



STATE OF INDIANA

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December 8, 2025

Re: Complaint 25-FC-017
Melissa Wechsler (Complainant) v.
Whitley County Consolidated Schools (Respondent)

This advisory opinion is issued in response to the above-referenced complaint filed February 17, 2025.

A Notice of Complaint, along with a copy of the complaint, was sent to the Respondent on October 9, 2025, requesting a formal reply by November 7, 2025. A response was received from Respondent on October 9, 2025. Then, a formal response, submitted by Timothy Shelly of Warrick & Boyn, LLP of behalf of Respondent, was received in this office on December 5, 2025.

The complaint alleges that Respondent violated the Access to Public Records Act (APRA) by failing to provide a Memorandum of Understanding (MOU) between Respondent and law enforcement agencies, which it should have had in its possession.

ANALYSIS

The public policy of APRA states that “[p]roviding persons with information is an essential function of a representative government and an integral part of the routine duties of public officials and employees, whose duty is to provide the information.” Indiana Code (IC) 5-14-3-1.

Respondent is a public agency for purposes of APRA; and therefore, subject to the requirements. *See* IC 5-14-3-2(q). As a result, unless an exception applies, any person has the right to inspect and copy Respondent’s public records during regular business hours. *See* IC 5-14-3-3(a).

Complainant filed multiple requests for public records starting on or about January 14, 2025. This records request was for “[a]ny and all agreements including but not limited to contracts and memorandum of understanding (MOU) between Whitley County Consolidated Schools and any law enforcement

agency included but not limited to Whitely County Sheriff's Department and the Columbia City Police Department."

Prior to submitting the complaint, Respondent said it has "been unable to locate an MOU with law enforcement". Complainant's complaint reiterates this and continues, "[t]he school has an SRO so there has to be some agreement with law enforcement." Note: SRO stands for School Resource Officer, who as part of a school safety program, conducts a threat assessment and may purchase equipment to restrict access to the school or expedite the notification of first responders.

Although several emails and letters went back and forth between Respondent and Complainant, often through their Counsel, it appears that Complainant did not receive the "School Safety Memorandum of Understanding" between the City of Columbia City, Indiana and Respondent until receiving the June 6, 2025, letter from Respondent. In that letter, Respondent states, "Please also find attached a copy of the Memorandum of Understanding between Whitley County Consolidated Schools and the City of Columbia City, which I understand Ms. Wechsler also already possesses." Respondent cannot confirm when Ms. Wechsler might have received an earlier copy of this document or from whom. Complainant, however, states that she did not receive the MOU until the June 6, 2025, letter, which is why she repeatedly requested it.

The court in *Knightstown Banner, LLC v. Town of Knightstown*, 838 N.E.2d 1127 held that a settlement agreement being held by counsel for an insurance company was a public record of the Town of Knightstown. Even though Knightstown did not have a copy of the settlement in its possession it was deemed a public document that should have been in the files of the Town. Since Respondent was a party to this MOU, it should follow that Respondent should have maintained a copy of the MOU. The MOU was signed on or about July 14, 2020, and is still a valid and controlling document.

IC 5-14-3-3(b) requires the public agency to provide copies of records within a "reasonable time" after the request is received by the agency. The statute is silent on what constitutes a "reasonable time" to respond to a records request. This office has recognized several factors in determining what effects the concept of reasonable time and those factors are the 1) volume of the request, 2) complexity of the request, 3) number of pending requests, 4) staff available to respond to the request or 5) other operational factors that impact the ability to respond to the request.

The Complainant requested a copy of the MOU on January 20, 2025, via email, but Complainant did not receive a copy of the MOU from Respondent until the letter dated June 6, 2025. Here, failing to provide a copy of the MOU for a period of nearly five (5) months seems unreasonable.

CONCLUSION

This office finds that Respondent violated APRA by failing to provide a copy of a document it should have had in its possession within a reasonable time from the date of the request.

A handwritten signature in black ink, appearing to read "Jennifer G. Ruby". The signature is fluid and cursive, with the first name "Jennifer" being more prominent.

Jennifer G. Ruby
Public Access Counselor