



ATTORNEYS AT LAW

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June 13, 2016

*By regular mail and  
Electronic mail to [pre@sec.state.ma.us](mailto:pre@sec.state.ma.us)*

Shawn Williams  
Supervisor of Records  
Secretary of the Commonwealth of Massachusetts  
Public Records Division  
One Ashburton Place, Room 1719  
Boston, MA 02018

**Re: SPR16/302**

Dear Mr. Williams:

This office represents the Wellesley Public Schools (“District” or “Wellesley”). Please accept this letter as the Wellesley’s revised response to Mr. Michael DiPronio’s public records request as required by your order dated May 25, 2016 and received by the Wellesley Public Schools on June 1, 2016. This response is prepared in compliance with your order and the Public Records Law and its regulations. Accordingly, this response will address each portion of Mr. DiPronio’s public record request and provide (1) a written explanation, with specificity, as to how certain records requested are exempt from disclosure under the public records law, in part or in their entirety; and (2) a detailed explanation as to the District’s original fee estimate, along with the submission of a revised fee estimate for the production of requested records after redaction.

#### Background

Mr. DiPronio’s original public record request is dated March 6, 2016 and was received by the District on March 11, 2016. It states:

This is a request under the Massachusetts Public Records Law (M.G.L. Chapter 66, Section 10). I am requesting that I be provided copies of the following records:

1. Documentation evidencing attorneys’ fees and costs incurred by the Wellesley Public School District (Wellesley) between 2012 and 2016, for all matters related to the education of students pursuant to the Individuals with Disabilities

- Education Act (IDEA), including, but not limited to, bills and invoices, and legal representational contracts/agreements.
2. Copies of any insurance policies and agreements under which an insurance business may be liable to satisfy all or part of the attorneys' fees and costs incurred by Wellesley between 2012 and 2016, for matters related to the education of students pursuant to the IDEA.
  3. Copies of all agreements entered into by Wellesley with parents and guardians, as part of the individualized education program (IEP) process under the IDEA, in which Wellesley limited its contribution to education funding or attached conditions for it for out of district placements for school years 2012-2016.
  4. Copies of the most recent IEP's of all students for whom Wellesley entered into agreements with parents and guardians, as part of the IEP process under the IDEA, in which Wellesley limited its contribution to education funding or attached conditions for it for out of district placements for school years 2012-2016.

The District issued an initial response within ten (10) days on March 21, 2016 stating that the District is in the process of reviewing the documents at issue to the extent that they exist and may be produced. The District continued its communication with Mr. DiPronio regarding his record request, and emailed him clarification as to the potential cost of producing the requested records on April 1, 2016. On or about April 14, 2016, this office contacted Ms. Cassandra Chung from the Public Records Division advising her that the District will be forwarding Mr. DiPronio a more detailed response regarding the requested records, including a specific cost estimate.

On or about April 28, 2016 the District provided said response to Mr. DiPronio advising him that documentation evidencing attorneys' fees and costs incurred by the District from 2012 to 2016 will be provided; and that there are no insurance policies and agreements to satisfy all or part of the attorneys' fees and costs incurred by Wellesley. The district further advised that the thirty (30) requested settlement agreements from 2012 to 2016 could be provided only if redacted. Finally, the requestor was advised that student IEPs are student records and protected from disclosure under state and federal student and family privacy laws, and are therefore exempt from the public records law. Given the nature of the agreements, an attorney rather than an administrator would be required to redact the agreements. Accordingly, it was estimated that it would take an attorney ten (10) hours of redaction time for the five (5) years of agreements, and therefore the cost for production of the redacted records is estimated at \$1,750.00.

Your order states that the District's response was provided fifty-three (53) days after Mr. DiPronio's March 6<sup>th</sup> request for records. Please note, however, that the District issued its initial response within ten (10) days after receipt of the request. The District's response is attributable to the time it took to search for the requested records, confirm whether they were in existence, locate and compile them, determine through its attorneys which records and information may be protected from public disclosure under state and federal

law, and assess what it would cost the District to redact and produce the requested records.<sup>1</sup> It should be noted that from the time the District received Mr. DiPronio's initial request, the District maintained contact with him regarding the status of his request.

### Revised Response

*First Request: Documentation evidencing attorneys' fees and costs incurred by the Wellesley Public School between 2012 and 2016, for all matters related to the education of students pursuant to the Individuals with Disabilities Act (IDEA), including but not limited to bills and invoices, and legal presentational contracts/agreements.*

The district is producing herewith an invoice tracking report showing special education attorneys' fees and costs the district paid between 2012 and 2016. This should satisfy the request for documentation evidencing attorney's fees and cost related to special education matters. The district is not producing invoices and bills for the reason that the requested invoices contain (1) communications which are protected by the attorney-client privilege; and (2) personally identifiable information concerning specific students. Producing the invoices in a redacted form would result in additional cost for the requestor, but would not yield any further information that that already provided. Accordingly, a cost estimate was not originally provided, but the district is doing so now in response to your request for a detailed explanation.

The attorney-client privilege is designed to encourage unfettered communication between clients and attorneys by protecting such communication from disclosure to third parties. *Upjohn Co. v. U.S.*, 449 U.S. 383, 389 (1981). In *Suffolk County Construction Co. v. Division of Capital Asset Management*, 449 Mass. 444 (2007), the Supreme Judicial Court held that the attorney-client privilege applies to communications between government attorneys and their clients, despite the absence of an express exemption under the Public Records Law. The Court rejected the notion that there are no implied exemptions under the public records law, and held that the legislation did not preclude the protection of the attorney-client privilege from records made or received by any officer or employee of any agency of the Commonwealth. *Id.* at 446.

To present a valid claim of attorney-client privilege, Wellesley has the burden of proving not only the existence of an attorney-client relationship, but also that: (1) the communications were received from a client during the course of the client's search for

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<sup>1</sup> While it is acknowledged that, under the current public record law, the District is required to respond to a public record request within ten (10) days of receipt, under the new public record law which takes effect on January 1, 2017, municipalities are allowed a twenty-five (25) day extension to respond upon notice to the requestor, and a further extension not to exceed thirty (30) days upon a showing of good cause to the Public Records Division. Bill H.4333. As a practical matter, the Massachusetts General Assembly recognizes the hardship municipalities face in responding within a ten-day window given the magnitude and difficulty of certain requests and, hence, have reformed the public record law to provide the option of additional time to respond if the municipality is unable to complete the request within ten days.

legal advice from the attorney in his or her capacity as such; (2) that the communications were made in confidence, and (3) the privilege as to these communications has not been waived. Here, at all relevant times, there has been an express attorney-client relationship between the District and its special education counsel, Lyons & Rogers LLC, and its predecessor special education counsel, Murphy Hesse Toomey and Lehane. These relationships existed at time the invoices were issued to Wellesley; and at the time the communications described within the invoices occurred. The communications occurred during the course of the District's search for legal advice from its counsel.<sup>2</sup>

Upon receipt of legal invoices, Wellesley does not disclose the invoices to any third party. Only the Wellesley administrator who receives the invoices and those employees necessary to process payment are privy to the invoices. Some, but not all, of the entries itemizing the work performed detail confidential communications made between the District and its counsel. Those specific entries relate to cases and legal matters where the District sought legal advice from counsel. Those communications were made in confidence, and only took place between the District and its counsel, where no third-party was made privy to the communications. Hence, there was no waiver of the attorney-client privilege with respect to the communications contained in the requested invoices. It is clear, given the above-stated reasons, that the communications contained in the requested invoices meet the standard outlined in *Suffolk* and are therefore protected by attorney-client privilege. Accordingly, the privileged communications are exempt from disclosure and require that privileged information be segregated from non-privileged information by precise and thorough redaction.

In addition to communications which are protected by attorney-client privilege, the requested invoices also contain information which is exempt from disclosure pursuant to student privacy laws. Public schools are bound by state and federal student and family privacy laws. 20 U.S.C. §1232g, as amended, 34 C.F.R. Part 99, 20 U.S.C. §1232h, 34 C.F.R. Part 98; M.G.L. c 66, §10, M.G.L. c. 71, §34, and 603 C.M.R. 23.00, et seq.

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student information. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA prohibits the disclosure of personally identifiable information (PII) regarding students to third parties. 20 USC Sec. 1232g (a)(4)(A); 34 CFR 99.3. Pursuant to 34 CFR 99.3, personally identifiable information includes, but is not limited to:

- The student's name;
- The name of the student's parents or other family member;
- The address of the student or student's family;

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<sup>2</sup> Each invoice contains line by line entries showing the date the work was performed, a detailed description of the work, including case-specific, detailed, privileged information, the time spent, and the dollar value for the time spent.

- A personal identifier, such as the student's social security number, student number, or biometric record;
- Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

Based on the definition above, any information that is linked or linkable to a specific student constitutes as PII and may not be disclosed to a third party. The requested legal invoices contain student names and other identifiers, including information that, alone or in combination, is linked or linkable to a specific student as well as sufficient information which makes a student's identity and disability easily traceable within a school community. The student PII contained within the requested invoices is maintained by the District, through its agents, and therefore the District is legally prohibited from disclosing this information to third parties. 34 CFR 99.30.

M.G.L. c. 4, § 7 cl 26(a) is the statutory exemption that applies. The exemption applies to records that are: "specifically or by necessary implication exempted from disclosure by statute." As stated in *Secretary of the Commonwealth's "A Guide to Massachusetts Public Records Law" (January 2013)*:

"This exemption creates two categories of exempt records. The first category includes records that are specifically exempt from disclosure by statute. Such statutes expressly state that such a record either "shall not be a public record," "shall be kept confidential" or "shall not be subject to the disclosure provision of the Public Records Law." The second category under the exemption includes records deemed exempt under statute by necessary implication. Such statutes expressly limit the dissemination of particular records to a defined group of individuals or entities. A statute is not a basis for exemption if it merely lists individuals or entities to whom the records are to be provided; the statute must expressly limit access to the listed individuals or entities." *Commonwealth's Guide* at Page 9.

Here, FERPA expressly limits public schools from releasing PII to third parties. 34 CFR 99.30. Accordingly, M.G.L. c. 4, § 7 cl 26(a) applies.

Further support for Wellesley's position that it may not release PII contained in the legal invoices is found in *Champa v. Town of Weston*, SJC-11838, slip opinion (October 23, 2015). In that case, the Massachusetts Supreme Judicial Court considered whether

settlement agreements between public schools and the parents of public school students who require special education services are “public records” or exempt from disclosure. The court held that settlement agreements between parents and school districts regarding out-of-district placements are student records, but subject to disclosure under Massachusetts public records law nevertheless *so long as personally identifiable information has been removed*. The Court cautioned that the analysis to determine what redaction is necessary must be on a case-by-case basis that considers the request, the school and the community, and the availability to the requester of other information that indirectly identifies the student.” *Id.* at 4. School districts must consider “not only [] the viewpoint of the public, but also from the vantage of those who are familiar with the individual.” *Id.* at 5. Applying *Champa* to the present matter, the student PII contained in the requested invoices are exempt from disclosure under the public record law, and will need to be segregated as well.

As custodian of the records, it is the District’s responsibility to segregate and redact the protected information from the requested invoices prior to their production. The individual segregating the requested invoices will only know what information to redact if he or she has a full understanding of the laws and how they apply to the subject documents. Without this understanding, protected information is at risk of being left unredacted; or conversely, information which is subject to disclosure under the public record law is at risk of being removed.

The regulations provide that in cases where search or segregation time is necessary a custodian of records may charge a pro-rated fee based on the hourly rate of the lowest paid employee who is capable of performing the task” 950 CMR 32.06(1)(c). Unfortunately, District employees working in an administrative or clerical position are not capable of segregating the requested invoices, as they lack a comprehensive understanding of the privilege and student privacy laws which is required for proper redaction. The District’s legal counsel is the only agent of the District who possesses the knowledge and ability necessary to segregate the invoices given the nature of the exempt information. Moreover, inadvertent disclosure of PII could expose the district to liability. Likewise, inadvertent disclosure of attorney-client communications could result in an unintended waiver of the privilege. Accordingly, the District would be remiss to leave the redaction task to a non-lawyer. The District did not provide a cost estimate for the redaction of legal invoices in its original response because the account detail provides the same information at no cost to the requestor.

If comprehensive redactions are necessary, the district estimates that each bill will take approximately twenty (20) minutes to review and redact. The figure is based on a timed trial. The figure was also based on my experience, training and knowledge as an attorney. I have practiced law for over twenty-two years. In the course of my practice, I have often been asked by clients to provide a fee estimate for work to be performed. Additionally, in the course of my practice and in the representation of public school districts, I have redacted hundreds of documents. Where secretarial or administrative

staff can perform the redaction function, I have supervised the redaction by lower paid staff.<sup>3</sup> Based on my experience and training, it is my opinion that an attorney is necessary to distinguish communications protected by the attorney-client privilege from communication not protected by the attorney-client privilege. Although clerical staff could redact student names, an attorney would still need to redact the privileged attorney-client communications, a duplicative process that would be less cost effective and would undoubtedly only add more time to the redaction process. There are approximately 50 invoices. At an associate's hourly rate of \$175.00 per hour, the estimated cost would be \$2,917.

In the alternative, I ask you to kindly take note of an identical matter in which your office indicated that if a public school district produced legal invoices with all descriptive text containing personally identifiable information redacted, but with all financial information intact, the district would satisfy the requestor's request. This redaction could be completed by clerical staff at a lesser cost to the requestor.

Wellesley is aware that Governor Baker signed a new public records law which will go in to effect in January next year. The new provisions in the law provide for a maximum hourly rate of \$25.00 per hour after the first two hours, but also provides that a municipality could petition your office for a higher rate where circumstances warrant. Although it is not obligated to comply with the new law until January (and cannot petition for a higher rate until January), in an effort to resolve this matter and following the spirit of the new law, Wellesley would be willing to reduce its fee estimate to \$417.00 if it were permitted to provide the requestor with redacted legal invoices with all descriptive text containing personally identifiable information (and attorney work product) removed, but with all financial information intact. This figure does not reflect the actual cost to the District, but rather the district's willingness to absorb the anticipated actual cost over and above that amount.

*Second Request: Copies of any insurance policies and agreements under which an insurance business may be liable to satisfy all or part of the attorneys' fees and costs incurred by Wellesley between 2012 and 2016, for matters related to the education of students pursuant to the IDEA.*

As stated in the district's original response, there are no such policies exist.

*Third Request: Copies of all agreements entered into by Wellesley with parents and guardians, as part of the individualized education program (IEP) process under the IDEA, in which Wellesley limited its contribution to education funding or attached conditions for it for out of district placements for school years 2012-2016.*

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<sup>3</sup> For example, where the redaction is only for a student's name, date of birth, identification number and the like.

As recognized by the Supreme Judicial Court in *Champa v. Town of Weston*, the thirty (30) requested settlement agreements from 2012 to 2016 contain student PII which is protected by FERPA and the Massachusetts student record laws, and therefore any student PII contained within the agreements is exempt from disclosure under the public record law.<sup>4</sup> As custodian of the records, it is the District's responsibility to segregate and redact the protected information from the requested agreements prior to their production. Champa also recognized that such redactions would need to be considered on a case-by-case basis. Districts must consider the request, the school and the community, and the availability to the requester of other information that indirectly identifies the student. *Champa*, at 4. School districts must consider "not only [] the viewpoint of the public, but also from the vantage of those who are familiar with the individual." *Id.* at 5. Furthermore, the individual segregating the requested invoices will only know what information to redact if he or she has a full understanding of the student privacy laws and how they apply to the subject documents.

Given the sensitive nature of the records and that even inadvertent disclosure of confidential student information could expose the district to liability, the district believes that its attorneys possess the knowledge and skills necessary to make the case-by-case determinations required. Accordingly, an attorney rather than an administrator would be required to redact the agreements in order to ensure that no student's PII is disclosed.

There exist a total of approximately thirty (30) unredacted settlement agreements spanning from 2012 to the present. The original cost estimate stated that the actual redaction time would take an attorney approximately ten (10) hours to redact the thirty agreements. Our attorneys would charge \$175.00 per hour for associates. At \$175.00 per hour for ten (10) hours of redaction time, the district estimated the cost to be approximately one thousand seven hundred fifty dollars (\$1,750.00).

The District maintains that the original cost estimate it provided was a reasonable and accurate estimation. As explained above in reference to the legal invoices, the figure was based on a timed trial; as well as the experience, training and knowledge of this office. In an effort to resolve this dispute and in an effort to act in the spirit of the new law that will go in to effect in January, Wellesley is willing to reduce its fee estimate to \$200.00. This figure reflects the first two hours as free, with a charge of \$25.00 per hour for the next eight hours (8x25=200). Again, this figure reflects the district's willingness to absorb the anticipated actual cost.

*Fourth Request: Copies of the most recent IEP's of all students for whom Wellesley entered into agreements with parents and guardians, as part of the IEP process under the IDEA, in which Wellesley limited its contribution to education funding or attached conditions for it for out of district placements for school years 2012-2016.*

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<sup>4</sup> 20 U.S.C. §1232g, as amended, 34 C.F.R. Part 99, 20 U.S.C. §1232h, 34 C.F.R. Part 98; M.G.L. c 66, §10, M.G.L. c. 71, §34, and 603 C.M.R. 23.00, et seq.



The requested Student IEPs are student records and are wholly protected from disclosure under state and federal law, and therefore are exempt from the public record law. The requested IEPs contain highly sensitive information concerning students and their disabilities.<sup>5</sup> As fully explained above, public schools are bound by state and federal student and family privacy laws.<sup>6</sup> Only school officials with a legitimate educational interest in a student may access a student's record. 34 CFR 99.31(a)(1). Massachusetts regulations prohibit the production of student records to third parties without informed written consent from the eligible student or the parent. 603 CMR 23.07(4). Here, the disclosure of students' IEPs pursuant to a public records request involves a third party accessing student records. Under these circumstances, the requestor would be an unauthorized third party as he does not have a legitimate educational interest in accessing the student records of disabled children without written consent from those students' parents.

M.G.L. c. 4, § 7 cl 26(a) is the statutory exemption under the public records statute that applies. FERPA expressly limits public schools from releasing student records to third parties. 34 CFR 99.30. The *Secretary of the Commonwealth's "A Guide to Massachusetts Public Records Law" (January 2013)* at page 52 lists student records as falling under the exemption. Accordingly, M.G.L. c. 4, § 7 cl 26(a) applies.

Your order dated May 25, 2016 asks Wellesley to explain why student IEPs may not be redacted of PII under the rationale found in *Champa v. Town of Weston*. In *Champa*, the information sought was financial in nature and the court stated that financial terms could be segregated from confidential student information through redaction. IEPs do not contain financial information. By their nature and in their entirety, IEPs contain personal and confidential student information; exactly the information that the *Champa* court stated should be protected.

Even with the names and addresses and like information redacted, the requested IEPs will still contain "personally identifiable information." IEPs state a student's special need, the components of the student's individualized program and the information upon which that program is based. IEPs include diagnosis, types of disabilities, the results of academic and intellectual testing. They may reveal emotional and psychological disturbances, behavioral issues and medical histories and doctors with whom they have treated. Additionally, IEPs contain a comprehensive description of the Student, how the disability manifests itself and the services required. In a school community, such information makes a student's identity easily traceable especially from the vantage of those who are familiar with the student. The IEPs, even when redacted, contain a wealth of detail, and

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<sup>5</sup> *Individualized Education Program (IEP)* is a written statement, developed and approved in accordance with federal special education law in a form established by the Department of Elementary and Secondary Education that identifies a student's special education needs and describes the services a school district shall provide to meet those needs. 603 CMR 28.02(11).

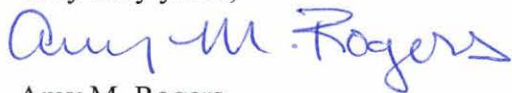
<sup>6</sup> *Id.*

such details when considered alone or in combination can be linked or linkable to specific students.

Simply put, IEPs are not like settlement agreement where financial information and PII are contained within the same document and can be segregated from one another. All information contained in IEPs is specific to the individual student and all such specific information relate to the student's disability. IEPs are student records and clearly exempt from public disclosure pursuant to M.G.L. c. 4, § 7 cl 26(a). See also "*A Guide to Massachusetts Public Records Law*" at page 52.

If you have any questions, please feel free to contact me directly.

Very truly yours,



Amy M. Rogers

cc: Judith M. Belliveau,  
Assistant Superintendent, Finance and Operations  
Wellesley Public Schools  
Michael DiPronio, requestor

INVOICE TRACKING REPORT

TRACKING FROM: 12/01/2011 TO 12/31/2016  
 DEPT: SCH TO SCH  
 VENDOR: 024738 TO 024738

RECEIVED VENDOR	CREATED	INV DATE	INVOICE DEPT	CLERK	DOC	INVT NET	DAYS AMOUNT	ENTRY INV	RELEASE STATUS	APPROVE WF	POST STATUS	CHECK	COMPLETION CHECK	STATUS
10/20/2014 024738-LYONS & ROGERS, LLC	10/24/2014	10/20/2014	3073 SCH	mshwert	261343		550.00	0	PAID	0	NONE	5	CLEARED	13
01/28/2015 024738-LYONS & ROGERS, LLC	02/17/2015	12/15/2014	10633 SCH	mshwert	270963		176.76	0	PAID	0	NONE	13	CLEARED	9
01/23/2015 024738-LYONS & ROGERS, LLC	02/17/2015	01/23/2015	10638 SCH	mshwert	270964		4,556.36	0	PAID	0	NONE	13	CLEARED	9
01/23/2015 024738-LYONS & ROGERS, LLC	02/17/2015	01/23/2015	10639 SCH	mshwert	270966		1,419.00	0	PAID	0	NONE	13	CLEARED	9
02/17/2015 024738-LYONS & ROGERS, LLC	02/27/2015	02/17/2015	10645 SCH	mshwert	272118		7,572.70	0	PAID	0	NONE	4	CLEARED	6
02/17/2015 024738-LYONS & ROGERS, LLC	02/27/2015	02/17/2015	10646 SCH	mshwert	272119		1,118.00	0	PAID	0	NONE	4	CLEARED	6
03/16/2015 024738-LYONS & ROGERS, LLC	03/31/2015	03/14/2015	10650 SCH	mshwert	274680		6,191.57	0	PAID	0	NONE	8	CLEARED	9
04/16/2015 024738-LYONS & ROGERS, LLC	04/21/2015	04/16/2015	10658 SCH	mshwert	276864		645.00	0	PAID	0	NONE	6	CLEARED	16
04/16/2015 024738-LYONS & ROGERS, LLC	05/04/2015	04/16/2015	10657 SCH	mshwert	277906		4,644.94	0	PAID	0	NONE	10	CLEARED	10
05/19/2015 024738-LYONS & ROGERS, LLC	06/03/2015	05/19/2015	10664 SCH	mshwert	280807		3,278.60	0	PAID	0	NONE	9	CLEARED	8
06/08/2015 024738-LYONS & ROGERS, LLC	06/19/2015	06/08/2015	10669 SCH	tthea	282576		602.00	0	PAID	0	NONE	12	CLEARED	12
06/08/2015 024738-LYONS & ROGERS, LLC	06/19/2015	06/08/2015	10668 SCH	tthea	282577		7,866.37	0	PAID	0	NONE	12	CLEARED	12
06/25/2015 024738-LYONS & ROGERS, LLC	09/24/2015	06/25/2015	10673 SCH	tthea	290698		1,879.88	0	PAID	0	NONE	0	CLEARED	7
08/30/2015 024738-LYONS & ROGERS, LLC	09/30/2015	08/13/2015	10704 SCH	tthea	291166		5,305.96	0	PAID	0	NONE	7	CLEARED	8
09/14/2015 024738-LYONS & ROGERS, LLC	10/28/2015	09/14/2015	10710 SCH	tthea	294017		2,480.70	0	PAID	0	NONE	4	CLEARED	8
11/05/2015 024738-LYONS & ROGERS, LLC	11/19/2015	10/01/2015	3125 SCH	mshwert	296536		855.00	0	PAID	0	NONE	5	CLEARED	5
10/23/2015 024738-LYONS & ROGERS, LLC	11/19/2015	10/23/2015	10714 SCH	mshwert	296540		5,524.49	0	PAID	0	NONE	5	CLEARED	5

INVOICE TRACKING REPORT

TRACKING FROM: 12/01/2011 TO 12/31/2016  
 DEPT: SCH TO Sch  
 VENDOR: 024738 TO 024738

RECEIVED VENDOR	CREATED	INV DATE	INVOICE DEPT CLERK	DOC	DAYS: INV NET AMOUNT	ENTRY RELEASE INV STATUS	APPROVE WF STATUS	POST	CHECK	COMPLETION CHECK STATUS
11/13/2015 024738-LYONS & ROGERS, LLC	12/30/2015	11/13/2015	10723 SCH mshwert	300123	7,765.51	PAID	0 NONE	0	6	CLEARED 8
12/18/2015 024738-LYONS & ROGERS, LLC	12/30/2015	12/18/2015	10732 SCH mshwert	300124	3,694.18	PAID	0 NONE	0	6	CLEARED 8
01/22/2016 024738-LYONS & ROGERS, LLC	01/27/2016	01/15/2016	10739 SCH mshwert	303200	2,622.79	PAID	0 NONE	0	10	CLEARED 15
02/15/2016 024738-LYONS & ROGERS, LLC	02/18/2016	02/10/2016	10746 SCH mshwert	305112	807.40	PAID	0 NONE	0	9	CLEARED 7
03/31/2016 024738-LYONS & ROGERS, LLC	04/05/2016	03/18/2016	10754 SCH mshwert	309504	607.50	PAID	0 NONE	0	9	CLEARED 9
04/24/2016 024738-LYONS & ROGERS, LLC	05/04/2016	04/13/2016	10763 SCH mshwert	311863	4,177.46	PAID	0 NONE	0	9	CLEARED 8
05/23/2016 024738-LYONS & ROGERS, LLC	05/24/2016	05/14/2016	10770 SCH mshwert	313838	5,607.26	PAID	0 NONE	0	9	PAID 9

INVOICE TRACKING REPORT

TRACKING FROM: 12/01/2011 TO 12/31/2016  
 DEPT: SCH TO sch  
 VENDOR: 011630 TO 011630

RECEIVED	CREATED	INV DATE	INVOICE	DOC	DAYS	ENTRY	RELEASE	APPROVE	POST	CHECK	COMPLETION	
VENDOR			DEPT CLERK	INV	NET	STATUS	STATUS	WF	STATUS		CHECK	STATUS
01/24/2012	02/08/2012	01/24/2012	49955	171315		0	0	0	0	9	PAID	9
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
03/30/2012	04/11/2012	03/19/2012	50411	177639		0	0	0	0	15	PAID	15
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
05/16/2012	05/21/2012	05/16/2012	50894	181256		0	0	0	0	10	PAID	10
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
06/13/2012	06/19/2012	06/13/2012	51314	184297		0	0	0	0	10	CLEARED	10
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
07/02/2012	07/09/2012	07/02/2012	51661	186274		0	0	0	0	11	CLEARED	2
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
10/18/2012	10/22/2012	09/24/2012	52184	195489		0	0	0	0	0	CLEARED	10
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
12/05/2012	12/14/2012	11/21/2012	52710	200242		0	0	0	0	2	CLEARED	20
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
01/18/2013	01/22/2013	01/16/2013	53191	203565		0	0	0	0	9	CLEARED	9
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
03/20/2013	04/09/2013	03/20/2013	53778	210448		0	0	0	0	9	CLEARED	9
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
05/28/2013	06/07/2013	05/28/2013	54305	215685		0	0	0	0	6	CLEARED	6
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
06/11/2013	06/13/2013	06/11/2013	54460	216371		0	0	0	0	14	CLEARED	14
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
06/28/2013	07/08/2013	06/28/2013	54925	218891		0	0	0	0	10	CLEARED	2
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
09/23/2013	09/23/2013	09/18/2013	55403	225173		0	0	0	0	2	CLEARED	10
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
11/22/2013	11/22/2013	11/20/2013	55916	231163		0	0	0	0	4	CLEARED	13
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
01/21/2014	01/27/2014	01/21/2014	56362	236683		0	0	0	0	5	CLEARED	10
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
03/17/2014	03/21/2014	03/17/2014	56833	241501		0	0	0	0	2	CLEARED	13
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												
05/29/2014	06/02/2014	05/19/2014	57456	247840		0	0	0	0	24	CLEARED	24
011630-MURPHY, HESSE, TOOMEY & L SCH mshwert												

INVOICE TRACKING REPORT

TRACKING FROM: 12/01/2011 TO 12/31/2016  
 DEPT: SCH TO Sch  
 VENDOR: 011630 TO 011630

RECEIVED VENDOR	CREATED	INV DATE	INVOICE DEPT CLERK	DOC	INVT NET	DAYS AMOUNT	ENTRY INV STATUS	RELEASE	APPROVE WF	POST STATUS	CHECK	COMPLETION CHECK STATUS	
05/19/2014 011630-MURPHY, HESSE,	06/19/2014	05/19/2014	57459 TOOMEY & L SCH mshwert	250018		1,206.37	PAID	0	0	0 NONE	0	20 CLEARED	20
06/10/2014 011630-MURPHY, HESSE,	06/23/2014	06/10/2014	57708 TOOMEY & L SCH mshwert	250251		6,342.55	PAID	0	0	0 NONE	0	20 CLEARED	16
06/24/2014 011630-MURPHY, HESSE,	07/07/2014	06/24/2014	57887 TOOMEY & L SCH mshwert	251820		3,942.00	PAID	0	0	0 NONE	0	9 CLEARED	2
10/01/2014 011630-MURPHY, HESSE,	10/02/2014	09/25/2014	58583 TOOMEY & L SCH mshwert	259052		9,371.07	PAID	0	0	0 NONE	0	14 CLEARED	14
02/12/2015 011630-MURPHY, HESSE,	02/17/2015	01/23/2015	59474 TOOMEY & L SCH mshwert	270954		1,692.00	PAID	0	0	0 NONE	0	13 CLEARED	9
01/22/2015 011630-MURPHY, HESSE,	04/10/2015	11/19/2014	59013 TOOMEY & L SCH mshwert	275942		15,561.20	PAID	0	0	0 NONE	0	13 CLEARED	13