

TO: Dr. Mike Riggle

FROM: Rosanne Williamson

RE: FOIA Requests

DATE: September 9, 2015

Received From	Request	Received Request	Date Replied	Responded w/in required deadline	How response was sent
Hart, Joseph	<ul style="list-style-type: none"><li>• The names of all noncertified support staff employed in Northfield Twp HSD 225;</li><li>• Their job titles;</li><li>• Their date of hire;</li><li>• Their work building and its address;</li><li>• The number of hours they are scheduled per week (or percentage appointment);</li><li>• The number of months they are scheduled per year;</li><li>• Their collective bargaining unit status (i.e. whether or not they are covered by a collective bargaining agreement.) and, if they are in a bargaining unit, the name of the labor organization with which that unit is affiliated;</li><li>• Copies of any contracts the district has with subcontractors currently engaged in district support staff work (e.g. transportation services, food services, custodial services, etc.)</li></ul> <p><b>Revision:</b></p> <ul style="list-style-type: none"><li>• The names of all noncertified support staff employed in Northfield Twp HSD 225 excluding those already represented by an IEA affiliated local.</li><li>• Subsequent sections of the request (for job titles, date of hire, and so forth), likewise apply only to the noncertified support staff referenced above.</li></ul>	08.19.15	08.26.15	Yes	email
The responsive documents are available on line.					



Elaine Geallis <egeallis@glenbrook225.org>

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## REVISED FOIA Request: Non-Certified Staff

1 message

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**Rosanne Marie Williamson** <rwilliamson@glenbrook225.org>

Wed, Aug 26, 2015 at 12:55 PM

To: joe.hart@ieanea.org

Bcc: egeallis@glenbrook225.org

Dear Mr. Hart,

Thank you for writing to Glenbrook High School District 225 with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On 8/19/2015 we received your request for the following information:

- The names of all noncertified support staff employed in Northfield Twp HSD 225;
- Their job titles;
- Their date of hire;
- Their work building and its address;
- The number of hours they are scheduled per week (or percentage appointment);
- The number of months they are scheduled per year;
- Their collective bargaining unit status (i.e. whether or not they are covered by a collective bargaining agreement.) and, if they are in a bargaining unit, the name of the labor organization with which that unit is affiliated;
- Copies of any contracts the district has with subcontractors currently engaged in district support staff work (e.g. transportation services, food services, custodial services, etc.)

### Revision:

- The names of all noncertified support staff employed in Northfield Twp HSD 225 excluding those already represented by an IEA affiliated local.

Subsequent sections of the request (for job titles, date of hire, and so forth), likewise apply only to the noncertified support staff referenced above.

If there are no such staff in Northfield Twp HSD 225 not represented by an IEA affiliated

local, please let me know by email and you may consider the entirety of the August 19 request withdrawn.

**District response: Please see attached.**

Sincerely,

Rosanne Williamson, Ed.D.  
Secretary, Board of Education  
Assistant Superintendent for Educational Services  
Glenbrook High School District 225  
3801 West Lake Avenue  
Glenview, IL 60026

Revision to FOIA of 9:30, August 19th 2015

[Illinois Education Association](#)

August 19, 2015

Dr. Michael Riggle  
Superintendent  
Northfield Twp HSD 225  
3801 W Lake Ave  
Glenview, IL 60026 1292

Dear Dr. Riggle

It has come to my attention that you may have received another information request from IEA that partially duplicates the scope of FOIA request sent out at 9:30, August 19, 2015. To that end we are revising the first portion of the August 19<sup>th</sup> request to request:

*The names of all non-certified support staff employed in Northfield Twp HSD 225 excluding those already represented by an IEA-affiliated local.*

Subsequent sections of the request (for job titles, date of hire, and so forth), likewise apply only to the non-certified support staff referenced above.

If there are no such staff in Northfield Twp HSD 225 not represented by an IEA-affiliated local, please let me know by e-mail and you may consider the entirety of the August 19 request withdrawn.

Best regards,  
Joseph W. Hart  
Field Paraprofessional  
Illinois Education Association  
553 N North Ct #210, Palatine, IL 60067  
[847-794-5201](tel:847-794-5201)  
[joe.hart@ieanea.org](mailto:joe.hart@ieanea.org)

[Forward this email](#)

This email was sent to [mriggle@glenbrook225.org](mailto:mriggle@glenbrook225.org) by [joe.hart@ieanea.org](mailto:joe.hart@ieanea.org) | [Update Profile/Email Address](#) | Rapid removal with [SafeUnsubscribe™](#) | [About our service provider](#).

Illinois Education Association | 100 East Edwards Street | Springfield | IL | 62704

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### 5 attachments



**FOIA Report.xlsx**

25K



**Becks.pdf**

435K



**First Student.pdf**

109K



**Quest.pdf**

173K



**Xerox.pdf**

429K

BOOKSTORE OPERATING AGREEMENT BETWEEN  
NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225  
AND BECK'S BOOKSTORE

This Bookstore Operating Agreement ("Agreement") is made as of July 1, 2012 between The Board of Education of Northfield Township High School District 225 ("School") and Beck's Bookstore ("Beck's").

Intending to be legally bound for good and valuable consideration, School and Beck's agree:

1. **Stores.** Subject to all the terms and conditions in this Agreement, Beck's shall operate bookstores ("Stores") for School at the Glenbrook North High School and Glenbrook South High School campuses.
2. **Term.** This Agreement takes effect July 1, 2012, and continues, unless sooner terminated in accordance with Section 3, until June 30, 2017 "contractual term". Thereafter, unless either party notifies the other in writing at least 120 days before expiration of the initial term, or then-current renewal term, of its intention not to renew, this Agreement shall automatically renew for successive one-year renewal terms under the terms and conditions set forth in this Agreement.
3. **Early Termination.**
  - 3.1 Either party may terminate this Agreement at the end of any fiscal year (i.e. July 1 – June 30), with or without cause by giving the other party written notice at least 120 days prior to June 30<sup>th</sup>.
  - 3.2 Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by Beck's.
  - 3.3 School may terminate this Agreement immediately if Beck's initiates any bankruptcy proceeding, assignment for the benefit of creditors or other insolvency proceedings, or if any such proceeding initiated against Beck's remains unresolved for 60 days.
4. **Rights Upon Termination, Expiration or Non-Renewal.**
  - 4.1 Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
  - 4.2 On any termination, expiration or non-renewal of this Agreement, School shall purchase, or cause to be purchased, the Store inventory then on hand.
5. **General Rights and Responsibilities of Beck's.**
  - 5.1 Beck's shall operate the Stores in accordance with the highest standards and commercial practices in the Illinois Public School bookstore industry
  - 5.2 Beck's shall operate the Stores 12 months per year. The names of the Stores ("Glenbrook North Book Store" and "Glenbrook South Book Store") shall not change. The Stores' normal hours of operation and holiday closing schedule, shall be pre-approved in writing by School after consultation with Beck's; hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand.
  - 5.3 Beck's may use the School's seal, logotype, and associated trademarks and service marks and shall provide merchandise, stationary, soft goods, notebooks, pens, pencils, decals, and other goods traditionally sold in college and university bookstores to both Glenbrook High Schools

100

within a mutually beneficial scenario for the community, district, high schools, and bookstore. School will not grant such right to any other online or brick and mortar retailer during the term of this agreement.

- 5.4 In order to secure property in the Store, Beck's shall cooperate with School in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with School Security, Beck's shall create and maintain a Store security plan acceptable to School for textbook buyback, and other special events.
- 5.5 Beck's shall not cause School's students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with School. (SCHOOL SHALL PROVIDE BECK'S WITH COPIES OF APPLICABLE PROCEDURES AND POLICIES IN THE EVENT SUCH ACTION IS REQUIRED)
- 5.6 In its operation of the Store, Beck's shall pay its bona fide financial obligations to School and to third parties in a timely manner.
- 5.7 Beck's shall be solely responsible for and shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Beck's shall not be responsible for real property taxes on the Store facility.
- 5.8 Beck's shall be solely responsible and shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.
- 5.9 Beck's shall abide, and require its employees to abide, by applicable School regulations and policies. School shall provide Beck's with copies of applicable policies.
- 5.10 Beck's shall abide by all federal, state and local laws applicable to its operation and this agreement.
- 5.11 In performing this Agreement, Beck's shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.
- 5.12 Beck's shall be responsible for any loss or damage to property owned by School that is in Beck's possession or control (AND) is cause by (THE NEGLIGENT ACTS OF ) Beck's or its employees or agents at any time during the term of this Agreement or any extensions.
- 5.13 Beck's will make its corporate representatives reasonably available to School to discuss and resolve any operational issues.
- 5.14 Beck's shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to School-provided receptacles.
- 5.15 Beck's will provide various Bursar functions to include the following:
  - Collection of course, materials and related fees at the start of, or during, the academic year.
  - Collection of various fees and revenues throughout the academic year including but not limited to fund raising, ticket sales, and field trips.
  - Disbursement of "spirit-ware" to Glenbrook staff, inventory to be purchased, received and stored by the district.
  - Such other services as determined by mutual agreement between Beck's and School.

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The procedure for the collection of course, materials and related fees at the start of the academic year are as follows:

- All fees will be recorded through the School's POS system. Beck's will deposit the fees in the School's account via a courier service provided by the district and provide School a complete accounting of the fees that were collected.
- School shall be solely responsible for the collection of sums under returned checks to the extent said checks cover fees.

The procedure for the collection of course, materials and related fees throughout the academic year are as follows:

- All fees and revenues will be processed through the School's CAM system. Checks will be made payable to the School.
- The fees and revenues will be stored in bank deposit bags. The various groups and organizations will designate a representative to collect the money. That individual will verify the total funds with a designated bookstore employee and prepare a School account deposit slip. The funds will then be deposited by bookstore Personnel via the courier service.

6. **General Rights and Responsibilities of School.**

- 6.1 School will provide and maintain an appropriate, safe and habitable location including appropriate temporary space at each campus for the fall book sale, in accordance with all applicable laws and regulations, in retail-ready condition. School shall be responsible for furnishing appropriate decorating, fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC (but not trade fixtures and business equipment, which shall be furnished by Beck's.) School shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service, School shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. If the School relocates all or any part of the Store operations, School will provide Beck's with at least 90 days advance notice of the relocation and will reimburse Beck's, within 30 days after Beck's invoice, for Beck's asked out-of-pocket cost of the relocation.
- 6.2 The Assistant Superintendent of Business Affairs, or designee, shall advise Beck's of School's approvals, consents and instructions required under this Agreement.
- 6.3 School may, on its sole discretion, prohibit sale at the Store of any item it finds offensive or inappropriate.
- 6.4 If at any time School is dissatisfied with Beck's performance under this Agreement, School shall document the unsatisfactory performance and submit the documentation to Beck's for immediate review and corrective action. School may require a review meeting to prepare the corrective action. (BECKS' SHALL BE GIVEN 10 DAYS TO PREPARE AND PRESENT A CORRECTIVE ACTION PLAN PRIOR TO ANY FURTHER ACTION TAKEN BY THE SCHOOL.)
- 6.5 School shall provide the following services to the Store in accordance with School's building standards at no cost to Beck's:

KOP

- a) Security of persons and property in the same manner provided for other School premises;
- b) Internal and external building maintenance, including, but not limited to, plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows and doors;
- c) Pest control services on the regular School schedule;
- d) Lost and found service as regularly provided by School;
- e) Parking for Beck's employees in common with other authorized parkers in a location approved and provided by School (Beck's employees must abide by all applicable parking regulations);
- f) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by School to its students or to local merchants; Beck's shall not charge more as a service charge than that being paid by the District as its service charge.
- g) Local telephone/data service including all equipment and lines (telephone toll charges to be charged to Beck's at the billed rate for long distance calls only);
- h) Reasonable access to School's telecommunications and network systems as required to install T1 lines and associated connectivity for Beck's point-of-sale systems.
- i) Building standard utilities.

6.6 School will require its faculty and staff to provide Beck's with timely and accurate textbook adoption information. Beck's will not substitute other editions of textbooks without District approval.

6.7 Beck's will extend credit to School for financial aid and departmental charge accounts in accordance with the terms set forth in Beck's standard credit application. School will furnish to Beck's all required information and will pay all accounts within 30 days of invoice, or will pay applicable late charges as provided in the credit application.

7. **Bookstore Personnel.**

7.1 Beck's will furnish sufficient adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. In addition, Beck's will provide ongoing training in customer service.

7.2 School may participate in interviewing and evaluation of Beck's Store Manager and staff. Beck's selection of the Store Manager and staff are subject to School's approval.

7.3 All Beck's employees shall undergo criminal background checks as required by Illinois law. ] School should have the reasonably exercised right to disapprove, or require Beck's to remove any employee which the School believes is unfit for employment in the Stores or whose conduct is detrimental to the school environment.

8. **Bookstore Stock and Sales.**

8.1. Beck's shall purchase ~~from School~~ all salable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, and general merchandise.

During the transition, Beck's will at its sole discretion purchase ("ANY") inventory and merchandise available from the current operator. Becks will not be forced to purchase ("ANY") stock and or excess inventory during the transition.

- a) New Textbooks
  - 1. Beck's will purchase new textbooks adopted for the next academic term in

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quantities not exceeding course requirements at standard industry discounts or cost. New textbooks purchased that are dropped by the School prior to their intended use and are not returnable to the publisher to the extent not otherwise sold by Beck's will be charged back to the School.

2. Beck's will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

b) Used Textbooks

1. Beck's will purchase used textbooks adopted for the next academic term in quantities not exceeding course requirements at 50% of the current retail selling price. Used textbooks purchased that are dropped by the School prior to their intended use and are not returnable to the wholesaler to the extent otherwise sold by Beck's will be charged back to School.
2. Beck's will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

8.2 In operating the Store, Beck's will charge industry standard, competitive and fair prices, as follows:

- a) On new textbooks, not more than the publishers' list price, and cost of trade books or a 15% mark-up (cost multiplied by 1.15 inclusive of restocking fees and return penalties) on net price books and list price books sold to Beck's at less than a 15% discount off list, (inclusive of restocking fees and return penalties) plus a freight pass through.

8.3 Beck's will expeditiously process text requests placed after the adoption deadline.

8.4 Beck's shall purchase used textbooks year round as follows:

- Beck's shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the customer's purchase price.
- Beck's shall purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices.

Only with written district approval will Beck's purchase students used books for a designated course at the 50% buyback price for those books that exceed inventory needs for a course. For example, if a class has currently 200 students and only 50 students are registered to take that same course next term, Beck's will need written instructions to pay the 50% buyback price for more copies than the needed amount to fulfill bookstore stock. The additional books bought back will then be charged to the district at the price paid to the student.

8.5 Beck's will accept returns in accordance with the following policies:

- a) Non-textbook items in resalable condition may be refunded or exchanged within fifteen days (15) with original receipt.
- b) Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during summer term.

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- c) Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
- d) Computer software may be returned if it is unopened and shrink-wrapped within seven (7) days .
- e) In addition, upon proof of drop/add, Beck's will accept textbook returns and refund the full cost paid by the students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first. Textbook returns will be refunded provided the book is in the same condition as when it was purchased.

8.6 In operating the Store, Beck's shall accept as a minimum, MasterCard and Visa, charge cards. Beck's will pay all merchant charges associated with acceptance of these credit cards.

8.7 Beck's will keep complete and accurate records of all Stores transactions in accordance with industry accounting practices and will provide a statement of Stores gross revenue to School monthly for the preceding period. Beck's will preserve records of store operations for 3 years from the transaction date, or for such longer period as required by law, and will make them available for review, audit and verification by School at the Store upon request on reasonable advance notice during ordinary business hours other than during Store "rush" periods.

8.8 All electronic course materials adopted by District 225 instructors, department heads, teachers, and approved by the board will be marketed for sale solely through the bookstore and or bookstore website as long as Beck's is able to acquire the materials. No other entity including publishers, wholesalers, distributors and or commercial retailer or e-retailer will have the opportunity to sell electronic materials directly to the students of the Glenbrook High Schools.

8.9 Beck's will assist in the annual process of generating a list of required textbooks, prices and ISBNs by course for a summer mailing.

9. **Administrative Fee.**

9.1 School shall pay Beck's an Administrative Fee in an annual amount equal to the sum of \$96,000. If technological/competitive changes dramatically impact store sales Beck's will receive additional assistance via an Administrative Fee increase to ("ENSURE") the service level is kept at an appropriate level at both High Schools.

9.2 School shall pay the Administrative Fee quarterly, twenty days after the end of each quarter. Beck's shall invoice the School.

10. **Insurance.**

10. I During the term of this Agreement, Beck's shall keep in force, at its own expense, at least the following insurance:

- a) Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations;
- b) Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
- c) Worker's Compensation insurance having limits not less than those required by applicable statute; waiver of subrogation required.
- d) Employer's Liability in the amount of at least \$1,000,000.

- e) Excess or Umbrella Liability in the amount of at least \$2,000,000.
- 10.2 School, its Board member affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under the above policies.
- 10.3 As a condition precedent to School's obligations under this Agreement, Beck's shall furnish industry standard Certificate(s) of Liability Insurance to School showing the coverage required by this Section and ("NAMING") showing the School and others as additional insured as required by Section 6.2. before Beck's takes possession of the Store, whichever is earlier. The Certificate(s) shall provide that the issuing company will mail written notice to the Certificate Holder (School) within 30 days in the event of any policy cancellation or termination.
- 10.4 School will notify Beck's of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.
- 10.5 If School causes any work to be performed by a third party on the building housing the Store, then School will provide Beck's an industry standard Certificate of Liability Insurance from the third party's insurance company(ies) showing Beck's as an additional insured under the third party's Commercial General Liability policy and Business Automobile Liability policy. Both policies shall show combined single limits of \$1,000,000 per occurrence.
11. **Indemnification.**
- 11.1 Beck's shall defend, indemnify and hold harmless School, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including costs, expenses and reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to School's property); or (ii) injury to or death of any person (including but not limited to any employee of School); which results from or arises out of negligent or willful acts or omissions of Beck's, its officers, agents and employees, in the performance of this Agreement.
- 11.2 To the extent permitted by applicable law, School shall defend, indemnify and hold harmless Beck's, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Beck's property); or (ii) injury to or death of any person (including but not limited to any employee of Beck's); which results from or arises out of negligent or willful acts or omissions of School, its officers, agents or employees, in the performance of this Agreement.
12. **Independent Contractor Status.** The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf.
13. **Nonassignability.** Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.
14. **Notice.** Notices required or permitted by this Agreement shall be deemed given when

received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To School:

Assistant Superintendent of Finance  
Glenbrook High School District 225  
3801 W. Lake Avenue  
Glenview, Illinois 60026

To Beck's:

Linda Olson  
President  
4520 N. Broadway  
Chicago, Illinois 60640

15. **Severability.** If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.
16. **Integrated Agreement.** This Agreement: (i) is the sole expression of the understanding of the parties with respect to operation of the Store, (ii) supersedes all prior statements and agreements with respect thereto, and (iii) may not be modified, amended or waived except in writing signed by both Parties.
17. **Applicable Law.** This Agreement shall be governed exclusively in accordance with the laws of the State of Illinois.
18. **Value.** In the event of legal action to enforce the terms of this Agreement, venue shall only be proper in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois.
19. **Rule of Construction.** The Parties agree that they have each had the opportunity to have this Agreement reviewed by counsel of their choosing; therefore the general rule that ambiguities are construed against the drafter shall not apply.
20. **Prevailing Party.** In the event litigation is commenced for enforcement of this agreement, the losing party shall pay all costs, expenses and reasonable attorney fees covered by the prevailing party in such litigation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

BECK'S BOOKSTORE

BOARD of EDUCATION of  
NORTHFIELD TOWNSHIP HIGH  
SCHOOL DISTRICT 225

By: Beck's Book Store

By: Northfield Township High School D2

Name: Linda Olson

Name: Kimberly Ptak / Kimberly Ptak

Title: Marketing + Development

Title: Director of Operations

Date: 3-8-12

Date: 3-9-12

## PUPIL TRANSPORTATION SERVICES AGREEMENT

IT IS HEREBY AGREED on this 7<sup>th</sup> day of February, 2011, by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225, (hereinafter referred to as the "BOARD") and FIRST STUDENT, INC. (hereinafter referred to as "CONTRACTOR"), that CONTRACTOR shall provide PUPIL TRANSPORTATION services with the following understandings:

1. All terms, conditions, and provisions set forth in the bid specifications, bid instructions, and in the bid submitted by the CONTRACTOR, are incorporated herein by reference and said documents are attached hereto as Exhibit A.

2. This contract shall begin on July 1, 2011 and terminate on June 30, 2014. Contract may be extended, if mutually agreed, for an additional two years.

3. In executing this Agreement, CONTRACTOR represents and warrants as follows:

a) CONTRACTOR is solely responsible for payment, according to law, of all income taxes and other required withholding for CONTRACTOR and his/her/its employees;

b) No workers compensation insurance or unemployment insurance shall be obtained by the BOARD concerning the CONTRACTOR, or employees of the CONTRACTOR. Said coverage, to the extent required by law, shall be provided by the CONTRACTOR.

c) CONTRACTOR has complied with all federal, state, and local laws regarding business permits, certificates, taxes, and licenses that may be required to carry out the work to be performed under this Agreement. It is expressly understood that the BOARD enters this Agreement on the express understanding that the CONTRACTOR possesses and will maintain throughout the term of this Agreement the certificate(s) and/or appropriate professional credentials required of the service to be performed hereunder. Proof of required certifications will be provided to the BOARD upon request. Failure to have or maintain the certificate(s) required hereunder is cause for immediate termination;

d) CONTRACTOR is in full compliance with the Illinois Preference Act and the Illinois Prevailing Wage Act, where applicable;

e) CONTRACTOR (employing 25 or more employees) is in full compliance with the Illinois Drug Free Workplace Act, as applicable;

f) CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, citizenship status, age, sex, marital status, order of protection status, disability, or military services; and

g) CONTRACTOR has a written sexual harassment policy in compliance with the requirements of the Illinois Human Rights Act (775 ILCS 5/2-105(A)), if applicable.

4. CONTRACTOR shall invoice the BOARD monthly. All invoiced amounts are due and payable by the BOARD in accordance with the Local Governmental Prompt Payment Act, 50 ILCS 505/1 et seq.

5. The CONTRACTOR is solely responsible for payment, according to law, of all federal, state or local income taxes and other required withholdings for CONTRACTOR'S employees.

6. This Agreement may be terminated by either party if the other party is in breach of any material provisions of this Agreement, but only after written notice of default and an opportunity to cure said default has been provided. A party shall have fourteen (14) days after receiving written notification of default in which to cure the identified default.

Either party may terminate this Agreement, without cause, upon 30 day prior written notice to the other party of the intent to terminate without cause. The parties shall deal with each other in good faith during the (30) day notice period.

In the event this Agreement is terminated, the BOARD shall pay CONTRACTOR for services provided up to the date of termination.

7. Any notices required to be given pursuant to this Agreement shall be addressed to the following and sent via first class United States mail, return receipt requested, or via facsimile:

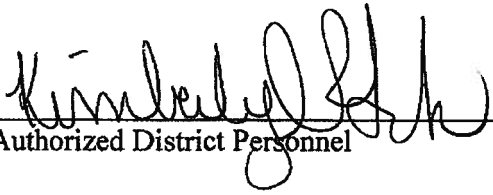
<p>To the BOARD:</p> <p>Kimberly Ptak Director of Operations and Purchasing Glenbrook High School District 225 3801 W. Lake Avenue Glenview, IL 60026 FAX: (847)486-4734</p>	<p>To the CONTRACTOR:</p> <p>Name: First Student, Inc. Address: 1823 Centre Point Circle, Suite A City/State/Zip: Naperville, Illinois 60563 Fax: 630-596-4416</p>
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8. CONTRACTOR may not assign this Agreement without prior written agreement by the BOARD.

9. Each of the parties and their successors and assigns shall, and hereby covenant to, and indemnify and hold harmless, the other and the agents, officers, representatives, successors, and assigns of each at all times from and after the date of this Agreement and in respect to any damages insofar as such damages arise out of, are based upon, or result from the performance of this Agreement.

10. This Agreement may be amended or modified only by a written instrument signed by both parties.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

  
Authorized District Personnel

  
First Student

THE  
**GLENBROOK**  
**HIGH SCHOOLS**

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Northfield Township High School District 225  
**1835 LANDWEHR ROAD**  
**GLENVIEW, ILLINOIS 60025-1289**  
**PHONE: (847) 998-6100**  
**FAX: (847) 486-4734**

**June 1, 2011**

**Quest Food Management Services, Inc.**  
**1900 S. Highland**  
**Lombard, IL 60148**  
**Attention: Mike McTaggart**

**Letter of Understanding**

Mike;

This letter is intended to memorialize our mutual understanding of the food services contract extension between Glenbrook High School District #225 ("the district") and Quest Food Management Services, Inc. ("Quest") for the five-year period beginning July 1, 2011 and ending June 30, 2016 with an option to renew for an additional five, 1- year periods.

This agreement will supersede the existing food services contract entered into on June 1, 2006 and the Letter of Understanding dated July 1, 2007. Quest will pay up to \$15,000 per year of the actual free and reduced breakfast program expense.

If the aforementioned terms meet with your approval, please sign the three originals and return them to my attention at 3801 W. Lake Ave, Glenview, IL 60026. I will sign each copy and return the original to you.

Sincerely,



Kimberly L. Ptak  
Director of Operations

Accepted by:



Mike McTaggart, President  
Quest Food Management Services



THE  
**GLENBROOK  
HIGH SCHOOLS**

Northfield Township High School District 225  
1835 LANDWEHR ROAD  
GLENVIEW, ILLINOIS 60025-1289  
PHONE: (847) 998-6100  
FAX: (847) 486-4734

July 1, 2007

**Quest Food Management Services, Inc.**  
1900 S. Highland  
Lombard, IL 60148  
Attention: Mike McTaggart

**Letter of Understanding**

Mike;

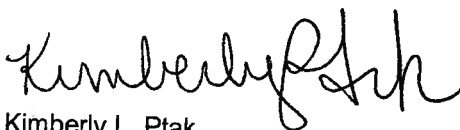
This letter is intended to memorialize our mutual understanding of the rent-based food services agreement between Glenbrook High School District #225 ("the district") and Quest Food Management Services, Inc. ("Quest") for the five-year period beginning July 1, 2007 and ending June 30, 2012 with an option to renew for an additional five year period.

This agreement will supersede the existing food services contract entered into on June 1, 2006. All terms and conditions of the original contract will remain the same, however, according to our new agreement, Quest will return 9% of sales to the district for the 2007-2008 school year and 10% of sales for each year thereafter.

All price increases and changes in staffing levels must be approved by the district prior to going into effect. In addition, should the district not renew or extend the contract, the district agrees not to hire Quest Management Personnel without written permission from Mike McTaggart, president of Quest Food Management Services.

If the aforementioned terms meet with your approval, please sign the three originals and return them to my attention at 1835 Landwehr Road, Glenview, IL 60026. I will sign each copy and return the original to you.

Sincerely,



Kimberly L. Ptak  
Director of Operations

Accepted by:



Mike McTaggart, President  
Quest Food Management Services

## FOOD SERVICES AGREEMENT

IT IS HEREBY AGREED on this 1<sup>st</sup> day of June, 2006, by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225, (hereinafter referred to as the "BOARD") and [QUEST FOOD MANAGEMENT SERVICES] (hereinafter referred to as "CONTRACTOR"), that CONTRACTOR shall provide food service services with the following understandings:

1. All terms, conditions, and provisions set forth in the bid specifications, bid instructions, and in the bid submitted by the CONTRACTOR, are incorporated herein by reference and said documents are attached hereto as Exhibit A.
2. This contract shall begin on July 1, 2006 and terminate on June 30, 2011. If mutually agreed by both parties, the contract may be extended for an additional five years.
3. In executing this Agreement, CONTRACTOR represents and warrants as follows:
  - a) CONTRACTOR is solely responsible for payment, according to law, of all income taxes and other required withholding for CONTRACTOR and his/her/its employees;
  - b) No workers compensation insurance or unemployment insurance shall be obtained by the BOARD concerning the CONTRACTOR, or employees of the CONTRACTOR. Said coverage, to the extent required by law, shall be provided by the CONTRACTOR.
  - c) CONTRACTOR has complied with all federal, state, and local laws regarding business permits, certificates, taxes, and licenses that may be required to carry out the work to be performed under this Agreement. It is expressly understood that the BOARD enters this Agreement on the express understanding that the CONTRACTOR possesses and will maintain throughout the term of this Agreement the certificate(s) and/or appropriate professional credentials required of the service to be performed hereunder. Proof of required certifications will be provided to the BOARD upon request. Failure to have or maintain the certificate(s) required hereunder is cause for immediate termination;
  - d) Upon execution of this Agreement, the CONTRACTOR will provide the BOARD with permission from his/her/its employees for the BOARD to perform Illinois State Police Criminal History Background Investigations on all persons who will have direct contact with students and staff. Unless waived by the BOARD, the CONTRACTOR shall reimburse the BOARD for the costs of the criminal background investigation;
  - e) CONTRACTOR is in full compliance with the Illinois Preference Act and the Illinois Prevailing Wage Act, where applicable;
  - f) CONTRACTOR (employing 25 or more employees) is in full compliance with the Illinois Drug Free Workplace Act, as applicable;
  - g) CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, citizenship

status, age, sex, marital status, order of protection status, disability, or military services; and

h) CONTRACTOR has a written sexual harassment policy in compliance with the requirements of the Illinois Human Rights Act (775 ILCS 5/2-105(A)), if applicable.

4. CONTRACTOR shall invoice the BOARD monthly. All invoiced amounts are due and payable by the BOARD in accordance with the Local Governmental Prompt Payment Act, 50 ILCS 505/1 et seq.

5. The CONTRACTOR is solely responsible for payment, according to law, of all federal, state or local income taxes and other required withholdings for CONTRACTOR'S employees.

6. This Agreement may be terminated by either party if the other party is in breach of any material provisions of this Agreement, but only after written notice of default and an opportunity to cure said default has been provided. A party shall have fourteen (14) days after receiving written notification of default in which to cure the identified default.

Either party may terminate this Agreement for the next term, without cause, by giving the other party notice on or before March 1 of the current term.

In the event this Agreement is terminated, the BOARD shall pay CONTRACTOR for services provided up to the date of termination.

7. Any notices required to be given pursuant to this Agreement shall be addressed to the following and sent via first class United States mail, return receipt requested, or via facsimile:

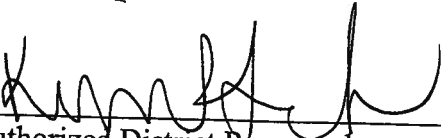
<p>To the BOARD:</p> <p>Kimberly Ptak Director of Operations and Purchasing Glenbrook High School District 225 3801 W. Lake Avenue Glenview, IL 60026 FAX: (847)486-4734</p>	<p>To the CONTRACTOR:</p> <p>Name: <u>Quest Food Management</u></p> <p>Address: <u>2500 S. Highland</u></p> <p>City/State/Zip: <u>Lombard, IL</u></p> <p>Fax Number: <u>60148</u></p>
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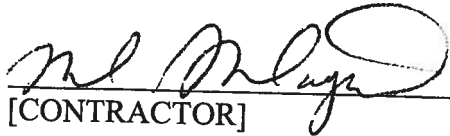
8. CONTRACTOR may not assign this Agreement without prior written agreement by the BOARD.

9. Each of the parties and their successors and assigns shall, and hereby covenant to, and indemnify and hold harmless, the other and the agents, officers, representatives, successors, and assigns of each at all times from and after the date of this Agreement and in respect to any damages insofar as such damages arise out of, are based upon, or result from the performance of this Agreement.

10. This Agreement may be amended or modified only by a written instrument signed by both parties.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

  
\_\_\_\_\_  
Authorized District Personnel

  
\_\_\_\_\_  
[CONTRACTOR]

Mail, Distribution and Fulfillment Services SOW  
Service Information

**Service Description**

Mail, Distribution, and Fulfillment Services is a Xerox service offering providing the client with managed capabilities that include Mail Center and fax distribution, shipping and receiving, and document kitting and fulfillment. In a mail center operations assessment, Xerox analyzes the current customer operation to rank potential savings opportunities in the office and production mail functions such as labor, postage, and air express. Xerox then applies technology and business process change, while managing equipment, maintenance, supplies, and human resources, to deliver value and improve productivity. Office mail services typically include incoming, internal, and outgoing postal and express mail, fax distribution, and shipping and receiving. Production mail services typically include high volume inserting, presorting, bar-coding, labeling, and kit fulfillment.

**NOTE: X-RAY SERVICES ARE NO LONGER PROVIDED DIRECTLY BY XEROX, BUT CAN BE PROVIDED BY A 3<sup>RD</sup> PARTY UNDER A DIRECTLY CONTRACTING WITH THE CLIENT. XEROX WILL NOT MANAGE THE 3<sup>RD</sup> PARTY AS A SUBCONTRACTOR TO XEROX.**

**Note:** The service description described here assumes a full implementation of the service. Some capabilities are optional. Optional capabilities that are not selected by the client will not be provided as part of the service.

**NOTE - DISCARD THIS SERVICE INFORMATION SHEET PRIOR TO PRESENTING THE SOW TO THE CUSTOMER. IT IS NOT PART OF THE SOW AND IS NOT TO BE GIVEN TO THE CUSTOMER.**

## Mail, Distribution and Fulfillment Services SOW

### Instruction Sheet

#### FORM PURPOSE:

The Statement of Work (SOW) is the document that Xerox uses to establish the deliverables for the value-add services for Managed Services contracts. The SOW defines the key activities that Xerox will do as part of the contracted Service and the extent to which these activities will be done. It also defines the specific objective criteria, known as Standards of Performance (SOPs), that will be used to measure Xerox's performance. Although our consistent failure to perform any of the defined activities in the SOW would need to be addressed, failure to meet the SOPs would constitute a serious contractual breach and must be corrected in order to avoid the cancellation of the contract for cause.

The definition of the activities in the SOW is called the Scope of the service, and the extent is called the Scale. Each row of the SOW table is a Scope component. The description of the Scope component is contained in the Work Process Descriptions column on the left side of the SOW table. The description of the Scale is contained in the Service Configuration Parameters column on the right side of the SOW table. The Scale of each component is described by populating the fill-in fields in the Service Configuration Parameters column.

Most of our service offerings have predefined Scope and Scale definitions and SOPs contained within the SOW template. Some of these are expected to normally be included with every solution containing the service; others are optional and depend upon customer need and preference. The Scope and Scale elements are configured to meet customer requirements and approved and validated in Deal Review.

#### GENERAL INSTRUCTIONS:

1. The Scope components should always be stated in clear, concise, and clearly deliverable terms, to avoid ambiguity.
2. The SOW should never include any contract terms or conditions. They cannot contain any material uncertainties, including any performance penalties or credits of any type. That would pose a risk to the "collectability" of the monthly charge for the equipment and/or value-add service.
3. The Scope components, Scale factors, and SOPs, together, should form the basis for determining the required resource levels for labor and equipment.
4. The Scope, Scale, and SOPs should be reviewed and agreed to by Services Ops, through the Deal Review process. This is the group responsible for meeting the deliverables that are detailed within the SOW.
5. Changes to the equipment configuration and/or value-add labor could have an effect on the SOW's defined Scope and Scale, and the possible impact on them should be assessed with each such change. Modifications to the SOWs should be made, as appropriate, as part of the Change Order or amendment process.
6. All services selected on the SOA or SCO must have components that support them contained within the SOW.
7. All SOW components that are included within the SOW are part of the contracted service. Any predefined Scope component that is not part of the contracted service must be deleted from the SOW prior to customer review and contract signature. To delete a component, delete the entire row from the table, but **do not renumber** the Service Market Codes.
8. The final contract SOW must not contain any blank rows. These should all be deleted from the table before the contract is given to the customer for review and signature.
9. All relevant Scale factors must be completed prior to customer signature. No Scale factors should be left blank.
10. Additional SOW components may be added to the SOW in the Other section. Do not significantly change the predefined Scope elements. They are market coded, so their general definition must be maintained. Minor changes to the Scope elements are permissible. Absolutely no changes to the Service Market Codes are permissible.

#### FILL-IN INSTRUCTIONS

- Fill-in the contract # and the effective date in the Page Header. To do this, select **View** from the Word toolbar, and then select **Header and Footer** from the submenu. Enter the contract # and the effective date and then select **Close** from the Header and Footer submenu.
- Enter the name of the Service in the space provided. If this is a predefined SOW, then the Service name already appears.
- Review each predefined Scope component. If it is to be included in the contracted service, then edit it as necessary and complete the Scale factors appropriately. If it is not to be included, then select **Table** from the Word toolbar, and then select **Select Row**. Then select **Table** again from the Word toolbar, and then select **Delete Row** from the submenu.
- Add additional Scope components, as necessary, in the Other section towards the end of the table. Use the TAB key at the end of the last row in the Other section to add additional rows to that section.

**NOTE - DISCARD THIS INSTRUCTION SHEET PRIOR TO PRESENTING THE SOW TO THE CUSTOMER. IT IS NOT PART OF THE SOW AND IS NOT TO BE GIVEN TO THE CUSTOMER.**

# Statement of Work Addendum



Agreement # 7135702-001

Services Defined As Of: July 1 2013

Service(s) Provided: **Mail Distribution and Fulfillment**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Mail Center Operations Assessment</b></p> <p>Through a mail center operations assessment, Xerox reviews and analyzes existing mail center operations to identify process improvements leading to greater efficiencies and levels of services, as well as cost reduction opportunities. The assessment process consists of two steps: a mail center analysis phase which details the current state and a mail center process optimization phase which details recommendations for process improvement and cost reduction.</p> <p><b>Mail Center Analysis</b></p> <p>Xerox performs an analysis of the people, operations, systems and procedures in each mail center to document the current state of mail center operations. Based on detail provided by the customer or through site inspection by Xerox personnel, a report detailing the methodology associated with current operations and current costs is provided for the customer to review. From this analysis, a solution may be developed to meet the client's objectives. Xerox typically examines the following in an analysis:</p> <ul style="list-style-type: none"> <li>• The types and volume of incoming mail and other items received from "the outside" and internally.</li> <li>• The types and volume of outgoing mail (see USPS outgoing mail below) in bulk and separate pieces, the methods sent (USPS, overnight mail, presort company, re-mailers, couriers, etc.), the costs, charge-backs, security, accountability, special handling and discounts.</li> <li>• The tasks needed in relation to the volume and type of mail and other items handled to meet user needs.</li> <li>• The number of people for the tasks, their qualifications, duties, work schedules and the quality and efficiency of their work.</li> <li>• The processing methods, including equipment and costs.</li> <li>• The distribution methods and efficiency, including conveyance equipment, routed time schedule and mail depositories.</li> <li>• End user requests of exceptional nature.</li> <li>• The level of cooperation of end users, their understanding of mail services procedures and any training that may be required.</li> <li>• Conflicts in departmental responsibilities.</li> <li>• Mail center location, space consideration and utilization design.</li> <li>• Mail flow and work efficiency.</li> <li>• Management, record keeping, cost containment, cost savings and charge-back methods.</li> </ul>		<p><b>MS-100</b></p>

Requests for services above these contracted service levels will be subject to equipment/resource availability. This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3<sup>rd</sup> parties.

<sup>1</sup> The Service Market Code is for Xerox internal use purposes only

# Statement of Work Addendum



**Agreement # 7135702-001**  
 Services Defined As Of: July 1 2013

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Mail Center Process Optimization</b></p> <p>Based on the Mail Center Analysis, Xerox provides a report recommending leading-edge technology alternatives to improve efficiency and simplify processes. Recommendations typically address :</p> <ul style="list-style-type: none"> <li>• Introduction of operations and policies and procedures manuals.</li> <li>• Optimizing Mail Center layouts for improved workflow.</li> <li>• Retrieval, sorting and delivery methods for incoming USPS mail, including research of unidentified mail.</li> <li>• Distribution methods for internal mail, incorporating a “sort on the run” approach to maximize the efficiency of mail distribution, and “day cards” to alert staff of the last pick up of the day.</li> <li>• Processing methods for outgoing USPS mail, using “state of the art” mail equipment and a method of presorting and bar-coding to reduce postage costs by as much as 20%.</li> <li>• Paper stock selection recommendations to reduce overall mailing weight, impacting postage costs.</li> <li>• Optimal use of USPS standard class, automated rates to reduce costs.</li> <li>• Management of departmental charge-back system for postage and air express.</li> <li>• Management of incoming and outgoing air express requirements, including rate shopping of domestic and international air express to decrease shipping costs by as much as 20%, and the introduction of automated tracking systems to provide a “closed loop” of accountability.</li> <li>• Management of incoming and outgoing accountable mail, including the introduction of automated tracking systems.</li> <li>• Management of courier services between company locations.</li> <li>• Management of cross-training between Mail Center functions.</li> <li>• Integration of fax / scan / e-mail technologies to improve mail services delivery.</li> <li>• Document redesign recommendations for process improvement and savings</li> <li>• Optimization of the sort scheme design to reduce the number of times that a piece of mail must be handled.</li> <li>• Proactively managing the amount of “Standard Mail” that needs to be sorted and distributed.</li> <li>• Implementation of performance standards and measurement programs.</li> </ul>		

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
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# Statement of Work Addendum



**Agreement # 7135702-001**  
 Services Defined As Of: July 1 2013

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Standard Incoming &amp; Outgoing USPS and Express Mail Services</b></p> <p>Xerox manages all incoming and outgoing US Postal Service mail and Express Mail. Xerox implements optimized processes to meet the client's requirements as contracted.</p> <p>Standard Mail Services do not include opening mail or packages. Please see the service component entitled "Opening Incoming Mail, Packages, and Courier Deliveries" for details on this capability.</p> <p><b>Incoming Mail</b></p> <ul style="list-style-type: none"> <li>Inbound mail is sorted to cart in delivery sequence by product and priority:                             <ul style="list-style-type: none"> <li>First class (letters and flats)</li> <li>USPS Accountable (Certified, Registered) Parcels</li> <li>Standard mail</li> <li>Look up mail / Quality mail</li> </ul> </li> <li>Mail volumes are recorded by container type.</li> </ul> <p><b>Incoming Air Express Mail</b></p> <ul style="list-style-type: none"> <li>Record accountable mail information in a log: citing date, product type, bar code identifier, recipient name, and time.</li> <li>Sort mail by delivery sequence and prepare for distribution on scheduled delivery runs.</li> <li>Deliver express mail on demand if explicitly required by client.</li> </ul> <p><b>Mail Distribution</b></p> <ul style="list-style-type: none"> <li>Deliver and pick up mail at all internal delivery locations.</li> <li>Retrieve outgoing mail on scheduled mail runs.</li> </ul> <p><b>Outbound USPS Mail</b></p> <ul style="list-style-type: none"> <li>Outbound mail delivered to mail-center metering area.</li> <li>Outbound mail sorted by product, category, weight, size, and international.</li> <li>Quality checks performed for outbound mail</li> </ul>	<p><b>General (each location)</b></p> <ul style="list-style-type: none"> <li>Employee population served at location 400</li> <li>Days of operation Monday thru Friday</li> <li>Hours of operation 7:00 AM – 3:30 PM</li> <li>Holiday staffing requirement None</li> <li>Description of unusual peak processing periods: Start and end of school semester/year.</li> </ul> <p><b>Physical</b></p> <ul style="list-style-type: none"> <li>Number of floors served in all buildings: 2</li> <li>Number of buildings served 5</li> <li>Maximum distance between buildings served 2 miles</li> <li>Frequency of delivery: 1 per day</li> <li>Number of mail stops serviced 5</li> <li>Total square footage in Mail Center 200</li> </ul> <p><b>Incoming Mail</b></p> <ul style="list-style-type: none"> <li>Average USPS volume envelopes 1,000 per day</li> <li>Average USPS volume flats 25 per Day</li> <li>Time of USPS Delivery 10:00 AM</li> <li>Percent of Total Mail that is picked up at post office: None</li> <li>Service used to pick up mail at Post Office (Xerox, Other, None): None</li> <li>Are post office boxes or locked boxes used? (Y/N) N</li> </ul>	<p><b>MS-200</b></p>

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<sup>1</sup> The Service Market Code is for Xerox internal use purposes only

# Statement of Work Addendum



**Agreement # 7135702-001**  
**Services Defined As Of: July 1 2013**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p>including proper address, envelope integrity and proper seal.</p> <ul style="list-style-type: none"> <li>• Meter mail by postal classifications.</li> <li>• Place posted mail in appropriate containers.</li> <li>• Record mail volumes and postage at the end of the day.</li> <li>• Stage mail for pick up by USPS or delivery to USPS.</li> </ul> <p><b>Outgoing Air Express Mail</b></p> <ul style="list-style-type: none"> <li>• Collect outgoing air express mail on mail collection runs.</li> <li>• Express mail separated by type: (e.g. Airborne, FedEx, Other vendors).</li> <li>• Perform quality checks on shipments.</li> <li>• Process shipments.</li> <li>• Stage shipments in vendor pick up area for pick up.</li> <li>• Record volumes by vendor.</li> </ul> <p><b>Local Delivery Services</b></p> <ul style="list-style-type: none"> <li>• Manage and track packages distributed through local delivery services.</li> </ul> <p><b>Problem Resolution</b></p> <ul style="list-style-type: none"> <li>• Trace and resolve mail problems with USPS, express, and local delivery services.</li> </ul>		
<p><b>Other</b></p>		<p><b>MS-A1</b></p>

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# Statement of Work Addendum



**Agreement # 7135702-001**  
Services Defined As Of: July 1 2013

## **Management Services**

The following Management Services are included as part of the Services to be provided pursuant to this Agreement.

### **Account Configuration**

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

### **Human Resources – Staffing, Recruiting, and Development**

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

### **Materials Management**

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

### **Account Marketing**

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

### **Equipment Service**

Xerox manages and performs equipment service as contracted.

### **Technology Support**

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

### **Technology Management**

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

### **Operations Management**

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

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# Statement of Work Addendum



## Agreement # 7135702-001

Services Defined As Of: July 1 2013

### Standards of Performance

#### Definitions:

1. **Timeliness:** The duration between the pick-up and delivery to the designated delivery point (box, department or central drop off point) of mail or packages by the Account Associate in accordance within the negotiated time.
2. **Delivery Accuracy:** Mail and/or packages are received by the appropriate end-user at the designated location.
3. **Incoming:** Time and date when an item is logged in as received by Xerox personnel.
4. **Outgoing Time** and date when an item is logged out as shipped by Xerox personnel.
5. **Same Day Delivery:** Item arrives at the destination the same day as it was shipped out.
6. **Kit Fulfillment Accuracy:** The assembly of a package according to a client's bill of materials (BOM).
7. **Bill of Materials (BOM):** A written list of items to be placed, with their sequence, into a unique package.
8. **Incoming Fax Delivery:** The date and time of the drop-off of the fax to the designated recipient.
9. **Outgoing Fax Transmission:** The date and time of the send transmission initiation to the designated recipient.
10. **Receipt of Incoming Fax:** The date and time the last page of the fax is received in the Fax Center.
11. **Receipt of Outgoing Fax:** The date and time the fax is logged in at the Fax Center.
12. **Fax Center:** The staffed Xerox location where facsimiles are processed.

#### Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Mail, Distribution, & Fulfillment Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.
3. The accuracy calculation requires maintaining a complaint log, which should contain the date, time, complainant and nature of complaint.

#### Reporting:

Xerox will provide a monthly report for mail, distribution and fulfillment service accuracy and timeliness.

Performance Criteria	Measurement	Description	Calculation
Incoming Mail & Packages: Delivery Timeliness	95% On-time	Mail and packages received for delivery will be delivered according to standard times agreed to with the client.	The measurement for Incoming Delivery Timeliness is calculated by dividing the total number of deliveries completed on time by the total number of deliveries completed on a monthly basis.

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# Statement of Work Addendum



Agreement # 7135702-001

Services Defined As Of: July 1 2013

Performance Criteria	Measurement	Description	Calculation
Incoming Mail & Packages: Delivery Accuracy	95% Accuracy	Mail and packages received will be delivered to the addressee on the package or envelope.	The measurement for accuracy is calculated by dividing the total number of pieces delivered minus the total number of documented delivery complaints by the total number of pieces delivered on a monthly basis.  <b>Example:</b> Total Number of Pieces Delivered = 20,000  Total # of Documented Complaints = 7  $(20,000 - 7) / 20,000$  $= 19,993 / 20,000 = 99.97\%$
Outgoing Mail, Packages & Kits: Shipping Timeliness	95% On-time	<ul style="list-style-type: none"> <li>Individual mail pieces and packages received for shipment will be mailed/ shipped according to standard times agreed upon with the client.</li> <li>Mailing/shipping of single pieces will occur the same day as they are received as long as the item is received no later than 1 hour prior to scheduled pick-up by external delivery service.</li> <li>Fulfillment shipment turnaround times will be negotiated with the client depending on the requirements of the job ticket.</li> </ul>	The measurement for Outgoing Shipment Timeliness is calculated by dividing the number of pieces shipped on time by the total number of pieces received for shipment on a monthly basis.

**END OF STATEMENT OF WORK FOR MAIL, DISTRIBUTION, & FULFILLMENT SERVICES**

*Raymond [Signature] 9/24/13*

*KLP [Signature] 9/24/13*

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