

PUBLIC RECORDS

Reference: MCL 15.231 et seq.
MCL 445.81 et seq.
Michigan Federation of Teachers v. University of Michigan, 481 Mich. 657 (2008)

The Board recognizes its responsibility to maintain the public records of the Academy and to make such records available to residents of Michigan for inspection and reproduction.

The public records of the Academy include any writing or other means of recording or retaining meaningful content prepared, owned, used, in the possession of, or retained by the Academy, its Board, officers, or ESP employees, subject to certain exemptions according to the Michigan Freedom of Information Act (FOIA).

Any person may make a written request for any public records of the Academy. The person may inspect, copy, or receive copies of the public record requested. The Academy shall respond to such requests within five (5) working days after receipt unless otherwise agreed to in accordance with the Freedom of Information Act.

An individual may purchase copies of the Academy's public records upon payment of a fee. No original public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties. Neither the Board nor Educational Service Provider shall permit the release of the social security number of an employee, student, or other individual except as authorized by law (see Policy 8350 and AG 8350).

The Board chooses not to provide for enhanced access to any of its public records.

The Board has determined that personal and confidential information provided to and retained by the Academy on parents, students, staff and others will be considered exempt from disclosure pursuant to a Freedom of Information Act request, unless advised specifically by the Academy's legal counsel that the particular information must be released. Such personal and confidential information shall include home addresses, telephone numbers, e-mail addresses or website pages (e.g. My Space, Facebook), except as they are specifically related to the operation of the schools, or specifically authorized for release by the individual, or the parent/guardian if the individual is a minor.

Nothing in this policy shall be construed as preventing a Board member from inspecting in the performance of his/her official duties any record of the Academy, except student records and certain portions of personnel records.

The Educational Service Provider is authorized to dispose of correspondence on a daily basis including those transmitted by means of voice mail or E-mail, providing the message does not alter existing Academy records.

The Educational Service Provider is responsible for transmission of data contained in the single record student data base established by the Michigan Department of Education. Such transmission shall be in accordance with procedures established by the Macomb Intermediate School District Intermediate School District and the Center for Educational Performance and Information (CEPI).

The Educational Service Provider shall establish Administrative Procedures to ensure proper compliance with the intent of this policy and the Freedom of Information Act.

Freedom of Information Act Procedures, Guidelines and Written Public Summary

I. GUIDELINES

A. PURPOSE

MERRITT ACADEMY is a public body required by law to provide public records to persons requesting public records unless those records are exempt from public disclosure by the Freedom of Information Act (FOIA) or some other statute.

The policy contained in this document is intended to ensure uniformity of practice and procedures in the release of public records and in the fees charged for the cost of processing a request for public records.

B. SCOPE

To provide a request process and response procedure for Freedom of Information Act (FOIA) requests.

C. DEFINITIONS:

Fees means the amount MERRITT ACADEMY charges to a FOIA requestor in order to process the FOIA request.

FOIA Coordinator means the Chief Administrative Officer or the person designated by the Chief Administrative Officer with the primary responsibility to accept and process requests for public records.

FOIA Request means a written request submitted to the MERRITT ACADEMY that sufficiently describes a public record.

Person means an individual, corporation, limited liability company, partnership, firm, organization, association, governmental entity, or other legal entity. Person does not include an individual serving a sentence of imprisonment in a state or county correctional facility in this state or any other state, or in a federal correctional facility.

Public Record means a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function. Public record does not include computer software. The FOIA separates public records into the following 2 classes:

- (i) Those that are exempt from disclosure under Section 13.
- (ii) All public records that are not exempt from disclosure under Section 13 and which are subject to disclosure under the FOIA.

Requestor means the person (see definition of person) making the request for documents under the FOIA.

Writing means handwriting, typewriting, printing, photostating, photographing, photocopying, and every other means of recording, and includes letters, words, pictures, sounds, or symbols, or combinations thereof, and papers, maps, magnetic or paper tapes, photographic films or prints,

microfilm, microfiche, magnetic or punched cards, discs, drum, or other means of recording or retaining meaningful content. A writing is also information contained in a database or electronic records.

GENERAL INFORMATION:

1. A public record that is a writing prepared, owned, used, in the possession of, or retained by MERRITT ACADEMY in the performance of an official function is subject to FOIA, for which a disclosure determination is made by the FOIA Coordinator.
2. FOIA requests may be submitted in writing, in person or via mail, facsimile machine or electronic mail. MERRITT ACADEMY prefers that you submit written FOIA requests to:

FOIA COORDINATOR
MERRITT ACADEMY
59900 Havenridge
New Haven, MI 48048

MERRITT ACADEMY FOIA COORDINATOR:

3. Pursuant to Section 6 of the FOIA, the FOIA Coordinator for MERRITT ACADEMY shall be the Superintendent or designee thereof.

The FOIA Coordinator is responsible for the following:

- All FOIA requests received by MERRITT ACADEMY.
 - Responding to all questions concerning FOIA requests.
4. All persons designated to process FOIA requests shall comply with the following:
 - Maintain a copy of all FOIA requests received and all completed Responses to Request for Public Records. These documents shall be retained in accordance with MERRITT ACADEMY'S Retention and Disposal Schedule, but for no less than one year, in accordance with Section 3(2) of the FOIA.

FEES:

1. Under certain circumstances, MERRITT ACADEMY may charge a fee to process a FOIA Request. A fee will not be charged for the cost of search, examination, review, and redaction unless failure to charge a fee would result in unreasonably high costs to MERRITT ACADEMY because of the nature of the request in the particular instance.
2. A requestor shall not be charged for the first \$20.00 of a FOIA fee where (a) a requestor has submitted an affidavit verifying that he/she is indigent and receiving public assistance or sufficiently stating facts showing an inability to pay the cost due to indigence, or (b) the requestor is formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection of Advocacy for Individuals with Mental Illness Act, the request

is made directly on behalf of such a requestor or its clients, is made for a reason wholly consistent with the mission and provision of Section 931 of the Mental Health Code and is accompanied by documentation of its designation by the State if requested by MERRITT ACADEMY.

Questions concerning the waiver of fees should be directed to the FOIA Coordinator.

3. In cases where a fee will be charged, MERRITT ACADEMY'S response will state the amount assessed and indicate that the documents will be provided after payment is received in full. If the amount assessed will exceed \$50.00, exclusive of any waived amounts, a 50 percent deposit may be required before processing of the request begins. Upon completion of processing, the balance must be paid before the documents are delivered to the requestor.
4. MERRITT ACADEMY may include charges for the following when calculating the estimated and/or actual fee:
 - a. Category A: Labor costs directly associated with the necessary searching for, locating, and examining of public records.
 - Will not exceed the hourly wage of the lowest paid employee capable of performing the task. Itemize hourly wage and number of hours.
 - Will be calculated in increments of 15 minutes or more, with partial time rounded down.
 - May include up to 50% of the applicable labor charge for fringe benefits.
 - Will not include overtime unless stipulated by requestor.
 - b. Category B: Labor costs, including necessary review, if any, directly associated with the separating and deleting of exempt information from nonexempt information.
 - If performed by a MERRITT ACADEMY employee, these labor costs will not exceed the hourly wage of the lowest paid employee capable of performing the tasks.
 - Will include the name of the contracted laborer or firm performing Category B labor if Category B labor costs are incurred through contracting with a third party to perform the labor. Contracted labor may not exceed 6 times the State minimum wage.
 - Will be charged in 15 minute increments or more, with partial time rounded down.
 - May include up to 50% of the applicable labor charge for fringe benefits. Itemization must note percentage multiplier used.
 - Will not include overtime unless stipulated by requestor.
 - c. Category C: (for public records provided on nonpaper physical media) Actual and most reasonably economical cost of the computer disks, computer tapes, or other digital or similar media.
 - The requestor may stipulate that the records will be on non-paper physical media, emailed, or otherwise electronically provided.
 - Only applies if MERRITT ACADEMY has the technological capability necessary to provide records in the requested electronic format.
 - d. Category D: (for paper copies of public records) Actual total incremental cost of necessary duplication or publication, not including labor.
 - MERRITT ACADEMY will only charge a maximum of \$0.10 per sheet for 8 ½ by 11 inch or 8 ½ by 14 inch paper and will only charge the actual cost of all other types of paper.
 - MERRITT ACADEMY will use most economical means available, including double sided

printing.

- e. Category E: Labor costs directly as with duplication or publication, including making paper copies, making digital copies, or transferring digital public records.
 - Will not exceed the hourly wage of the lowest paid employee capable of performing the task.
 - Will be charged in 15 minute increments or more, with partial time rounded down.
 - May add up to 50% of the applicable labor charge for fringe benefits.
 - Will not include overtime wages unless stipulated to by requestor.
- f. Category F: Actual cost of mailing, if any, for sending the public records in a reasonably economical and justifiable manner.
 - May only charge for expedited shipping or insurance if stipulated by the requesting person.
 - May charge for the least expensive form of postal delivery confirmation.

FEE DEPOSITS:

1. If a fee will exceed \$50.00, exclusive of any waived amounts, a 50 percent deposit may be required before processing of the request begins. Upon completion of processing, the balance must be paid before the documents are delivered to the requestor.
2. If a deposit is required, MERRITT ACADEMY will also include a non-binding, best efforts estimate regarding the time frame it will take MERRITT ACADEMY to provide the public records to the requestor.
3. MERRITT ACADEMY may require a deposit of 100% from a requestor who has not paid a previous FOIA fee in full to MERRITT ACADEMY before MERRITT ACADEMY begins another search for that requestor. MERRITT ACADEMY will only require this 100% deposit if all of the following apply:
 - a. The previous final fee was not more than 105% of estimated fee.
 - b. Records made available contained the information being sought in prior request and are still in MERRITT ACADEMY'S possession.
 - c. Public Records were made available to the requestor subject to payment within the time frame estimate.
 - d. 90 days have passed since written notification to the requestor that the records were available.
 - e. The requestor is unable to show proof of prior payment to MERRITT ACADEMY.
4. MERRITT ACADEMY will no longer require an increased deposit due to failure to pay if any of the following apply:
 - a. The requestor can show proof of prior payment in full.
 - b. MERRITT ACADEMY is subsequently paid in full.
 - c. Three hundred sixty-five (365) days have passed since the requestor made the written request for which full payment was not remitted.

II. PROCEDURE:

5. A written FOIA request received by a MERRITT ACADEMY employee shall be immediately forwarded by fax transmittal, email (including scanned copy of request) or hand delivery to the FOIA

Coordinator. The FOIA Coordinator shall respond in writing to the request within five business days after MERRITT ACADEMY received the request.

- a. The FOIA Coordinator's written response may:
 - Invoke MERRITT ACADEMY'S right to take a ten business day extension to provide a written response to the FOIA request. Such an extension will notify the requestor the reason for why the ten-business day extension is being taken and the new date for response.
 - Require a 50% deposit based upon a good faith estimate of the fee required to process the FOIA request as described above.
 - b. If an extension or deposit is not provided for, MERRITT ACADEMY'S written response will:
 - Grant, deny, or grant in part and deny in part, the FOIA Request. Any denial will explain the basis for the denial and, if applicable, provide the applicable exemption category or categories.
 - Include a link to MERRITT ACADEMY'S website where MERRITT ACADEMY'S FOIA guidelines, procedure and written summary for the public are posted.
 - c. A FOIA Request received by MERRITT ACADEMY via facsimile or electronic mail shall be considered received by MERRITT ACADEMY on the business day following the date of transmission.
 - d. A FOIA Request sent via electronic mail and delivered to MERRITT ACADEMY spam or junk mail folder is not considered received by MERRITT ACADEMY until one day after MERRITT ACADEMY first becomes aware of the request. MERRITT ACADEMY must note in its records both the time a FOIA Request is delivered to its spam or junk mail folder and the time MERRITT ACADEMY first becomes aware of the FOIA Request.
6. MERRITT ACADEMY'S failure to respond constitutes a denial if either of the following circumstances exist:
- a. MERRITT ACADEMY'S failure to respond was willful and intentional.
 - b. The FOIA Request included language requesting information within the first 250 words of the body of correspondence or the front of the envelope or subject line of the email, letter, or fax including any of the following words, characters or abbreviations, or recognizable misspellings: "Freedom of Information", "Information", "FOIA", "Copy", or statutory reference to FOIA.
7. The FOIA Coordinator shall review the request and determine whether MERRITT ACADEMY possesses nonexempt records responsive to the request. MERRITT ACADEMY shall provide existing, nonexempt public records under the name given by the requestor or by another name reasonably known to MERRITT ACADEMY. The FOIA does not require MERRITT ACADEMY to make a compilation, summary or report or information nor does it require MERRITT ACADEMY to create a new public record.

The extraction of certain fields within a database is acceptable and doing so does not constitute the creation of a new record. However, if other fields of the database are exempt under the FOIA, those fields will need to be redacted (blacked out) or removed from the record with the proper exemption being applied. Contact the FOIA Coordinator for questions in this area.

8. The FOIA Coordinator shall be responsible for obtaining the requested documents that are public records and are in MERRITT ACADEMY'S possession. If MERRITT ACADEMY does not have the document requested, the FOIA Coordinator is not required to obtain it from outside MERRITT ACADEMY, including from another agency or an entity under contract with MERRITT ACADEMY, in order to comply with the request.

9. The FOIA Coordinator shall carefully review the documents obtained to ensure information and documents exempt from disclosure are not provided. Only those exemptions set forth in the FOIA shall be used. If more than one exemption applies to a particular request, all relevant exemptions shall be indicated when responding to a FOIA request. An explanation as to what was exempted shall also be stated.
10. If only a portion of a document is exempt, the exempt portion shall be redacted and the nonexempt portion of the document shall be disclosed. The FOIA Coordinator shall ensure exempt portions of the document are not legible on the copy provided.

EXEMPTIONS UNDER FOIA:

11. The exemptions allowed by the FOIA are expressed in general language, which must be applied to the specific document requested. It is impossible to list all exempt information or documents; therefore, the FOIA Coordinator must be familiar with all exemptions. The following are some of the exemptions which are most frequently used and examples of the items to which the exemptions may apply:

- a. Clearly unwarranted invasion of an individual's privacy. Exemption 13(1)(a).

Examples – Home addresses and home telephone numbers, personal cellular phone numbers.

- b. Information which is preliminary to a final agency decision unless it is purely factual and the public interest warrants disclosure. Exemption 13(1)(m).

Examples – Interview notes, internal affairs, harassment and sexual harassment investigations prior to completion. (Note: Portions or all of an investigation may be exempt after completion for other reasons, e.g., privacy or security concerns.)

- c. The FOIA also permits exemption of documents or information specifically exempted from disclosure by another statute. Exemption 13(1)(d).

Examples – Documents and/or information protected under the Mental Health Code.

- d. The home addresses, home telephone numbers, and other information contained within the personnel files of a MERRITT ACADEMY employee, unless the requestor is the employee. However, the employee's name, age (not date of birth), past and present positions with MERRITT ACADEMY and length of service in a position shall be provided to any requestor. For purposes of this exemption, personnel files include medical and expunging files maintained on an employee.

- e. Information which is subject to a specific privilege (e.g., attorney-client, doctor-patient, psychologist-patient), except if the requestor has a signed release from the client or patient that is Health Insurance Portability and Accountability Act compliant. Exemption 13(1)(g) & (h).

- f. Information or records that would disclose the Social Security number of any individual. Exemption 13(1)(w).

- g. Information or records relating to a civil court action in which the requesting party and MERRITT ACADEMY are parties.

INSPECTION:

- 12. The FOIA also requires that at the request of the person making the request, a reasonable opportunity for inspection on nonexempt public documents shall be allowed during normal business hours. The FOIA Coordinator must remove exempt material prior to the inspection. There is no charge for inspection of documents, although a fee will be charged if it is necessary to make a copy of a document in order to delete a portion that is exempt. There may be a charge to supervise the inspection of records.

APPEAL:

- 13. A requestor whose request has been denied in full or in part, or who believes the fee MERRITT ACADEMY has required exceeds the amount permitted by law, may appeal the denial or fee to the Superintendent. The appeal shall state the word "appeal" and identify the reasons why the denial should be reversed or why the fee is excessive, as the case may be. Within 10 business days after receipt of the appeal: (1) the Superintendent may reverse the initial denial determination or uphold the initial denial determination or a combination thereof; and/or (2) the Superintendent may waive, reduce or uphold the fee or issue a notice extending MERRITT ACADEMY'S response time up to 10 business days and provide the reason why such an extension is necessary. In upholding or reducing a fee, the Superintendent must provide a written determination providing the basis for the fee amount and will certify that the statements the written determination are accurate and that the fee complies with MERRITT ACADEMY'S FOIA procedure and guidelines and FOIA itself.
- 14. A requestor whose request has been denied in full or in part, or who believes the fee MERRITT ACADEMY has required exceed the amount permitted by law, may also file an action in circuit court. Such filing must be within 180 days after the date of the final determination to deny the request or within 45 days after receiving a notice of required fees or a determination of an appeal to the Superintendent. If the requestor prevails in such an action, the court may reduce the fee and/or award reasonable attorney fees, costs, and disbursements. Further, if the court finds MERRITT ACADEMY'S determination to be arbitrary and capricious, the requestor may receive punitive damages of \$1000.00 related to a denial or \$500.00 related to an excessive fee. If a court finds the MERRITT ACADEMY acted willfully, intentionally or in bad faith, MERRITT ACADEMY may be ordered to pay a civil fine of \$2,500.00 to \$7,500.00.

III. Written Public Summary of MERRITT ACADEMY'S Procedures and Guidelines pursuant to the Freedom of Information Act

The Freedom of Information Act (which is referred to as "FOIA" in this summary) governs public records that are writings which are prepared, owned, used, in the possession of, or retained by MERRITT ACADEMY in the performance of its official functions. If a person requests in writing that MERRITT ACADEMY provide public records to that person, FOIA requires that MERRITT ACADEMY provide those public records to the person, subject to certain exceptions and requirements.

There are certain types of information that FOIA exempts from disclosure and thus MERRITT ACADEMY does not have to provide to a person in response to a FOIA request. Examples of exempt information include information subject to the attorney-client privilege, social security numbers and details related to current MERRITT ACADEMY security procedures. MERRITT ACADEMY may deny a person's FOIA request and not provide the records if FOIA provides that information requested falls within an exemption. MERRITT ACADEMY may also charge a fee to process a FOIA request and require a person to pay a deposit in order for MERRITT ACADEMY to process a FOIA request. Finally, if the requestor doesn't agree with the MERRITT ACADEMY'S decision to deny his or her FOIA request, or if the requestor disagrees with the fee MERRITT ACADEMY will charge, the requestor can challenge MERRITT ACADEMY'S decision.

The following summary is meant to explain MERRITT ACADEMY'S FOIA procedures and guidelines so that the public can better understand (i) how to submit a FOIA request to MERRITT ACADEMY, (ii) MERRITT ACADEMY'S response to a FOIA request, (iii) MERRITT ACADEMY'S fee calculations, (iv) MERRITT ACADEMY'S deposit requirements and (v) the avenues for challenging MERRITT ACADEMY'S response to a FOIA request.

A. How to Submit a Written Freedom of Information Act Request to MERRITT ACADEMY

A FOIA request must be submitted in writing to MERRITT ACADEMY. A person may submit a FOIA request to MERRITT ACADEMY in person, via mail, via facsimile, or via electronic mail. In most cases, any written request for a document will be considered a FOIA request, regardless of whether the FOIA is mentioned. The most direct way for a person to submit a written FOIA request is to submit the request to the MERRITT ACADEMY'S FOIA coordinator:

MERRITT ACADEMY
Attention: FOIA Coordinator
ADDRESS LINE 1
ADDRESS LINE 2
Fax: (xxx) xxx-xxxx
Email: foiacoordinator@schooldistrict.mi.gov

B. MERRITT ACADEMY'S Response to a FOIA Request

FOIA requires that MERRITT ACADEMY respond in writing to a FOIA request within five business days after MERRITT ACADEMY received the written FOIA request. MERRITT ACADEMY may take a ten business day extension to respond to a FOIA request but it must send the requestor notification of the extension within the first five day period.

MERRITT ACADEMY will review a FOIA request and determine whether MERRITT ACADEMY possesses records responsive to the request. Importantly, the FOIA does not require MERRITT ACADEMY to make a compilation, summary or report of information nor does it require MERRITT ACADEMY to create a new public record. Also, if MERRITT ACADEMY does not have the document requested, MERRITT ACADEMY is not required to obtain it from outside MERRITT ACADEMY, including from another agency or an entity under contract with MERRITT ACADEMY.

If MERRITT ACADEMY possesses responsive records, MERRITT ACADEMY will carefully review those records to ensure information and documents exempt from disclosure are not provided. (As a reminder, FOIA lists certain information that is exempt from disclosure). If more than one exemption applies to a particular

request, MERRITT ACADEMY will explain the reason for all the applicable exemptions when responding to a FOIA request. If only a portion of a document is exempt, MERRITT ACADEMY will redact the exempt portion and the nonexempt portion of the document will be provided.

C. MERRITT ACADEMY'S Fee Calculations

Under certain circumstances, MERRITT ACADEMY may charge a fee to process a FOIA Request. A person is not charged for the first \$20.00 of a FOIA fee where (a) a requestor has submitted an affidavit verifying that he/she is indigent and receiving public assistance or sufficiently stating facts showing an inability to pay the cost due to indigence, or (b) the requestor is formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection of Advocacy for Individuals with Mental Illness Act, the request is made directly on behalf of such a requestor or its clients, is made for a reason wholly consistent with the mission and provision of Section 931 of the Mental Health Code and is accompanied by documentation of its designation by the State if requested by MERRITT ACADEMY. Questions concerning the waiver of fees should be directed to the FOIA Coordinator.

In cases where a fee will be charged, MERRITT ACADEMY'S response will state the amount assessed and indicate that the documents will be provided after payment is received in full. If the amount assessed will exceed \$50.00, exclusive of any waived amounts, a 50 percent deposit may be required before processing of the request begins. Upon completion of processing, the balance must be paid before the documents are delivered to the requestor.

MERRITT ACADEMY may include charges for the following when calculating the estimated and/or actual fee:

1. **Labor costs directly associated with the necessary searching for, locating, and examining of public records.** This portion of a fee will not exceed the hourly wage of the lowest paid employee capable of performing the task. It will be calculated in increments of 15 minutes or more, with partial time rounded down and may include up to 50% of the applicable labor charge for fringe benefits. It will not include overtime unless requestor agrees.
2. **Labor costs, including necessary review, if any, directly associated with the separating and deleting of exempt information from nonexempt information.** If performed by a MERRITT ACADEMY employee, these labor costs will not exceed the hourly wage of the lowest paid employee capable of performing the tasks. If these labor costs are incurred through contracting with a third party to perform the labor the name of the contracted laborer or firm performing labor will be provided. Contracted labor may not exceed 6 times the State minimum wage. It will be charged in 15 minute increments or more, with partial time rounded down and may include up to 50% of the applicable labor charge for fringe benefits. It will not include overtime unless the requestor agrees.
3. **Actual and most reasonably economical cost of the computer disks, computer tapes, or other digital or similar media.** This portion of the fee is only applicable for public records provided on nonpaper physical media. The requestor may agree that the records will be on non-paper physical media, emailed, or otherwise electronically provided. Also, it only applies if MERRITT ACADEMY has the technological capability necessary to provide records in the requested electronic format.
4. **Actual total incremental cost of necessary duplication or publication, not including labor.** This portion of the fee is only applicable for paper copies of public records. MERRITT ACADEMY will only

charge a maximum of \$0.10 per sheet for 8 ½ by 11 inch or 8 ½ by 14 inch paper and will only charge the actual cost of all other types of paper. MERRITT ACADEMY will use most economical means available, including double sided printing.

5. **Labor costs directly as with duplication or publication, including making paper copies, making digital copies, or transferring digital public records.** This portion of the fee will not exceed the hourly wage of the lowest paid employee capable of performing the task. It will be charged in 15 minute increments or more, with partial time rounded down and may include up to 50% of the applicable labor charge for fringe benefits. It will not include overtime wages unless the requestor agrees.
6. **Actual cost of mailing, if any, for sending the public records in a reasonably economical and requestor agrees.** MERRITT ACADEMY may charge for the least expensive form of postal delivery confirmation.

When MERRITT ACADEMY charges a fee, it will include the details on a Fee Itemization form that has a breakdown of the figures used to calculate the total of each fee category.

D. MERRITT ACADEMY'S Deposit Requirements

If a fee will exceed \$50.00, exclusive of any fee amount MERRITT ACADEMY may waive, MERRITT ACADEMY may require a 50% fee deposit before it begins to process a FOIA request. If a deposit is required, MERRITT ACADEMY will also include a non-binding, best efforts estimate regarding the time frame it will take MERRITT ACADEMY to provide the public records to the requestor.

If MERRITT ACADEMY requires a fee deposit, the requestor must submit cash (in person only), a money order, or a check payable to: "MERRITT ACADEMY" and mail the money order or check to:

MERRITT ACADEMY
Attention: FOIA Coordinator
ADDRESS LINE 1
ADDRESS LINE 2

Under certain circumstances, MERRITT ACADEMY may require a deposit of 100% from a requestor who has not paid a previous FOIA fee in full to MERRITT ACADEMY before MERRITT ACADEMY begins another search for that requestor. MERRITT ACADEMY will only require this 100% deposit if **all** of the following apply: (a) the previous final fee was not more than 105% of estimated fee; (b) records made available contained the information being sought in prior request and are still in MERRITT ACADEMY'S possession; (c) public records were made available to the requestor subject to payment within the time frame estimate; (d) 90 days have passed since written notification to the requestor that the records were available; and (e) the requestor is unable to show proof of prior payment to MERRITT ACADEMY.

MERRITT ACADEMY will no longer require an increased deposit due to failure to pay if **any** of the following apply: (a) the requestor can show proof of prior payment in full; (b) MERRITT ACADEMY is subsequently paid in full; (c) three hundred sixty-five (365) days have passed since the requestor made the written request for which full payment was not remitted.

Finally, after MERRITT ACADEMY finishes processing a FOIA request for which the requestor provided a fee

deposit, the requestor must pay the remaining balance of the actual fee before MERRITT ACADEMY provides the documents to the requestor.

E. Avenues for Challenge and Appeal

A requestor whose request has been denied in full or in part, or who believes the fee MERRITT ACADEMY has required exceeds the amount permitted by law, may appeal the denial or fee to the Superintendent of MERRITT ACADEMY. The appeal shall state the word “appeal” and identify the reasons why the denial should be reversed or why the fee is excessive.

Within 10 business days after receipt of the appeal: (1) the Superintendent may reverse the initial denial determination or uphold the initial denial determination or a do combination of both; and/or (2) the Superintendent may waive, reduce or uphold the fee or issue a notice extending MERRITT ACADEMY’S response time up to 10 business days and provide the reason why such an extension is necessary. In upholding or reducing a fee, the Superintendent must provide a written determination providing the basis for the fee amount. The Superintendent will also certify that the statements included in the written determination are accurate and that MERRITT ACADEMY’S fee complies with MERRITT ACADEMY’S FOIA procedure and guidelines and FOIA itself.

A requestor whose request has been denied in full or in part, or who believes the fee MERRITT ACADEMY has required exceed the amount permitted by law, may also file an action in circuit court. Such filing must be within 180 days after the date of the final determination to deny the request or within 45 days after receiving a notice of required fees or a determination of an appeal to the Superintendent. If the requestor prevails in such an action, the court may reduce the fee and/or award reasonable attorney fees, costs, and disbursements. Further, if the court finds MERRITT ACADEMY’S determination to be arbitrary and capricious, the requestor may receive punitive damages of \$1000.00 related to a denial or \$500.00 related to an excessive fee. If a court finds MERRITT ACADEMY acted willfully, intentionally or in bad faith, MERRITT ACADEMY may be ordered to pay a civil fine of \$2,500.00 to \$7,500.00.

Fee Itemization

Estimated Fee

Actual Fee

Fee Category	Unit Cost	Hourly Wage ¹	Number of Units	Number of Hours Charged ²	Multiplier	Total
Category A: Labor costs directly associated with the necessary searching for, locating, and examining of public records.	N/A		N/A		N/A	
<i>Cost of fringe benefits³ for labor costs associated with Category A</i>	N/A		N/A			
Category B: Labor costs, including necessary review, if any, directly associated with the separating and deleting of exempt information from nonexempt information. [Name of contracted laborer/firm performing Category B labor: _____ (if Category B labor costs are incurred through contracting with a third party to perform labor)]	N/A		N/A		N/A	
<i>Cost of fringe benefits for labor costs associated with Category B</i>	N/A		N/A			
Category C: (for public records provided on nonpaper physical media) Actual and most reasonably economical cost of the computer disks, computer tapes, or other digital or similar media.		N/A		N/A	N/A	
Category D: (for paper copies of public records) Actual total incremental cost of necessary duplication or publication, not including labor.		N/A		N/A	N/A	
Category E: Labor costs directly as with duplication or publication, including making paper copies, making digital copies, or transferring digital public records.	N/A		N/A		N/A	
<i>Cost of fringe benefits for labor costs associated with Category E</i>	N/A		N/A			
Category F: Actual cost of mailing, if any, for sending the public records in a reasonably economical and justifiable manner.		N/A		N/A	N/A	
Total Fee:						

¹ The "hourly wage" for the labor costs calculated pursuant to Categories A, B, and E is the hourly wage of MERRITT ACADEMY'S lowest-paid employee capable of performing the task described in each respective category, regardless of whether that person is available or who actually performs the labor.

² "Number of Hours Charged" is measured in 15 minute increments, with partial increments rounded down.

³ "Cost of Fringe Benefits" calculated pursuant to Categories A, B & E will not exceed 50% of the respective labor charges calculated pursuant to Categories A, B & E. Additionally, MERRITT ACADEMY does not charge more than the actual cost of fringe benefits and overtime wages are not used in calculating the cost of fringe benefits unless the requestor so stipulates.