

OFFICE OF THE ASSISTANT SUPERINTENDENT  
FOR EDUCATIONAL SERVICES

TO: Dr. Mike Riggle

FROM: Rosanne Williamson

RE: FOIA Requests

DATE: September 7, 2010

Attached you will find a FOIA request received by the district and our response.

We responded within the 5 business day requirement. The information collected was sent via email.

## Riggle, Michael

---

**From:** Jayson Deets [jayson\_deets@illinoispaper.com]  
**Sent:** Tuesday, August 31, 2010 9:29 AM  
**To:** Riggle, Michael  
**Subject:** Attn FOIA Officer

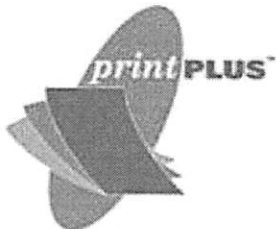
Per the FOIA, I am requesting the following information for commercial purposes:

Current contracts for copier and/or printer lease and maintenance agreements.

Thank you,

Jayson Deets  
Senior Account Representative  
Illinois Paper & Copier Co  
6 Territorial Court  
Bolingbrook, IL 60440

Cut your total imaging costs today!



ILLINOIS PAPER & COPIER CO.

Increased efficiency reduced operating costs.

**Geallis, Elaine**

---

**From:** Williamson, Rosanne Marie  
**Sent:** Tuesday, August 31, 2010 3:40 PM  
**To:** Jayson\_deets@illinoispaper.com  
**Cc:** Geallis, Elaine  
**Attachments:** LeaseAndMaintenanceAgreement.pdf

Dear Mr. Deets,

I am responding to the request for information received August 31 2010, pursuant to the Illinois Freedom of Information Act. Attached please find the current contract for copier and/or printer lease management agreement.

If you have further questions, do not hesitate to contact me. Please "reply all" to this e-mail to confirm that you have received the information requested. I have copied my executive assistant, Elaine Geallis, as she helps track completed FIOA requests.

Sincerely,

Rosanne Williamson, Ed. D.  
Assistant Superintendent for Educational Services  
Glenbrook High School District 225  
1835 Landwehr Road  
Glenview, IL 60026  
847-486-4701

# POOL PLAN AGREEMENT

XEROX

## Pool Invoice Summary Bill to Address

### Full Legal Name

Customer's Name Northfield Township High Sch

DBA/Name Overflow (if req'd) District 225

Street Address 1835 Landwehr Road

Box#/Routing

City, State Glenview, IL

Zip Code 60026-

Pool ID # 720000711

Supplies Included ☒ Yes ☐ No

Fixed Pricing ☒ Yes ☐ No

☒ Modification to existing Pool

Modification eff. date 12/01/2008

☐ Customer Purchase Order # (if required - attach copy)

P.O. # (one P.O. # per Pool)

## Equipment Included

As of the date of this Agreement, there are 80 units of equipment which constitute the Pool as shown on the attached Pool Plan Pricing Exhibit. These units are currently physically installed or pending delivery to one or more of your locations.

## Pool Price Information

Pool Monthly Charge	\$	27599.07
Pool Prints Included		1773600
Excess Rate per Print	\$	.0067

## Meter Reconciliation

☐ Monthly

☐ Quarterly

☒ ANNUAL

klp  
(INITIAL)

## Pool Invoicing Options

☐ Standard Invoice

☐ Standard Plus (Template 3)

☐ Spreadsheet Format (Template 2)

## Agreement Presented By:

Xerox Name: Jo Harrison Phone: 847-517-2295

FOR AUTHORIZED HQ INTERNAL USE ONLY

Accepted Xerox Corporation

By (Signature of Authorized Signer)

Title Director Date 10/21/2008

Worksheet Unit:

www.xerox.com

## CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE)

Auth. Signer Name: Kim Ptak

(Please Print Name of Authorized Signer)

Signature: X Kim Ptak Date: 10/21/2008

(Signature of Authorized Signer)

Auth. Signer Title: Director

Phone: 847-486-4722

E-Mail:

1. This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").
2. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
3. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
- A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement.
- B. **FIXED PRICING.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.
- C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
4. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.
5. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.
6. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.
7. **PRICING CHANGES.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
8. **TAXES.** You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.
9. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).
10. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.
11. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30 days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 10 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
- all Maintenance and Rental Agreements may be charged at the standard, applicable Xerox rate then in effect for you;
  - all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e., those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases (which may be charged at the standard, applicable Xerox rate then in effect for you); and,
  - all Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you.
12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. In the event of a conflict between the terms of the Underlying Agreements and this Agreement, this Agreement shall control. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.