreements (Sept. 18, 2021–Present)

Dear Ms. Gay / Records Access Officer:

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 Westfield 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 Westfield 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.

Thank you,

Joey Ford
Parent Data Force

City of Westfield, Massachusetts

Office of the City Solicitor
59 Court Street
Westfield, Massachusetts 01085

Tel: (413) 572-6260
Fax: (413) 568-6745

September 30, 2026

VIA ELECTRONIC MAIL

Joey Ford
Parent Data Force
joey@parentdataforce.com

Re: Public Records Request Received September 23, 2026
Fee Estimate

Dear Mr. Ford:
As the designated Records Access Officer for Westfield Public Schools ("the District"), I am writing in response to your public records request received on September 23, 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 Westfield 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 Westfield 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, 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 120 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 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 4 hours searching for the records. As Westfield has a population of over 20,000 people, the first two hours of work performed are not assessed in the fee estimate. Applying this two-hour deduction to the search time, the billable search time is 2 hours 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 25 documents. The District conservatively estimates that it will take approximately 2 hours, using one minute per page, to review all 25 documents and segregate and potentially redact any information that is exempt from disclosure pursuant to the Public Records Law. 2 hours multiplied by seventy-five dollars ($75) per hour yields a total of $150. $150 plus the $50 for search time is a total fee estimate of $200.

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.

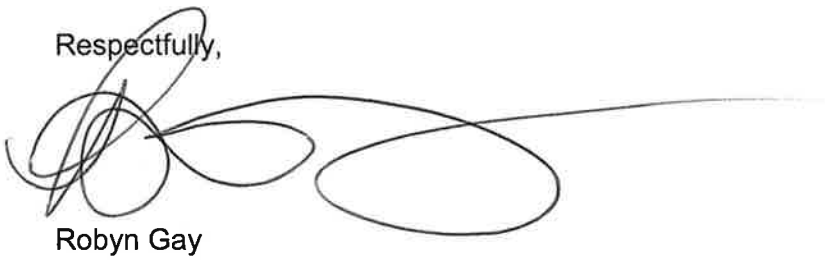
Pursuant to M.G.L. c. 66, section 10(c), the District will be seeking from the Supervisor of Public Records an additional 30 business days to respond to this request. You will be copied on that

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,



Robyn Gay
Records Access Officer
Westfield Public Schools
cc: pre@sec.state.ma.us

From: Robyn Gay
To: joey@parentdataforce.com
Cc: SEC-DL-PREWEB
Subject: PRR Received September 23, 2026--Fee estimate
Date: Wednesday, September 30, 2026 12:21:30 PM
Attachments: Joey Ford.pdf

Please find the attached letter with regard to your public records request dated September 23, 2026.

Thank you
Robyn
Records Access Officer

City of Westfield, Massachusetts

Office of the City Solicitor
59 Court Street
Westfield, Massachusetts 01085

Tel: (413) 572-6260
Fax: (413) 568-6745

September 30, 2026

VIA ELECTRONIC MAIL

Joey Ford
Parent Data Force
joey@parentdataforce.com

Re: Public Records Request Received September 23, 2026
Fee Estimate

Dear Mr. Ford:
As the designated Records Access Officer for Westfield Public Schools ("the District"), I am writing in response to your public records request received on September 23, 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 Westfield 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 Westfield 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, 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 120 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 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 4 hours searching for the records. As Westfield has a population of over 20,000 people, the first two hours of work performed are not assessed in the fee estimate. Applying this two-hour deduction to the search time, the billable search time is 2 hours 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 25 documents. The District conservatively estimates that it will take approximately 2 hours, using one minute per page, to review all 25 documents and segregate and potentially redact any information that is exempt from disclosure pursuant to the Public Records Law. 2 hours multiplied by seventy-five dollars ($75) per hour yields a total of $150. $150 plus the $50 for search time is a total fee estimate of $200.

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.

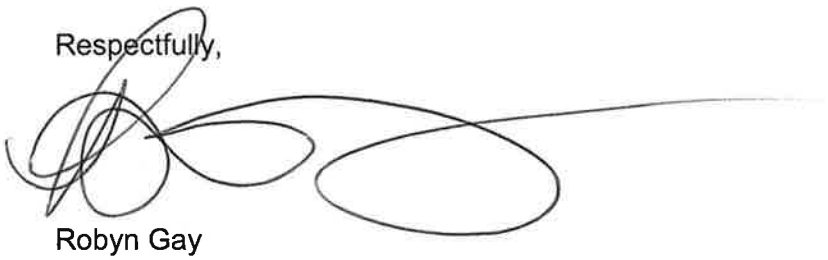
Pursuant to M.G.L. c. 66, section 10(c), the District will be seeking from the Supervisor of Public Records an additional 30 business days to respond to this request. You will be copied on that

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,



Robyn Gay
Records Access Officer
Westfield Public Schools
cc: pre@sec.state.ma.us