

Original Public Records Request

Date sent: September 21, 2026

From: Joey Ford <Joey@parentdataforce.com>

To: Stephen Zdravec <stephen.zdravec@amesburyma.org>

CC: Elizabeth McAndrews <elizabeth.mcandrews@amesburyma.org>

Subject: Amesbury Public Schools - Massachusetts Public Records Request - Student Settlement Agreements, MOUs, MOAs & Resolution Agreements (Sept. 18, 2021-Present)

Dear Mr. Zdravec / Public Records 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 Amesbury 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 Amesbury 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